City Commission Regular Meeting
Tuesday, December 9, 2025 at 6:30 PM

City Commission Chambers
214 Sams Avenue, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

A Police Department Chaplain will give the invocation. Mayor Fred E. Cleveland will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4A. Recognition: New Smyrna Beach Middle School Stingray Students for Outstanding Achievements during Fall 2025 Semester.

4B. Presentation: The New Smyrna Beach Police Foundation

4C. Proclamation: Scooter Babes

4D. Presentation: Capital Improvement Projects

5. CITY MANAGER'S REPORT

5A. City Manager's Report

6. PUBLIC PARTICIPATION

In accordance with Resolution No. 09-23, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

Public Participation

7. CONSENT AGENDA

7A. Consider the adoption of the minutes from the City Commission regular and special meetings held on Tuesday, November 11, and November 18, 2025.

7B. Resolution No. 42-25: Consider the approval of a Resolution and Memorandum of Agreement (MOA) with Florida Department of Transportation (FDOT) for the State Road 44 Multi Use Trail Project.

7C. Resolution No. 43-25: Consider the adoption of a Resolution, which, if adopted, would dedicate the park at Paige Avenue in honor of Phil Hall.

7D. Resolution No. 44-25: Consider the adoption of a Resolution, which, if adopted, would approve an inventory list of Municipal Vacant Properties that would be appropriate for use of affordable housing.

7E. Resolution No. 45-25: Consider the adoption of a Resolution, which, if adopted, would confirm the City Commissioners intent to utilize the uniform method of levy and collection of non-ad valorem assessments for fire rescue services.

7F. Resolution No. 46-25: Consider the adoption of a Resolution, which, if adopted, would authorize the city to opt-out of the Live Local Act Property Tax Exemption created under Florida Statute 196.1978

7H. Consider the approval of entering into agreements with the Volusia County Property Appraiser and Volusia County Tax Collector for utilization of the uniform method of levy and collection of a non-ad valorem fire rescue services assessment.

7I. Consider the approval of FY 25/26 Homeless and Disadvantaged Grant Fund awards to five (5) local non-profit organizations and/or disadvantaged programs.

7J. Consider the approval to award a contract for RFP 18-25 to Kompan, Inc. construction of a playground at the Sports Complex.

7K. Consider the approval of RFQ 24-25-BLDG demolition services contract to Samsula Waste, Inc, dba: Samsula Demolition.

7L. Consider the approval to award a contract for RFP 26-25-LS to Kona Ice Daytona Beach LLC for Concessionaire Services at the Sports Complex.

7M. Consider the approval of an award of bid to P.A.V.C.O. Contracting Group, LLC for the construction of the Airport Administration Building.

7N. Consider the approval of a proposal by Avcon, INC for Construction Administrative Services for the new Airport Administration Building.

7O. Consider the approval of a Temporary Occupancy Agreement with GTI Holdings for Property on Goodwin Avenue.

7P. Consider the approval of Change Order 1 to Greg Reynolds Construction, LLC. for American Aero Services Building Renovation ITB No. 10-25-AIR.

7Q. Consider the approval of a lease agreement with the Southeast Volusia Chamber of Commerce for city-owned property at 115 Canal Street.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10A. Ordinance No. 79-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would allow commercial megacycles, also known as pedal pubs, within designated areas of New Smyrna Beach along with authorization for passengers to have open container.

10B. Ordinance No. 80-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would annex approximately 7.6 acres of land

located at 390 Sugar Mill Drive.

10C. Ordinance No. 81-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density and Floor to Area Ratio, (FAR) on approximately 7.6 + acres of land located at 390 Sugar Mill Drive.

10D. Ordinance No. 82-25: Conduct a Second Reading and Public Hearing of an ordinance, which, if adopted, would approve a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, which is also associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.

10E. Ordinance No. 83-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place.

10E (1). Resolution No. 35-25: Consider the adoption of a Resolution, which, if adopted, would amend Resolution No. 04-25 Rules and Procedures revising section 7 Adjournment.

11. ORDINANCES FIRST READINGS

11A. Ordinance No. 86-25: Conduct the First Reading of an Ordinance, which, if adopted upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to Creative Environmental Services, Inc

11B. Ordinance No. 87-25: Conduct the First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would grant a non-exclusive franchise agreement to GFL Environmental.

12. BOARDS AND COMMISSIONS

12A. Appointment - Youth Council Task Force: Consider the approval of two (2) reappointments and five (5) appointments of New Smyrna Beach High

School students to serve as members on the Youth Council Task Force for the 2025 - 2026 academic year.

12B. Board Vacancy Notice - Economic Development Advisory Board

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. ADJOURNMENT

Pursuant to Florida Statutes 286.0105, if an individual decides to appeal any decision made by the board, agency or commission of the City of New Smyrna Beach with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Such person must provide a method for recording the proceedings.

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk's office in person or by mail at 210 Sams Avenue, New Smyrna Beach, Florida 32168, (386) 410-2630, prior to the meeting.

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

RECOGNITION: NEW SMYRNA BEACH MIDDLE SCHOOL STINGRAY STUDENTS FOR OUTSTANDING ACHIEVEMENTS DURING FALL 2025 SEMESTER.

December 9, 2025

Background:

The City Commission will recognize outstanding Stingray students from New Smyrna Beach Middle School for their achievements during the Fall 2025 semester. These students are being recognized for consistently demonstrating our school's core values of respect, responsibility, safety, and cooperation. These values are reflected in their daily actions—treating others with kindness and courtesy, taking ownership of their work, fostering a safe and supportive environment, and contributing positively to the school community through collaboration.

The recipients of this award exemplify leadership, strong character, and a commitment to excellence, not only in academics but also in how they interact with others. We are proud of their achievements and deeply appreciative of the City of New Smyrna Beach for honoring their efforts.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Ava Hanner - Police Public Information Officer

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PRESENTATION: THE NEW SMYRNA BEACH POLICE FOUNDATION

December 9, 2025

Background:

The New Smyrna Beach Pickleball Club will present the New Smyrna Beach Police Foundation with a check for the funds raised during the 2nd Annual First Responders Pickleball Cup.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PROCLAMATION: SCOOTER BABES

December 9, 2025

Background:
The City Commission will present a proclamation.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Scooter Babes.pdf

City of New Smyrna Beach
Proclamation
Recognizing
Scooter Babes

WHEREAS, the "Scooter Babes of New Smyrna Beach", established in the Spring of 2008, formed as a group of female scooter riders with the mission of fostering friendship, camaraderie, and sisterhood; and

WHEREAS, the Founding Members of the "Scooter Babes"—Linda Turman, Nance Koch, Pat Shults, Apryl Keenan , and Lynn Barrett—along with subsequent members Alex Fried, Joanne Naylor, Mary Gerlach, Nancy Santomarco, Renee McKee, Susan Gardner, Susan Neylon, Jenny Cottingham, Sherrie Cunningham, Pat White , and Darlene Roth, and the lead "Golf Cart Babes"—Denise Crutchfield, Lois Jordan, and Pam Ison—have dedicated countless hours to preparation, costume design, staging, and participation in the New Smyrna Beach Mardi Gras Parade as well as the Christmas Parade; and

WHEREAS, through their creativity and enthusiasm, the "Scooter Babes" have brought joy and entertainment to parade goers from near and far, becoming a beloved tradition that embodies the spirit of fun and community in New Smyrna Beach; and

WHEREAS, the unwavering commitment and generous spirit of the "Scooter Babes" serve as an inspiration to all, exemplifying the power of teamwork, dedication, and a shared sense of community;

NOW, THEREFORE, I, Fred E. Cleveland, Mayor, by virtue of the authority vested in me, do hereby recognize and commend the *"Scooter Babes of New Smyrna Beach"* for their outstanding contributions to the cultural and social fabric of our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 9th day of December, 2025.

Fred E. Cleveland
Mayor

Sharon Taylor-Harding
City Clerk

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

PRESENTATION: CAPITAL IMPROVEMENT PROJECTS

December 9, 2025

Background:

Capital Improvement Projects Director Jesse Kobe will provide an overview of capital projects throughout the city.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Jesse Kobe

Attachments:

Capital Projects 12.9.25.pptx

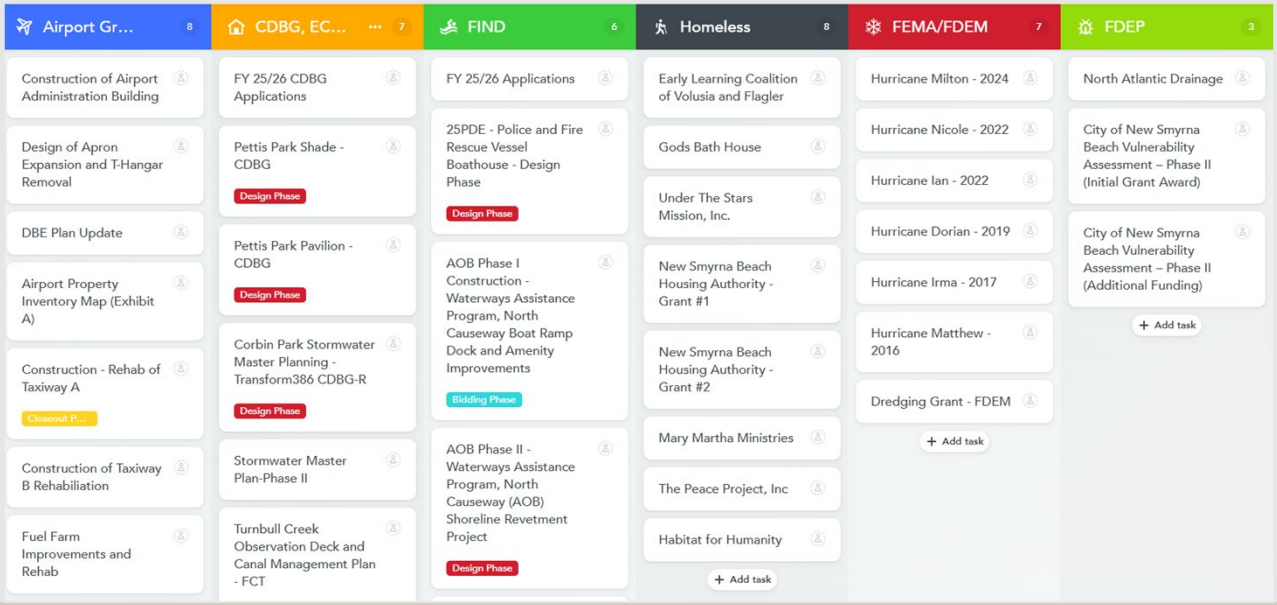
CAPITAL PROJECTS

CIP Update

GRANTS

Key Accomplishments

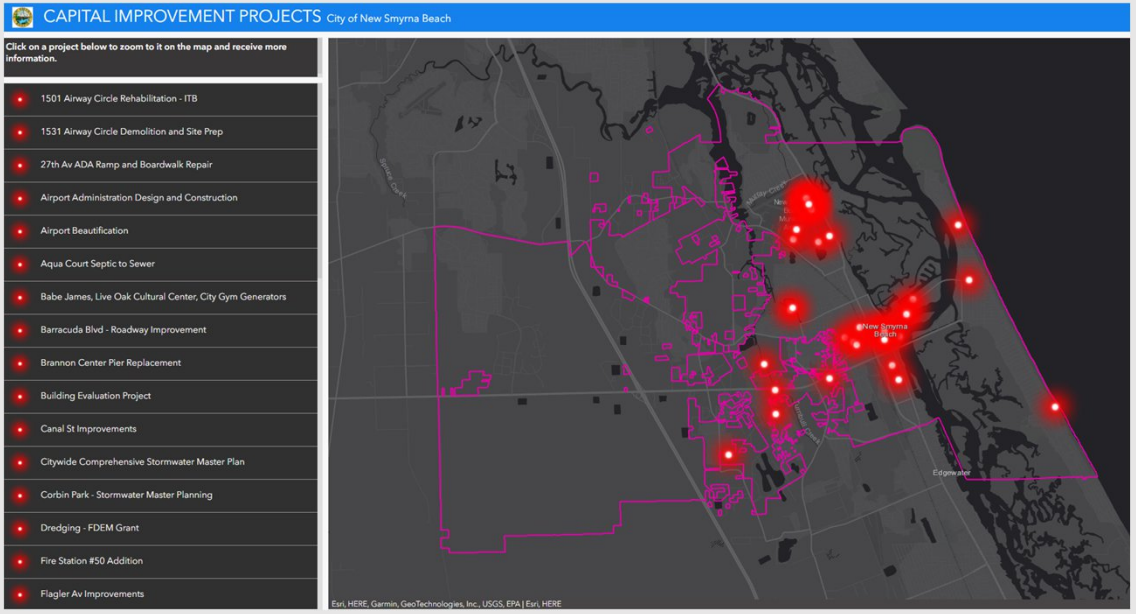
- Currently Managing 56 active grants
- Closed out 9 grants last year
- Awarded $8.5M in FY25
- $544,532 Reimbursed by FEMA
- $1.2M FEMA Reimbursement approved
- 3 Echo Projects in the pipeline for 2026



CAPITAL PROJECT FY25 WINS

Key Accomplishments

- FY24 Completed 18 CIP Projects
- FY25 Completed 20 CIP Projects
- FY25 Completed 8 Turnkey Projects
- FY26 Est to complete 18-22 Projects
- Olivia Thomas Promoted to Risk Manager



City Wide Master Plan Phase 2



- Description: Data Collection, Model Setup, Survey Needs
- Status: Phase 2 County and Consultant working on finalizing the contract which will go before County Council early 2026.
- Funding: $800K Transform 386 Funding

Corbin Park



- Description: Reduce flooding and improve stormwater drainage within the Corbin Park District
- Status: Advertised for Construction. Bid Opening 12/21 Construction should start spring 2026
- Funding: $6 million Transform 386 Funds
- $2.5 million Stormwater Fund

Historic Westside

- Description: Evaluate solutions to reduce flooding in highly developed Historic Westside neighborhoods
- Status: Working to secure more funding.
- Funding: $1 Million State Appropriation Grant
- Total Project Cost Est $6 Million



North Atlantic Drainage

- Description: Construct an exfiltration trench & pipe system to help reduce stormwater flooding
- Status: Construction 55% Complete
- Estimated Completion June 2026
- Funding: Stormwater and DEP Matching Funds $837,500 Each



Brannon Center Dock Replacement

- Description: Replace ADA Dock Behind Brannon Center
- Status: Substantial Completion scheduled for next week.
- Funding: FIND Grant $141,583.50/ GF $823,281 (90% FEMA Reimbursable)



Paige Ave Pickleball Courts

- Description: Design & Build a 6 Court Pickleball Facility with lighting, restrooms, and parking
- Status: Project 80% complete. Need to paint courts, install fence and landscaping.
- Funding: General Fund



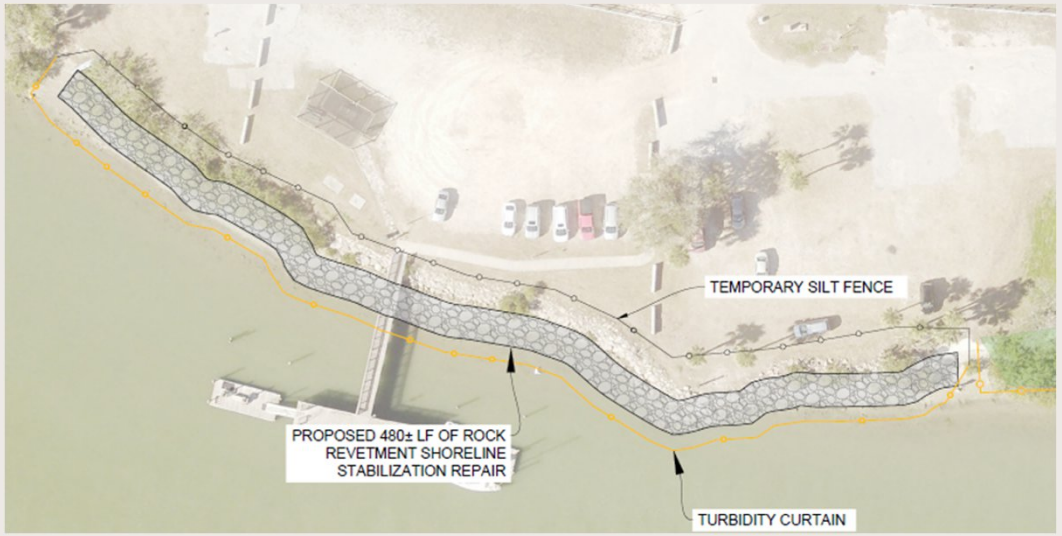
North Causeway Phase 1

- Description: Replace and Convert Fixed Docks at North Causeway Boat Ramp to Floating Docks
- Status: Construction started 12/8
- Funding: FIND Grant $560,000/ GF $810K



North Causeway Phase 2

- Description: Shoreline Revetment Stabilization
- Status: Construction slated to start Jan
- Funding: FIND Grant $113,059/ GF $113,059



Pettis Park Pavilion

- Description: Replace Pavilion & Concrete Pad add Lights
- Status: New Pavilion to be delivered in Jan. Project should be complete by Feb.
- Funding: CDBG Grant $122,082



Pettis Park Shade Structure

- Description: Add Shade Sail
- Status: Footers in, Columns installed, Sail
- arrives next week.
- Funding: CDBG Grant $120,000



Barracuda Blvd

- Description: Roadway improvements
- Status: Construction 50% Complete
- Funding: General Fund



27th Ave Boardwalk Repair & Ramp Replacement

- Description: Repair the hurricane damaged boardwalk and replace the ADA beach access ramp
- Status: Construction started 12/4
- Funding: GF Reserves and FEMA Reimbursement
- $590,530



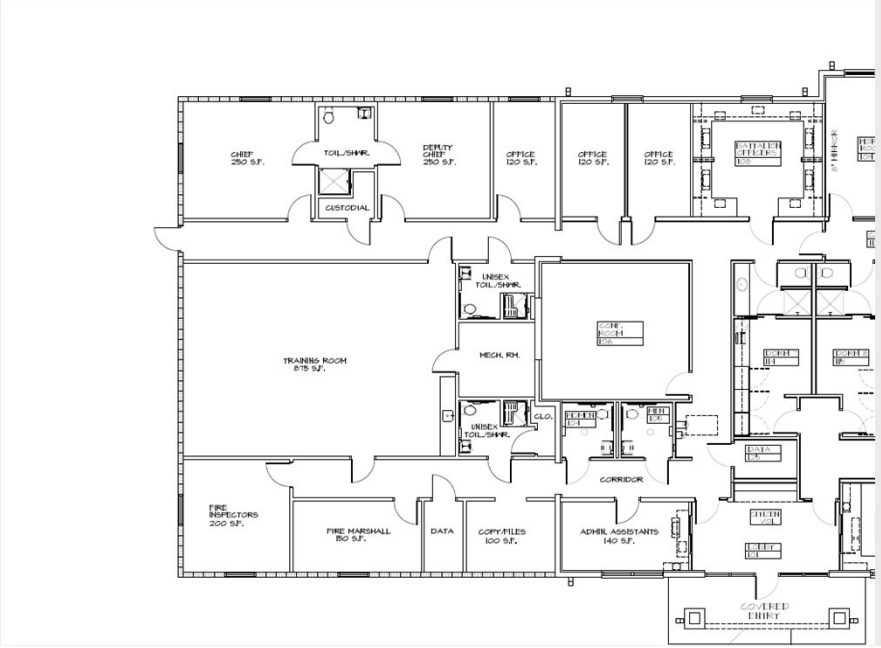
Police Boat House

- Description: Boathouse For PD Vessel
- Status: Design Complete. Will Advertise for construction in
- Jan
- Funding: FIND Grant & Police Impact Fees 50/50 Match Construction est $594,000



Fire Station 50 Expansion

- Description: Expand 3400 sf, adding 4 offices, restrooms, training room, mech room, data storage space, parking lot, and retention pond.
- Status: Design
- Funding: $174,000 Fire Impact Fees



Washington St

- Description: Resurface roadway, replace/upgrade sidewalk on both sides of the street, add trees and lights, move all utilities underground
- Status: Advertising for Construction Jan
- Funding: Construction Cost Est $7.5 million
- Joint Project with NSBU



Lighting Project

- Description: Upgrading lights at the Sports Complex to LED, adding new lights to Rocco Park and Skate Park.
- Status: Working on FAA study for Sports Complex and scheduling timing for construction at Rocco and the Skate Park
- Funding: CRA Funding $2,620,500



THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CITY MANAGER'S REPORT

December 9, 2025

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 12-9-2025 with Attachments and KC Edits.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – December 9, 2025**

Date: December 3, 2025

- Attended the SEV Chamber Annual Meeting & Crystal Awards Dinner on November 19. Congratulations to Serge Sorice, owner, and operator of Mon Delice French bakery for receiving the NSB 2025 Master's in Business Award.

- Attended the Flagler Avenue Business Association Quarterly meeting with Mayor Cleveland on November 19 and provided updates on various city activities.

- Met with Habitat for Humanity representatives regarding the proposed Sheldon Street affordable housing project on November 20. City staff will meet with them again on December 4 to continue this discussion.

- Attended the NSB Tailgate Event for city employees, which was hosted by the Human Resources Department on November 25. A great afternoon of team building. Thanks to all employees that participated.

- Met with county representatives and city staff on December 3 regarding or respective parking programs. This effort will streamline both parking programs to make it easier for the users of each program. More to follow on this topic as we continue our coordination and partnership with Volusia County.

- Will attend the EcoNSB Panel Discussion on local conservation efforts at the Brannon Center on December 3 at 5:30 pm. The conversation will highlight local conservation efforts. The panel will feature Mayor Cleveland, Chad Truxall of the Marine Discovery Center, Kelli McGee of the Riverside Conservancy, and Lisa Mickey of the Friends of Canaveral.

- City crews did an awesome job installing the decorative lights for holiday season. The Canal Street holiday lights were lit on Friday November 28 during the "Spark the Spirit" event. The Flagler Avenue lights will be lit on Friday December 5, during the “Light up Flagler” event.

- The Annual Christmas Parade is scheduled for Saturday December 6. Members of the Commission, city staff and I will be riding on various fire trucks within the parade spreading holiday cheer throughout the city. To enhance public safety during the Christmas Parade, the City recently acquired 1300 crowd control barriers that will be placed on both sides of Canal Street and Flagler Avenue. These barriers will restrict parade attendees from crowding into the street in front of floats and will keep everyone safe. The barriers were purchased as part of a larger public safety effort to ensure appropriate safeguards are in place to protect the public during the many large outdoor events hosted annually in NSB.

- The City Commission will not meet again until January 13, 2026. City offices will be closed December 24-25 and January 1 in observance of Christmas and New Year. Of course, our public safety departments will be fully operational on these dates, and we appreciate their service.

- Congratulations to the following City employees who recently received certificates and recognition:
    - Crime Analyst Angelica Schmid graduated from FDLE’s Law Enforcement Analyst Academy Class 39! This is a rigorous six-week program that builds advanced skills in research, case support and data-driven analysis, and she is now recognized as a Florida-Certified Law Enforcement Analyst.
    - Planning Manager Stephanie Doster, AICP successfully completed the requirements to become a certified city planner. The American Institute of Certified Planners (AICP) provides the only nationwide,

independent verification of planners' qualifications. Certified planners pledge to uphold high standards of practice, ethics, and professional conduct and to keep their skills sharp and up to date by continuously pursuing advanced professional education.

- Finance Department staff including Assistant Director Sheliza Bhola and Fiscal Analyst Cindy Revelle successfully obtained the Truth in Millage Certification from the Florida Department of Revenue (see attached letter).

- Please find attached the Capital Project Monthly Report. The Capital Projects Director will provide an update during the December 9 meeting about current and future capital projects.

- Please find attached the Stormwater Monthly Report.

- Please find attached the attached monthly Parking Report.

- Please find attached the November Permit Issuance Report.

- Please find attached the November Social Media Report.

- Should you have any questions or need additional information or clarification on any of the teams presented in this report, please let me know.

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

December 2, 2025

Kevin Cowper, City Manager
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Truth in Millage (TRIM) Certification

Dear Kevin Cowper:

The Department of Revenue (Department) has reviewed the millage certification documents submitted by your taxing authority. The Department found no violation of the certification requirements in subsections 200.065(1)-(4), (6)-(12), (14), and (15), Florida Statutes (F.S.), and therefore accepts the certification.

The Department also reviewed the maximum millage levy calculation final disclosure documents submitted by your taxing authority. The review included millage levying process documents and documents relating to the total taxes levied by your principal taxing authority, dependent special districts and municipal service taxing units (for counties). Based on the review of these documents, the Department determined that your taxing authority is in compliance with the requirements of maximum total taxes levied, and thus the maximum millage levy requirements of section 200.065(5), F.S.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

RE/#74.14

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	11/26/2025

Projects Completed & Key Accomplishments

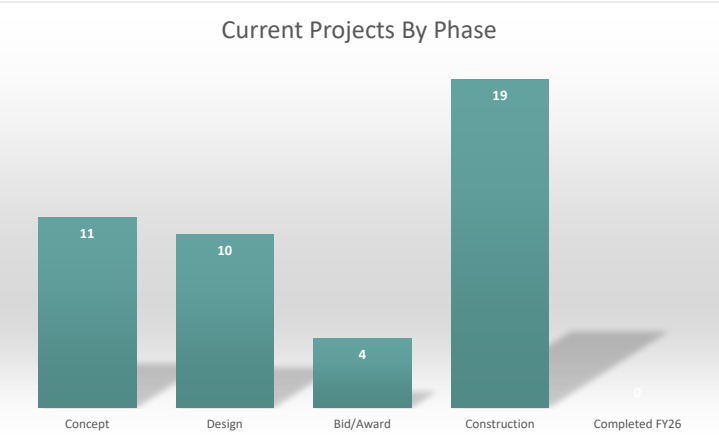
Project Manager/Task Owne	Project	Status
Jesse Kobe	Substantial Completion of Brannon Center Dock Replacement	12/9/2025
Arvin Weese	Intent to Award Construction Contract to PAVCO for Airport Admin Building	12/9/2025
Robert Salazar	Intent to Award Design/Build Contract to Kompan for Sports Complex Playground	12/9/2025

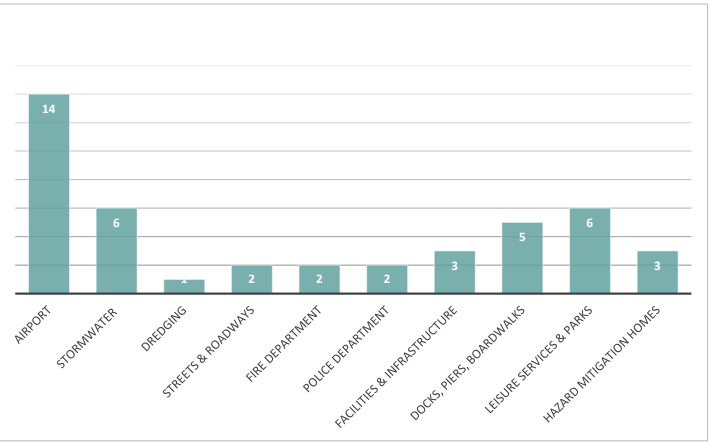
Upcoming

Key Events, Major Milestones, & Goals
☐ Dredging at Pine Shores ongoing
☐ Pettis Park Shade Structure 90%
☐ Lights for Sports Complex Materials have been ordered
☐ Taxiway Bravo 95% Complete
☐ North Atlantic Drainage 50% Complete
☐ Pettis Park Pavillion- Pavillion arrives mid-Jan
☐ Barracuda BLVD 40% Complete
☐ Paige Pickleball courts 80% Complete

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Washington Street	Construction	Kyle Fegley	Draft
Corbin Park Stormwater	Construction	Vousia County	Advertised for Const.
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Stormwater Report 12/1
Stormwater Projects

- **City Wide Comprehensive Master Plan:** The County and Halff are working on finalizing the contract which will be taken to County Council in 2026.

- **Corbin Park:** The County has advertised this project for construction. Pre-bid meeting was held on Dec 1st

Historic Westside: Mitigation Needs Assessment Survey submitted to Volusia County under Transform 386 CBDG Disaster Recovery for Hurricane Milton. Waiting to hear back from County Staff. The requested amount is for $5,000,000 based on the Engineer's construction cost estimates.

- The City has been awarded $1,000,000 in State Appropriation Funding.

- **North Atlantic Drainage:** Construction is 50% complete and making consistent progress.

- **Pine Shores Dredging:** Dredging is ongoing, expected to take 1 month to complete.
- **Gabordy Pond & Cemetery Canal:** City is working to attain permits for both sites.

	Action Item Description	Updates as of 12/1/2025
1	Right-Price Parking with Meter Technology	We are still waiting on the expanded, revised quote from the vendor due to the holiday. If everything is approved, the goal is to present it to the City Commission so we can move the project forward and begin gathering data for future smart-parking improvements. On the Enforcement side, we are planning changes to the parking kiosks for visitors. We will be running a trial that removes the credit card payment option in order to evaluate the usage of mobile payments. Recently attended the Florida Parking and Transportation Conference and met with several vendors offering solutions that could improve parking and mobility within the city. Additional meetings are scheduled over the coming weeks.
2	Pursue Shared Parking Agreements	Have met with the Coronado Church to discuss options in the Flagler area. Also have looked at vacant lots to see if it would make sense for the city to purchase
3	Launch Remote Parking for Residents to special events	Parking and Moblity Department has been added to the City's Special Event Committee . This will ensure that parking and transportation needs are met before an event can be approved. Will be partnering with the Images Art Festival to assist with event planning.
4	Develop Multimodal Master Plan	Three new bike racks have arrived and are awaiting installation at the Coronado Church lot, Shuffleboard area, and Flagler Boardwalk. Also looking at the addition of more bike racks at fishing locations along Penisula Ave.
5	Work with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired for the city	Met with Park Volusia several times to discuss integrating and combining our parking systems. Also met with our shared vendor, Duncan Solutions, and identified potential opportunities to partially merge the permit systems to support our goals. Next steps include reviewing these options with the City Manager and City Attorney, as well as evaluating the existing interlocal agreement between the City and County. A joint meeting with County and City representatives is scheduled for 12/3 to discuss a path to move forward and meet the needs of all groups.

6	Develop webpage on City website with parking instructions & information including links to external resources	Links to County Parking registration is accessible. City Parking FAQS are up to date and accurate. Parking Permit renewels are in full swing. Reminder that 2025 city permits expire on 12/31. Eligble residents must re-apply with proper documentation for a 2026 permit.
7	Understand special event parking demands and develop instructions for parking including maps and remote parking opportunities that will be hosted on the city website	Most recently assisted with communication for the upcoming Christmas parade to provide parking and transportation information before the event.
8	Work with local establishments to include parking instructions to access their respective establishments on their websites	Met with the Canal St. Business Association on 12/1 to share updates on current projects and outline improvements expected in the coming months. Additionally, gathered feedback from business owners on areas where they feel improvements are needed. A meeting with the Flagler Ave group is planned in the near future.
9	Trial various markings and signage and measure utilization for optimal combination that results in higher occupancy	New loading signs have been ordered for Flagler Ave to help reduce confusion and increase utilization of spaces after designated loading times. Updated signage for the paid parking lots has been installed and has already reduced the number of tickets issued due to confusion over lot ownership. Improvements to the Coronado Lot have also been successful, significantly reducing calls regarding vehicles being blocked in. Additionally, seven new parking lot signs have arrived and will be installed in several of the paid lots.
10	Paint X-Markings in front of 2 driveways along western side of street on N. Peninsula at Florida and Esther to deter vehicles from blocking ingress and egress	Public Works is scheduled to complete this work after the holidays.
11	Participate in the Waze for Cities Program and Work with Parkopedia (Apple Maps) to ensure accurate parking data.	Parkopedia Data continues to be accessible to general public. Various city events with road closures have been inputted into Waze for real time traffic data. All events that require road closures have been inputted into Waze for the rest of the year.
12	Work with FDOT to install messaging boards along SR44 as part of future widening project	As part of our Parking Guidance System project we have the ability to have our own signs that we can control. We have indentifed 4 locations for signage that will show both real-time parking inventory and ability to add our own messaging.

13	Work with FDOT and City Parking Enforcement on coordinated messaging electronic signage.	If the new PGS system is installed we would leverage our own signs and not need to rely on the FDOT signs.
14	Work with City of New Smryna Beach Maintenance to ensure trash pickup on peak holidays and events will not block streets along Flagler Ave.	Will bring this up for discussion as part of bidding process for waste management contracts.
15	Identify anticipated date New Smyrna Utilities off Canal will vacate building and plan for new tenant and potential excess parking supply	Staying abreast of developments along with Economic Development Director
16	Identify anticipated date Advent Health near south Causeway will vacate building and plan for new tenant and potential excess parking	Staying abreast of developments along with Economic Development Director
17	Organize parking at North Beach Park on Sapphire Road right of way and include in the paid parking program; organize parking on 2nd Ave for safety improvements; organize parking on Peninsula Drive south of Flagler Ave on the east side	Work on the new parking area on Sapphire is in progress. A new 10 foot wide sidewalk has been installed awaiting further improvements for the site before parking can resume. Signage is on site and ready to be installed once the project is complete and ready for operation.
18	Install new signs per cited St. Augustine practice to direct people to Parking Payment Kiosks	Signs have been installed at all three kiosks in the Flagler Ave Boardwalk Lot.

PERMIT ISSUANCE SUMMARY (11/01/2025 TO 11/30/2025)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building (Commercial)	Accessory/Detach Structure > 200 sf	5	1,189	$209,614.57	$4,955.22
	Alteration, Remodel, Repair	9	27,424	$427,908.69	$8,929.60
	Building Shell	1	7,383	$800,000.00	$51,584.32
	Interior Demo	1	200	$1,900.00	$171.97
	New Non-Residential	1	1,304	$350,000.00	$6,380.05
	Re-roof	1	35	$38,020.00	$789.60
	Temporary Construction Trailer	1	1,968	$40,000.00	$789.60
	Tenant Buildout	2	7,383	$1,250,000.00	$14,766.43
	Windows/Doors/Garage Doors	19	33,296	$271,291.00	$10,091.11
BUILDING (COMMERCIAL) TOTAL:		**40**	**80,182**	**$3,388,734.26**	**$98,457.90**
Building (Residential)	Accessory/Detach Structure < 200 sf	1	77	$10,000.00	$87.90
	Accessory/Detach Structure > 200 sf	4	2,410	$89,044.00	$2,435.30
	Addition	1	300	$53,000.00	$799.42
	Alteration, Remodel, Repair	20	6,130	$680,870.71	$11,715.71
	New Single Family	15	54,691	$4,188,635.00	$123,164.19
	New Townhouse	4	8,774	$970,000.00	$26,898.26
	Re-roof	38	74,889	$622,515.53	$3,630.10
	Screen Enclosure	7	4,519	$87,022.75	$3,159.92
	Screen Walls	4	454	$8,494.00	$678.40
	Siding	1	1,800	$35,425.00	$91.90
	Windows/Doors/Garage Doors	34	44,055	$404,200.00	$3,124.60
BUILDING (RESIDENTIAL) TOTAL:		**129**	**198,099**	**$7,149,206.99**	**$175,785.70**
Certificate of Occupancy	Certificate of Occupancy	19	65,358	$6,369,293.00	$0.00
CERTIFICATE OF OCCUPANCY TOTAL:		**19**	**65,358**	**$6,369,293.00**	**$0.00**
Demolition (Residentiall)	Demolition	3	2,160	$18,500.00	$679.49
DEMOLITION (RESIDENTIALL) TOTAL:		**3**	**2,160**	**$18,500.00**	**$679.49**
Dock & Seawalls (Residential)	Docks	2	0	$31,200.00	$996.30
DOCK & SEAWALLS (RESIDENTIAL) TOTAL:		**2**	**0**	**$31,200.00**	**$996.30**
Electrical (Commercial)	Electrical Repairs	8	0	$8,203.84	$1,375.76
	Service-New/Upgrade	5	0	$15,561.81	$1,133.98
ELECTRICAL (COMMERCIAL) TOTAL:		**13**	**0**	**$23,765.65**	**$2,509.74**
Electrical (Residential)	Electrical Repairs	20	0	$40,550.00	$1,835.60
	Generator	6	0	$98,894.00	$535.40
	Service-New/Upgrade	5	0	$31,133.00	$459.50
	Temporary Power	1	0	$100.00	$91.90
ELECTRICAL (RESIDENTIAL) TOTAL:		**32**	**0**	**$170,677.00**	**$2,922.40**
Engineering	Fence-Non-Residential	3	50	$13,100.00	$882.82
	Fence-Residential	16	2,500	$76,409.66	$1,398.40
	Paver/Patio/Driveway/Seal Coat/Restr	2	2,000	$60,000.00	$1,500.18
	Paver/Patio/Driveway/Seal Coat-Resic	13	6,590	$59,632.50	$1,135.50
	Right of Way	8	37,272	$0.00	$0.00
	Site Clearing (Commercial)	2	81,241	$350,000.00	$2,132.58

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (11/01/2025 TO 11/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	ENGINEERING TOTAL:	**44**	**129,653**	**$559,142.16**	**$7,049.48**
Fire	Fire Alarm System	15	26,831	$78,108.16	$4,921.20
	Fire Line	1	1,500	$160,000.00	$8,013.16
	Fire Sprinkler System	2	12,894	$29,850.00	$1,621.08
	FIRE TOTAL:	**18**	**41,225**	**$267,958.16**	**$14,555.44**
Gas (Commercial)	Generator	1	0	$4,000.00	$293.76
	GAS (COMMERCIAL) TOTAL:	**1**	**0**	**$4,000.00**	**$293.76**
Gas (Residential)	Gas Lines	4	0	$10,190.00	$367.60
	GAS (RESIDENTIAL) TOTAL:	**4**	**0**	**$10,190.00**	**$367.60**
Mechanical (Commercial)	Mechanical New	1	0	$8,000.00	$446.10
	Mechanical Repair/Replace	6	0	$129,724.00	$3,569.71
	MECHANICAL (COMMERCIAL) TOTAL:	**7**	**0**	**$137,724.00**	**$4,015.81**
Mechanical (Residential)	Mechanical Repair/Replace	45	0	$447,097.00	$4,135.50
	MECHANICAL (RESIDENTIAL) TOTAL:	**45**	**0**	**$447,097.00**	**$4,135.50**
Plumbing (Commercial)	Plumbing Repairs/Replace	1	0	$5,000.00	$308.72
	PLUMBING (COMMERCIAL) TOTAL:	**1**	**0**	**$5,000.00**	**$308.72**
Plumbing (Residential)	Plumbing New/Adding Service/Upgrac	1	0	$2,200.00	$91.90
	Plumbing Repairs/Replace	17	0	$46,172.74	$1,559.90
	PLUMBING (RESIDENTIAL) TOTAL:	**18**	**0**	**$48,372.74**	**$1,651.80**
Pool (Commercial)	Pool Resurfacing	1	800	$31,947.00	$1,000.71
	POOL (COMMERCIAL) TOTAL:	**1**	**800**	**$31,947.00**	**$1,000.71**
Pool (Residential)	In Ground	8	9,499	$936,521.00	$7,839.47
	POOL (RESIDENTIAL) TOTAL:	**8**	**9,499**	**$936,521.00**	**$7,839.47**
Sign	Monument	2	83	$3,800.00	$338.63
	Sign - Face Change	1	18	$1,000.00	$167.37
	Temporary Sign/Banner	3	57	$600.00	$499.31
	Wall Mounted	5	95	$28,915.00	$1,850.98
	SIGN TOTAL:	**11**	**253**	**$34,315.00**	**$2,856.29**
Solar (Residential)	Solar	1	0	$25,163.00	$91.90
	SOLAR (RESIDENTIAL) TOTAL:	**1**	**0**	**$25,163.00**	**$91.90**
Tree Removal	Tree Removal Residential	5	0	$0.00	$164.00
	TREE REMOVAL TOTAL:	**5**	**0**	**$0.00**	**$164.00**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

PERMIT ISSUANCE SUMMARY (11/01/2025 TO 11/30/2025)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	GRAND TOTAL:	**402**	**527,229**	**$19,658,806.96**	**$325,682.01**

** Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.*

Social Media Followers as of Dec. 1, 2025 (+/- change from prior report)				
Facebook	**Nextdoor**	**Instagram**	**X**	**Threads**
31,034 **(+157)**	15,878 **(+64)**	6,577 **(+120)**	4,716 **(+9)**	1,196 **(+41)**

Top 3 Facebook Posts in November 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Floating docks coming to N. Causeway ramps in 2026	99,464	319	65	37
Public Works crew setting up Christmas Park tree	61,400	444	13	39
"A Christmas Wish" Parade parking & closures notice	43,548	212	22	50

Bottom 3 Facebook Posts in November 2025				
Topic	**Views**	**Interactions**	**Comments**	**Shares**
Volusia County opening cold weather shelters	1,229	4	1	1
27th Avenue playground on America Recycles Day	1,359	6	2	0
Canal Street merchants hosting Spark the Spirit	1,774	9	0	0

Public Meeting Traffic Report in October 2025 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
5,634 **(-2,002)**	2,467 **(-1,249)**	1,854 **(-471)**	Desktop 71% **(-2)**	Mobile 29% **(+2)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. Nov. 11 City Commission regular meeting (276)		1. City website (2,687)	1. NSB (1,749)	6. Apopka (73)
2. Nov. 18 City Commission regular meeting (93)		2. Direct link (376)	2. Miami (291)	7. San Diego (52)
3. Nov. 3 Planning & Zoning Board (51)		3. City intranet (173)	3. Orlando (132)	8. Lake Mary (51)
4. Nov. 24 Special Magistrate (17)		4. Facebook (123)	4. Edgewater (125)	9. Port Orange (46)
5. Nov. 29 Code Compliance Board (11)		5. Google search (83)	5. Atlanta (85)	10. Albany (45)

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

PUBLIC PARTICIPATION

December 9, 2025

Background:
Please see attached.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Rolling Cheers presentation document.pdf
Public Participation 12.9.2025.pdf
J. Dlubac 12_9_2025 City Commission Meeting .pdf

Rolling Cheers pedal tours

Founder, Christopher Smith



Community Testimonies and Urgencies

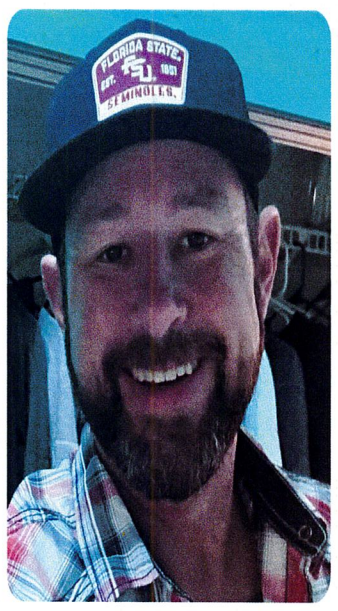
- Off-season struggles: closures, relocations, reduced investment
- Pedal Pub = energy, movement, business during slow months
- Brings customers directly to local establishments
- Not a gimmick — a spark for tourism & spending
- Complements, not competes with, existing community



Founder, Christopher Smith

- I'm a proud New Smyrna Beach resident and small-business owner dedicated to building experiences that bring people together. Through Rolling Cheers, I'm focused on supporting local businesses, boosting tourism, and helping our community grow while putting down lasting roots right here in NSB.







Community Integration

- Partnerships with restaurants, retailers, event organizers
- Participation in charity events, holiday tours, festivals
- Cross-promotion with local businesses
- Commitment to safe tourism practices



Addressing concerns together

- • Noise: Strict volume limits, enclosed sound system
- Alcohol: BYOB only, beer/wine, small coolers, zero tolerance
- Traffic: Routes limited to low-speed zones, trained operators
- Safety: Licensed operator, seatbelts, lighting, safety briefings
- Conduct: Passenger agreement, law enforcement cooperation



(1) Aerial photo marked by City

Dolphin Quay
Dolphin Quay
Dolphin Cove
Dolphin Cove
Dolphin Quay
Dolphin Cove
Dolphin Quay
Dolphin Cove
Dolphin Quay



(3) New Swale
Between Riverwalk + Dolphin Cove



④ New Swale
between Riverwalk + Dolphin Cove

From: Joseph Dlubac
To: Taylor-Harding, Sharon
Cc: City Clerk; Joseph Dlubac
Subject: 12/9/2025 City Commission Meeting
Date: Tuesday, December 9, 2025 1:03:42 PM

CAUTION: EXTERNAL EMAIL

>> Sharon,
>>
>> Unfortunately, I am not able to attend this evening's regular City Commission meeting because of a family emergency in Connecticut. However, I would like to make the following written plea for entry into the record. My comment is regarding the new regular meeting start time. (First of all, I am not aware of any official vote taken by the commission to approve the new start time, but there has been a lot of discussion by them.)
>>
>> My comment:
>> 1. There seems to be a not-so-subtle attempt by the commission to lessen the influence of the citizens of New Smyrna Beach.
>> a. The first was the attempt, during the latest Charter amendment process, to increase the mayor's term in office from 2 years to 4 years;
>> b. The second was the proposed Charter amendment to change the primary rules to 50%+1, thereby favoring the incumbent;
>> c. Now the commission wants to (or has) changed the regular meeting start time from 6:30 pm to 5:30 pm (ostensibly to ease the burden on staff). This has the side effect of significantly reducing attendance by the many citizens who still work and the business owners who have not yet closed their establishments for the day. Their voices will be forever lost.
>>
>> 2. A comment has been made that many of the public do not attend regular meetings anyway. I am sorry to report that that may be due to the sense lately that many citizens have historically attended many sessions, spoke their opinions, only to be ignored time after time. They have learned that they don't matter. That is about to change.
>
> I make this plea: Do NOT change the start times of your regular meetings. Leave it at 6:30 pm.
>>
>> R/Joe Dlubac
>>
>> Sent from my iPhone

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR AND SPECIAL MEETINGS HELD ON TUESDAY, NOVEMBER 11, AND NOVEMBER 18, 2025.

December 9, 2025

Background:

The City Commission meetings on Tuesday, November 11 and 18, 2025. The attached minutes are submitted for the Commission's review and consideration of adoption.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

City Commission Regular Meeting Minutes - November 11, 2025.pdf
City Commission Special Meeting - Board of Elections.pdf
City Commission Regular Meeting November 18, 2025 Minutes.pdf

City Commission Regular Meeting
Tuesday, November 11, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, November 11, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 6:30 PM.

Present: Mayor Fred E. Cleveland, Commissioner Lisa Martin, Commissioner Perrine, and Vice Mayor Jason McGuirk

Excused: Commissioner Brian Ashley

Motion:
Vice Mayor McGuirk moved to excuse the absence of Commissioner Brian Ashley. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bev Richardson will give the invocation. Reverend Neal Coated led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

Mr. Cowper announced the removal of items 7B and 9A.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Donnadine Miller Preservation Award Presentation.

Robert Mathen, Senior Planner, presented the Donnadine Miller Awards. The residential award was given to Katie Kaughman, while Steve Fuilier received the non-resident award.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Lillian Conrard, 305 Magnolia Street, thanked city staff for making Canal Street beautiful and spoke in favor of Christmas on Canal Spark the Spirit.

Jenny Norado Christmas Stop and Clean Karma Living commented in opposition of Ordinance No. 79-25 on behalf of Flagler Ave Business Association.

Jenner Devine, 3205 Hill Street, thanked the city for Veteran's Day event and spoke in favor of Ordinance No. 79-25.

Ally Rodgers, 811 East 27th Avenue, spoke favorably regarding Citizens Academy and 27th Avenue Park and sidewalk. She spoke in opposition to Ordinance No. 79-25.

Sharon Glenn, 1111 South Atlantic Avenue, spoke in support of the citizens academy, discussed SB 180 and the value of maintaining home rule, emphasized the importance of shared core values among citizens, and opposed Ordinance No. 79-25.

Randy Herman, 108 Esther Street, thanked the city at the Veterans Day event, noted the flags in Riverside Park by Kiwanis, and addressed topics including the Special Election, its recall, voter turnout, ballot language, and the need for greater collaboration.

Caludia Vanderhorst, 562 Aeolian Drive, spoke in opposition to Ordinance Nos. 80-25, 81-25, and 82-25.

Annette Taylor, 87 Cunningham Drive, thanked the City Commission for the time and service.

John Kaplan 3009 Trubs Trace, commented in opposition to Ordinance Nos. 80-25, 81-25, and 82-85.

Janet Sue Kaplan, 3009 Trubs Trace, commented in opposition to Ordinance Nos. 80-25, 81-25, and 82-25.

Cindy Sniezak, 512 Yupon Street, thanked the city for an excellent Veterans Day event and commented on Ordinance Nos. 80-25 and 81-25 and 82-25.

Michelle Utter, New Smyrna Beach, commented on her family history of New Smyrna Beach and flooding in the community.

Susan White, 2942 Gibraltar Boulevard, commented on stormwater in Coastal Woods and her experience in Delaware where the city bulkheaded the stormwater management pond.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, October 28, 2025.

Motion:
Vice Mayor McGuirk moved to adopt the minutes from the City Commission regular meeting held on Tuesday, October 28, 2025. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.B Consider the approval for award of RFP 16-25 LS for Citywide Naming Rights and Sponsorships

This item was removed from the agenda.

7.C Consider the approval to execute a contract with the Florida Department of Environmental Protection to accept $1,000,000 in State Appropriation Funding for the Historic Westside Stormwater Improvement Project and to authorize the City Manager to execute the contract.

Motion:
Vice Mayor McGuirk moved to approve the execution of a contract with the Florida Department of Environmental Protection to accept $1,000,000 in State Appropriation Funding for the Historic Westside Stormwater Improvement Project and to authorize the City Manager to execute the contract. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.D Special Event: Consider the approval of the Girls Night Out Event 2025, to be held on Thursday, December 4, 2025.

Motion:
Vice Mayor McGuirk moved to approve the Girls Night Out Event 2025, to be held on Thursday, December 4, 2025. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

7.E Special Event: Consider the approval of Christmas on Canal Spark the Sprit and the Christmas Coastal Market Events 2025, to be held on Friday November 28 and Saturday November 29, 2025.

Motion:
Vice Mayor McGuirk moved to approve the Christmas on Canal Spark the Sprit and the Christmas Coastal Market Events 2025, to be held on Friday, November 28, and Saturday, November 29, 2025. Commissioner Martin seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Resolution No. 39-25: Consider the adoption of a Resolution, which if adopted, would authorize the borrowing of $5,500,000 from TD Public Finance LLC for Turnbull Creek Watershed land acquisition, authorize execution of the 2025 General Obligation Loan Agreement and related documents.

Motion:
Commissioner Martin moved to adopt Resolution No. 39-25 which would authorize the borrowing of $5,500,000 from TD Public Finance LLC for Turnbull Creek Watershed land acquisition, authorizing execution of the 2025 General Obligation Loan Agreement and related documents. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

9. QUASI-JUDICIAL HEARINGS

9.A Consider the approval of the Ardisia (formerly Shell Pointe) PUD Phases 3 and 4 Final Plat, Construction Documents, and Plat Contract (S-4-23).

This item was removed from the agenda.

10. PUBLIC HEARINGS

10.A Ordinance No. 77-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate unopened rights-of-way on airport property.

A public hearing was conducted for Ordinance No. 77-25.

Assistant City Attorney Shey McCurdy read Ordinance No. 77-25 for the second time by title only.

Jake Baker, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing, as no citizen wished to speak the public hearing was closed.

Motion:
Commissioner Martin moved to adopt Ordinance No. 77-25 Ordinance, which would vacate unopened rights-of-way on airport property. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10.B Ordinance No. 78-25: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate Birch Street, between Slatton Street and Chisholm Street.

A public hearing was conducted for Ordinance No. 78-25

Assistant City Attorney Shey McCurdy read Ordinance No. 78-25 for the second time by title only.

Jake Baker, Senior Planner, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing, as no citizen wished to speak the public hearing was closed.

Motion:
Commissioner Martin moved to adopt Ordinance No. 78-25 which would vacate Birch Street, between Slatton Street and Chisholm Street. Vice Mayor McGuirk seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 79-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing, would allow commercial megacycles, also known as pedal pubs, within designated

areas of New Smyrna Beach along with authorization for passengers to have open container.

Assistant City Attorney Shey McCurdy read Ordinance No. 79-25 for the first time by title only. She reported that second reading and public hearing was scheduled for Tuesday, December 9, 2025.

11.B Ordinance No. 80-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would annex approximately 7.6 acres of land located at 390 Sugar Mill Drive.

Assistant City Attorney Shey McCurdy read Ordinance No. 80-25 for the first time by title only. She reported that second reading and public hearing was scheduled for Tuesday, December 9, 2025.

11.C Ordinance No. 81-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density and Floor to Area Ratio, (FAR) on approximately 7.6 + acres of land located at 390 Sugar Mill Drive.

Assistant City Attorney Shey McCurdy read Ordinance No. 81-25 for the first time by title only. She reported that second reading and public hearing was scheduled for Tuesday, December 9, 2025.

11.D Ordinance No. 82-25: Conduct a First Reading of an ordinance, which, if adopted at a Second Reading and Public Hearing, would approve a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, which is also associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.

Assistant City Attorney Shey McCurdy read Ordinance No. 82-25 for the first time by title only. She reported that second reading and public hearing was scheduled for Tuesday, December 9, 2025.

12. BOARDS AND COMMISSIONS

12.A Housing Authority Appointment: Consider the reappointment of two (2) citizens to serve a four (4) year term expiring on August 31, 2029.

Members Judy Reiker and Michele Davis were reappointed to the Housing Authority to serve a four-year term expiring on August 31, 2029.

12.B Board Vacancy Notice: The Turnbull Creek Land Preservation Commission has one (1) vacancy due to a resignation.

13. MAYOR AND COMMISSIONER COMMENTS

Vice Mayor McGuirk commented on the Veteran's Day event held at the Brannon center. He remarked on the passing of Phil Hall and his influence with the Pickleball community. He suggested dedicating the Paige pickleball courts to Phil Hall.

Commissioner Martin provided remarks on a presentation concerning coastal preservation and its economic advantages. She attended the Volusia County legislative delegation meeting and offered input regarding the canvassing board. Additionally, Commissioner Martin attended fundraising events for the Atlantic Center for the Arts and Friends of Canaveral, as well as the Veterans Day ceremony. She also suggested an update to the Memorial located in Riverside Park.

Commissioner Perrine praised the Veterans Day event as wonderful. She commented about the Homeless Shelter's 2026 Mayor's Ball was scheduled for February 7, 2026, with an "Under the Sea" theme. She also noted New Smyrna Beach's efforts to support the unhoused community.

Mayor Cleveland spoke about the First Step shelter and its positive impact on the city. The stormwater subcommittee, consisting of elected officials including Ben Bartlett from county public works, engaged with legislators and expressed gratitude for the $1 million allocated to the west side historic district's stormwater project. He voiced opposition to SB 180 and advocated for home rule. Additionally, he commented on voter turnout during the Special Election and thanked City Staff for organizing the Veterans Day event.

14. CITY CLERK'S REPORT

No action was taken.

15. CITY ATTORNEY'S REPORT

No action was taken.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 7:38 PM.

City Commission Special Meeting
Board of Elections
Tuesday, November 18, 2025, at 6:20 PM

MINUTES

1. CALL TO ORDER

Having been duly advertised as required by law, the special meeting of the City Commission Board of Elections of the City of New Smyrna Beach, Florida, was held on Tuesday, November 18, 2025 at the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, 32168.

Chair Jason McGuirk called the meeting to order at 6:20 PM.

Present: Member Valli Perrine, Member Lisa Martin and Member Brian Ashley, and Chair Jason McGuirk

Absent: Member Fred E. Cleveland

2. PUBLIC PARTICIPATION

No action was taken.

3. SPECIAL MEETING

3.A Resolution No. BOE 01-25: Consider the adoption of a Resolution, which, if adopted, would certify the Special Election results of the Charter Amendment Referendum.

City Attorney Avallone outlined a report regarding the Special Election.

Motion:
Member Martin moved to adopt Resolution No. BOE 01-25 which would certify the Special Election results of the Charter Amendment Referendum. Member Ashley seconded the motion. The motion passed by unanimous vote.

4. COMMISSION COMMENTS

No action was taken.

5. ADJOURNMENT

As there was further business to discuss, Chair McGuirk adjourned the meeting at 6:26 PM.

City Commission Regular Meeting
Tuesday, November 18, 2025, at 6:30 PM

MINUTES

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, November 18, 2025, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Vice Mayor McGuirk opened the meeting at 6:30 PM.

Present: Commissioner Lisa Martin, Commissioner Perrine, Commissioner Brian Ashley, and Vice Mayor Jason McGuirk

Absent: Mayor Fred E. Cleveland

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchin gave the invocation. Elle June Adams led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

No action was taken.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A **Proclamation**: Honoring Regis Sloan 25 Years of Service in Community
The City Commission presented a presentation to Regis Sloan.

Presentation: Citizens Academy Graduates - The City Commission celebrated the graduates of the 2026 Citizens Academy.

4.B **Presentation**: Community Redevelopment Agency and Economic Development

Samantha Bergeron, CRA/Economic Development Director, outlined a PowerPoint presentation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Elizabeth Bell, 2224 Deerwood Drive, enjoyed the Citizens Academy, commented on applying for a building permit to replace an existing driveway.

Audra Ricker, 815 Willard Street, commented on the Citizens Academy and the economic development presentation.

Sharon Glenn, 1111 South Atlantic Avenue, thanked the city for Citizens Academy. She commented on Ordinance No. 83-25. She commented on changing the comprehensive plan for Ordinance Nos 84-25 and 85-25.

Cindy Snieak, 512 Yupon Avenue, commented on Ordinance Nos. 84-25 and 85-25.

Jess Romero, 708 South Cooper Street, commented on Ordinance No. 83-25 and addressed the comprehensive plan change for one project under Ordinance Nos. 84-25 and 85-25.

Joe Dlubac, 3587 Casalta Circle, addressed the adjustment of the City Commission start time to 5:30 pm. He also provided remarks regarding the Charter Amendments and discussed the Business Impact Statement.

7. CONSENT AGENDA

7.A Resolution No. 40-25: Consider the adoption of a Resolution, which if approved, would amend the FY2024-2025 budget.

Motion:
Commissioner Martin moved to adopt Resolution No. 40-25 which would approve the amended the FY2024-2025 budget. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.B Resolution No. 41-25: Consider adoption of a resolution to implement a budget-neutral adjustment to the FY2026 budget by transferring previously approved revenues and expense appropriations to a new fund for clearer tracking and oversight.

Motion:
Commissioner Martin moved to adopt Resolution No. 41-25 which would implement a budget-neutral adjustment to the FY2026 budget by transferring previously approved revenues and expense appropriations to a new fund for clearer tracking and oversight. Commissioner Perrine seconded the motion. The motion passed by unanimous vote

7.C Consider the approval of the US 1 & Inlet Shores Drive Roundabout Feasibility Study.

Motion:
Commissioner Martin moved to approve the US 1 & Inlet Shores Drive Roundabout Feasibility Study. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.D Consider the approval of a contract with Ultimate Kronos Group (UKG) for a Human Resources Information System (HRIS) and Payroll System to Streamline Processes, Improve Compliance, Enhance Employee Experience, and Reduce Operational Costs.

Motion:
Commissioner Martin moved to approve the contract with Ultimate Kronos Group (UKG) for a Human Resources Information System (HRIS) and Payroll System to Streamline Processes, Improve Compliance, Enhance Employee Experience, and Reduce Operational Costs. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.E Consider the approval of a Piggyback Agreement with MES Service Company, LLC and City of New Smyrna Beach Fire Department.

Motion:
Commissioner Martin moved to approve the Piggyback Agreement with MES Service Company, LLC and City of New Smyrna Beach Fire Department. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 83-25: Conduct a First Reading an Ordinance, which, if adopted, upon Second Reading and Public Hearing would amend the New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Article II, City Commission, Sec. 2-51, Time and Place.

City Attorney Avallone read Ordinance No. 83-25 for the first time by title only. She announced that the second reading and public hearing was scheduled for Tuesday, December 9, 2025.

11.B Ordinance No. 84-25: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would amend Future Land Use designation from Commercial to Medium Density Residential in the City's Comprehensive Plan for approximately 1.01 acres located at 1300 S. Atlantic Avenue.

City Attorney Avallone read Ordinance No. 84-25 for the first time by title only. She announced that the second reading and public hearing was scheduled for Tuesday, January 13, 2026.

11.C Ordinance No. 85-25: Conduct a First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Hearing, would rezone approximately 1.01 acres of commercial property from B-2, Neighborhood Business District to R-3A, Single Family and Two Family (Zero Lot Line) Residential located at 1300 S Atlantic Avenue.

City Attorney Avallone read Ordinance No. 85-25 for the first time by title only. She announced that the second reading and public hearing was scheduled for Tuesday, January 13, 2026.

12. BOARDS AND COMMISSIONS

12.A Appointment - Turnbull Creek Land Preservation Committee: Consider the appointment of one (1) citizen to serve unfulfilled term set to expire on July 30, 2027.

Randy Hartman was appointed to serve an unfulfilled term set to expire on July 30, 2027.

12.B Board Vacancy Notice: Building Trades Examining Board

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Perrine provided remarks regarding the commencement time of the City Commission meeting scheduled for 2026.

Commissioner Ashley spoke about attending Dr. Balgobin's event as Superintendent of Volusia County Schools, highlighting the use of AI in education. Commissioner Ashley also took part in the Great American Teach-In at New Smyrna Beach High School.

Commissioner Martin discussed the start time of the 2026 City Commission meeting, shared remarks about images from the last weekend in January and mentioned attending both the FIND meeting and the Annual Rotary literacy project.

Vice Mayor McGuirk shared remarks regarding the scheduled start time for City Commission meetings in 2026.

14. CITY CLERK'S REPORT

No action was taken.

15. CITY ATTORNEY'S REPORT

City Attorney Avallone discussed the Sunshine Law and a federal lawsuit judgment.

16. ADJOURNMENT

As there was no further business to discuss, Vice Mayor McGuirk adjourned the meeting at 7:28 PM.

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

RESOLUTION NO. 42-25: CONSIDER THE APPROVAL OF A RESOLUTION AND MEMORANDUM OF AGREEMENT (MOA) WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE STATE ROAD 44 MULTI USE TRAIL PROJECT.

December 9, 2025

Background:

Project Overview:
FDOT is extending the sidewalk/trail corridor along State Road 44 from Sugar Mill Drive to just west of I-95. The project aims to improve pedestrian and bicycle connectivity along this segment while maintaining consistency with existing City trail infrastructure. The project scope includes construction of 0.46 mile of 12-foot-wide concrete multi-use trail designed to FDOT criteria from west of the Interstate 95 Interchange to east of Interstate 95 Interchange adjacent to State Road 44 within the FDOT Right of Way.

Maintenance Responsibilities:
The project agreement outlines the division of maintenance duties between FDOT and the City. To ensure clarity and alignment with each agency's capabilities, City staff met with FDOT representatives to confirm roles and responsibilities based on current staffing levels.

Fiscal Analysis:
The ongoing maintenance activities and responsibilities outlined in this agreement will be absorbed into the Public Works Departments' routine maintenance program.

Strategic Plan Item:
No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

450642-1-52-01 Maintenance MOA Multi Use Trail - REVISED.pdf
Res 42-25 FDOT MOA Multi Use Trail Project.pdf

MAINTENANCE MEMORANDUM OF AGREEMENT
FOR ON SYSTEM MULTI-USE TRAIL PROJECT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
the CITY OF NEW SMYRNA BEACH
("LOCAL GOVERNMENT")

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF NEW SMYRNA BEACH, hereinafter called the "LOCAL GOVERNMENT."

WITNESSETH

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road 44 as part of the State Highway System; and

WHEREAS, the DEPARTMENT agrees to allow the Multi-Use Trail Project to be constructed and operated within the Right of Way only under certain conditions necessary to protect the traveling public; and

WHEREAS, LOCAL GOVERNMENT, by Resolution No. _____, dated _____, and attached hereto as Exhibit "C" has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi-Use Trial Project.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT hereby agrees to construct or cause to be constructed the Multi-Use Trail Project as described in Exhibit "A" attached hereto and incorporated herein and as specified in the Roadway Plan(s) attached hereto and incorporated herein as Exhibit "B."

2. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Roadway Plans and Specifications of Financial Project Number (FPN) 450642-1-52-01, in perpetuity, according to the DEPARTMENT standards in effect on the date of this agreement, which include, but are not limited to, Design Standards, and the Standard Specifications, and

as amended from time to time and according to the requirements of the Americans with Disabilities Act.

3. Items to be maintained by the LOCAL GOVERNMENT shall include but are not limited to: vegetation management and removal of graffiti and all aesthetic features. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, sweep, edge and provide weed control along the Multi-Use Trail Project corridor which is described as a twelve (12) foot wide concrete path along State Road 44 from west of Interstate 95 to east of Interstate 95 of .46 miles. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing trail related slope erosion and maintaining trail related signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-Use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

4. The DEPARTMENT shall mow, including litter control associated with the mowing cycle, within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the Maintenance Rating Program (MRP) Manual. Mowing and litter control requirements above MRP standards shall be handled and performed by the LOCAL GOVERNMENT.

5. The LOCAL GOVERNMENT shall conduct a minimum of one (1) annual inspection of the Multi-Use Trail to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life as determined by the LOCAL GOVERNMENT, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.

7. Should the LOCAL GOVERNMENT desire to add future amenities to the Multi-Use Trail Project, the LOCAL GOVERNMENT shall contact the DEPARTMENT for prior approval.

8. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the

DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.

9. The DEPARTMENT may remove, relocate, or adjust the Multi-Use Trail Project in whole or in part at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent State Road be widened, altered, or otherwise changed. The DEPARTMENT shall give the LOCAL GOVERNMENT notice regarding such removal, relocation, or adjustment. Any removal, relocation, or adjustment shall require LOCAL GOVERNMENT approval if maintenance responsibility is to be assigned to the LOCAL GOVERNMENT.

10. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

11. This Agreement may not be assigned or transferred by the LOCAL GOVERNMENT in whole or in part without the consent of the DEPARTMENT.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

CITY OF NEW SMYRNA BEACH FLORIDA	**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
By: _____	By: Charles Heffinger, Jr., P.E.
Title: _____	Title: Director of Transportation Operations
Date: _____	Date: _____
Attest: _____ (SEAL)	Attest: _____ (SEAL) Executive Secretary
LOCAL GOVERNMENT Legal Review:	DEPARTMENT Legal Review:
By: _____	By: _____

Exhibit "A"

SCOPE OF SERVICES

The project scope includes construction of a 12-foot-wide concrete multi-use trail designed to FDOT criteria from west of the Interstate 95 Interchange to east of Interstate 95 Interchange adjacent to State Road 44 within the FDOT Right of Way. Generally, the multi-use trail is separated from the westbound lanes of State Road 44 by a 10-foot shoulder and 5-foot to 30-foot clear area (as depicted in the Typical Section, Exhibit "B"). Construction activities also include turn lane widening, pavement reconstruction, lighting, signing, pavement markings, detectable warning surfaces, clearing and grubbing, turf, earthwork, and maintenance of traffic.

Termini -- West of the Interstate 95 Interchange at State Road 44 to east of Interstate 95 Interchange in Volusia County within the City of New Smyrna Beach along the north side of State Road 44.

Project Length – Approximately 0.46 miles

Exhibit "B"

ROADWAY PLANS

The Roadway Plans for the construction of the Multi-Use Trail Project, FPN 450642-1-52-01 are attached hereto.

CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 5	TYPICAL SECTIONS
6 - 12	TYPICAL SECTION DETAILS
13	MODEL MANAGEMENT
14 - 17	PROJECT CONTROL
18	GENERAL NOTES
19	FLOOD DATA TABLE
20 - 37	ROADWAY PLANS
38 - 55	PERMANENT EROSION CONTROL
56	TRAFFIC MONITORING SITE
57 - 58	SHARED USE PATH PROFILES
59 - 60	BACK-OF-SIDEWALK PROFILES
61 - 69	SPECIAL DETAILS
70 - 71	DRAINAGE NETWORK PLANS
72	DRAINAGE NETWORK PROFILES
73	OPTIONAL MATERIALS TABULATION
74	ROADWAY SOIL SURVEY
75 - 76	AUGER BORING RESULTS
77 - 82	BORING CROSS SECTIONS
83 - 166	CROSS SECTIONS
167 - 168	DRIVEWAY HALF-SECTIONS
169 - 186	TEMPORARY TRAFFIC CONTROL PLANS
187 - 204	UTILITY ADJUSTMENTS
UTV-1 - UTV-7*	VERIFIED UTILITY LOCATE SHEET

* These sheets are included in the Index of Roadway Plans only to indicate that they are a part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: N/A

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2025-26 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

FINANCIAL PROJECT ID 450642-1-52-01

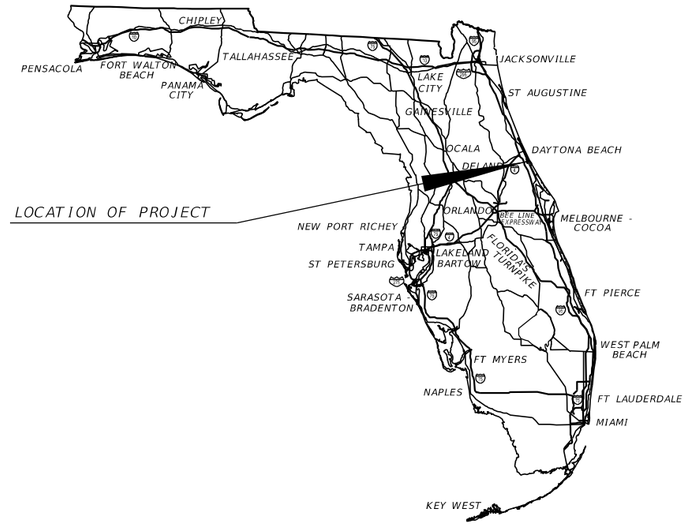
(FEDERAL FUNDS)

VOLUSIA COUNTY (79070)

STATE ROAD NO. 44

FROM W. OF I-95 TO E. OF S. WALKER DRIVE

PROJECT LOCATION URL:	https://tinyurl.com/wzyjnxkv
PROJECT LIMITS:	BEGIN MP 24.840 - END MP 27.351
EXCEPTIONS:	NONE
BRIDGE LIMITS:	NONE
RAILROAD CROSSING:	NONE



ROADWAY PLANS ENGINEER OF RECORD:

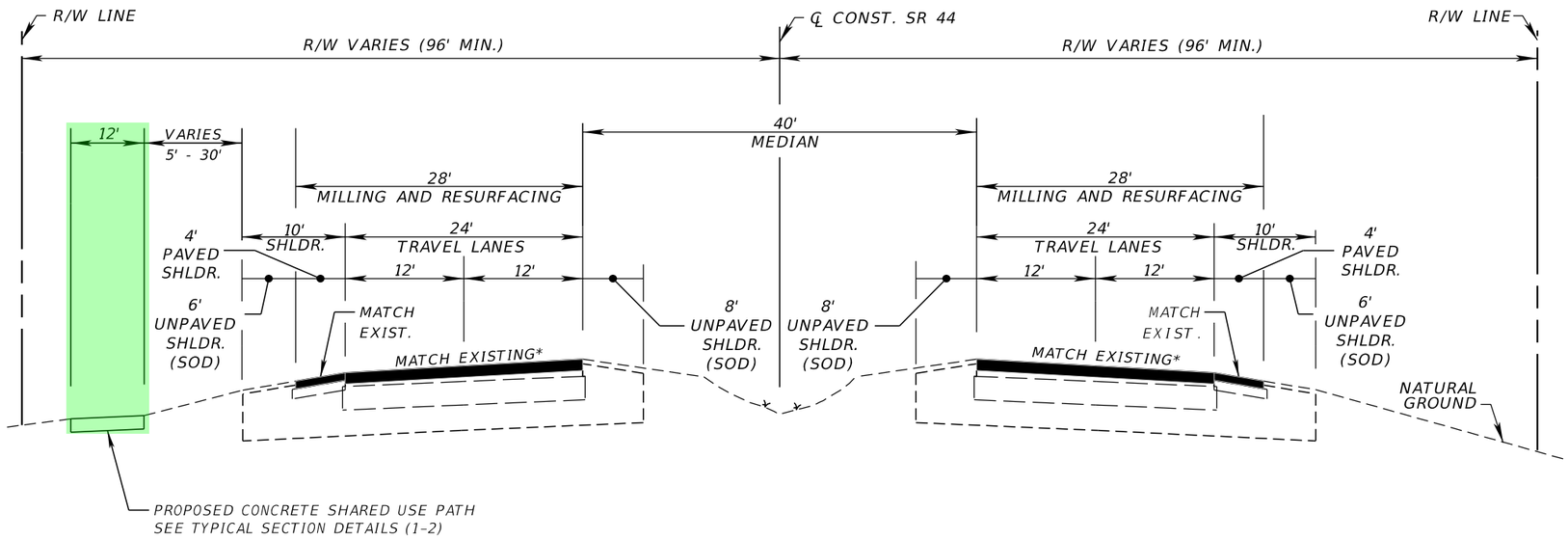
JASON M. SMITH, P.E.
P.E. LICENSE NUMBER 84309
SRD, INC.
17425 BRIDGE HILL COURT SUITE 200
TAMPA, FL 33647
813-621-3250
CONTRACT NO.: CAQ96
VENDOR NO.: 65-1080679

FDOT PROJECT MANAGER:

RANDALL TURNER

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
XXXXX	26	1

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TYPICAL SECTION
SR 44
STA. 107+80.94 TO STA. 131+81.27

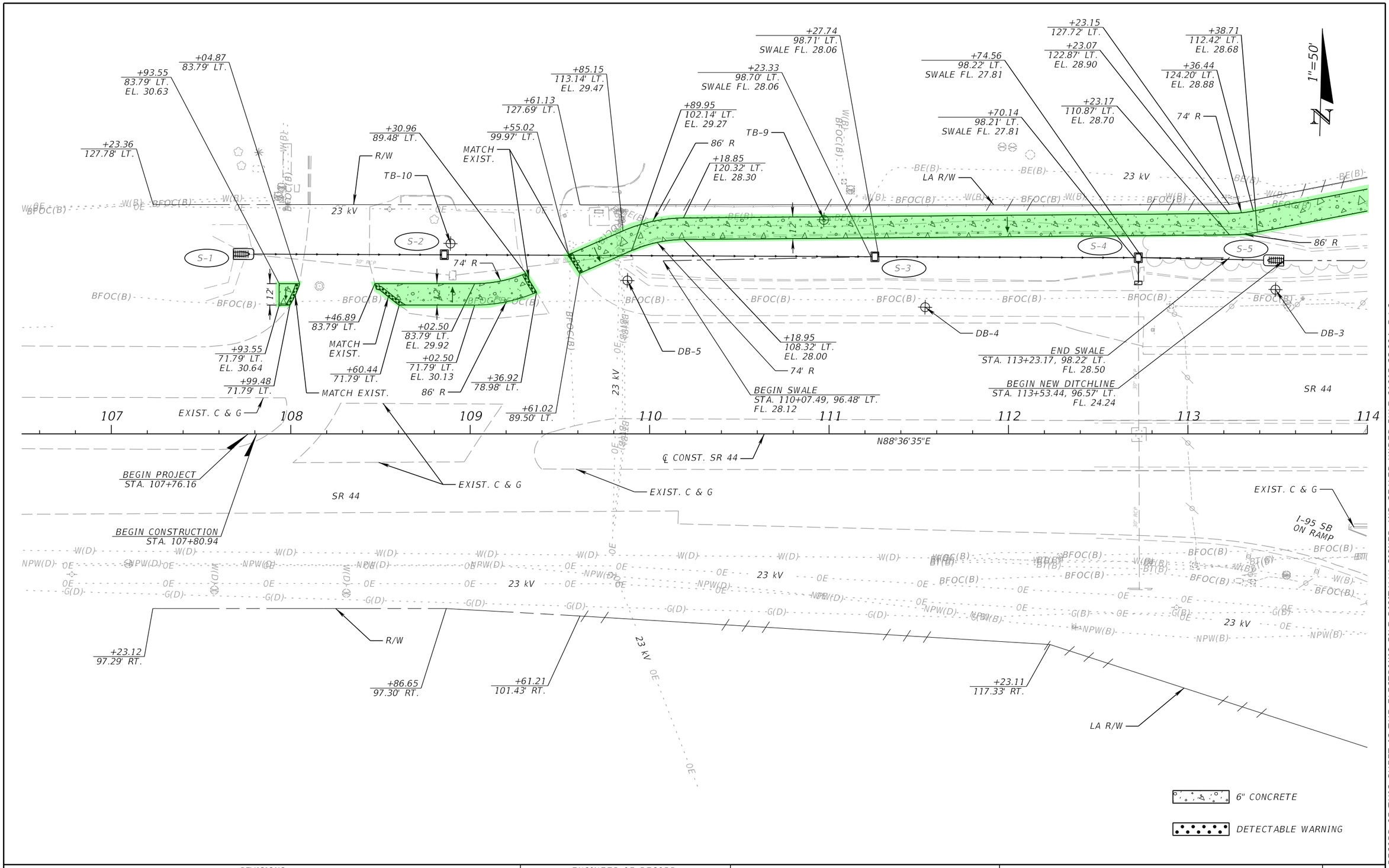
TRAFFIC DATA

CURRENT YEAR = 2025 AADT = 36,300
ESTIMATED OPENING YEAR = 2027 AADT = 37,100
ESTIMATED DESIGN YEAR = 2047 AADT = 45,100
K = 9.0% D = 50% T = 8.03% (24 HOUR)
DESIGN HOUR T = 4.02%
DESIGN SPEED = 55 MPH
CONTEXT CLASSIFICATION: C3C

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON SMITH, P.E. LICENSE NUMBER: 84309 SRD, INC. 17425 BRIDGE HILL COURT, SUITE 200 TAMPA, FL 33647	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		3
					SR 44	VOLUSIA	450642-1-52-01		

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P:\Worksets\FDOT\45064215202\Roadway\TYPSRD02.dgn : TYPICAL 1
$USER$ $DATE$ $TIME$



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

JASON SMITH, P.E.
LICENSE NUMBER: 84309
SRD, INC.
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

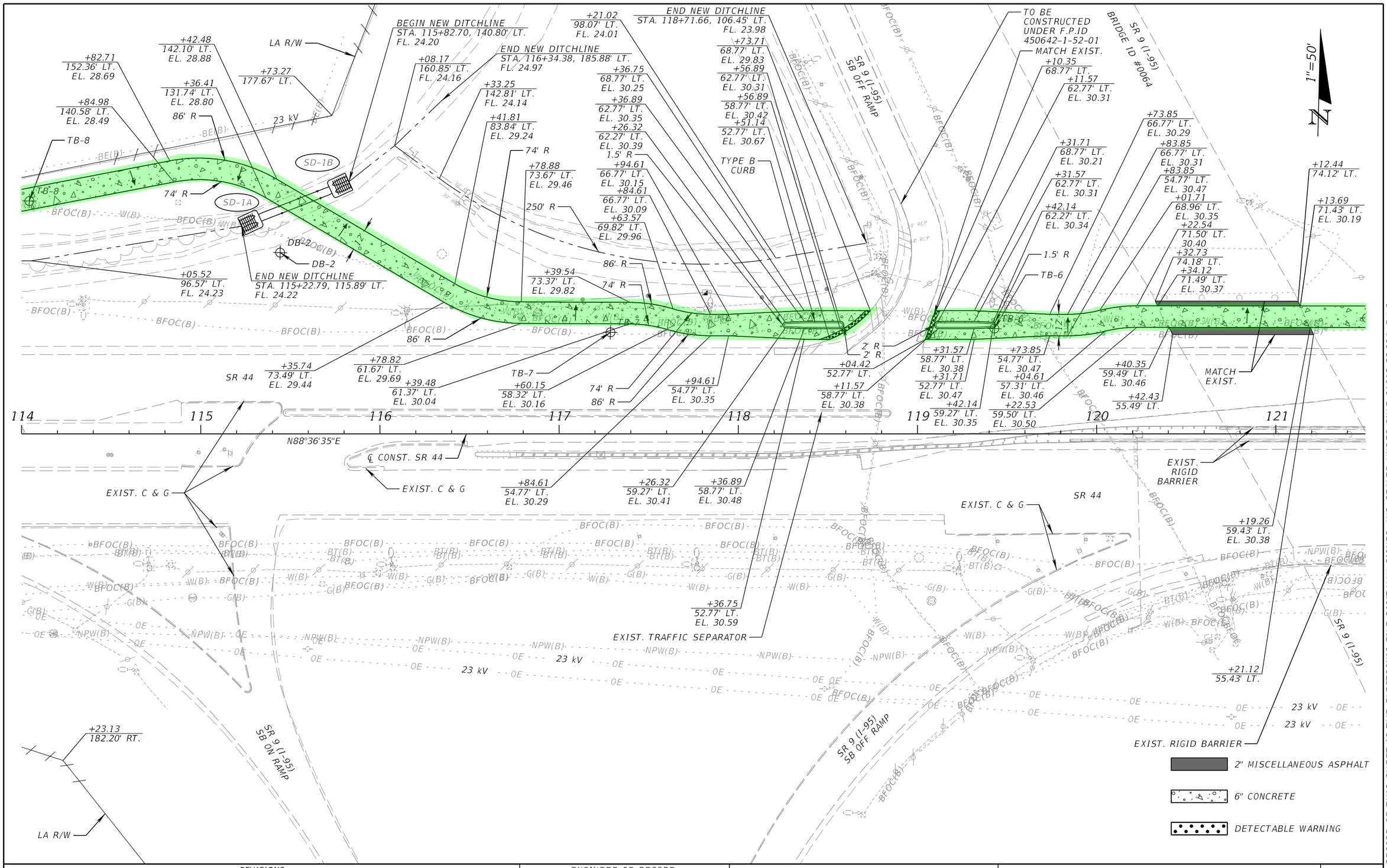
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (1)

SHEET NO. 9

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P:\Worksets\FDOT\45064215202\Roadway\PLANRD02.dgn : CL SR 44 - PLAN 1 [SHEET]
$USER$ $DATE$ $TIME$



REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLANS (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON SMITH, P.E. LICENSE NUMBER: 84309 SRD, INC. 17425 BRIDGE HILL COURT, SUITE 200 TAMPA, FL 33647	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		10
					SR 44	VOLUSIA	450642-1-52-01		

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P:\Worksets\FDOT\45064215202\Roadway\PLANRD02.dgn : CL SR 44 - PLAN 2 [SHEET]
$USER$ $DATE$ $TIME$

I-95 NORTHBOUND RAMP RETURN WIDENING

OPTIONAL BASE GROUP 08 (TYPE B-12.5 ONLY)
OPTIONAL BASE GROUP 07 (TYPE B-12.5 ONLY)
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ½")
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (1 ¼")
FRICTION COURSE FC-5 (¾") (PG 76-22)

1"=50'

SR 9 (I-95) NB ON RAMP
EXIST. WALL
LA R/W
+07.92 197.57' LT.
BEGIN NEW DITCHLINE STA. 125+28.80, 128.69' LT.
+27.67 87.37' LT. EL. 30.20
END NEW DITCHLINE STA. 125+45.56, 117.78' LT. FL. 26.50
BEGIN NEW DITCHLINE STA. 125+87.01, 90.70' LT. FL. 26.20
+65.22 95.85' LT. EL. 29.14
86' R
+92.19 113.09' LT. EL. 28.55
74' R
+92.36 101.09' LT. EL. 28.35
+32.31 169.69' LT.
+24.56 96.87' LT. EL. 30.16
BEGIN SHOULDER WIDENING STA. 124+28.41
+48.52 149.58' LT.
+26.37 91.15' LT. EL. 30.18
RB-3
+07.46 84.64' LT. EL. 30.69
2' R
+98.30 87.84' LT. EL. 30.80
DB-1
+02.06 83.18' LT. EL. 30.80
+90.94 89.00' LT. EL. 31.10
+68.37 109.65' LT. EL. 29.11
+23.40 117.48' LT.
86' R
+25.23 113.39' LT. EL. 28.85
+19.80 87.78' LT. FL. 25.57
+92.13 74.15' LT.
+93.68 71.30' LT. EL. 30.00
+00.21 59.29' LT. EL. 30.20
BEGIN PAVEMENT WIDENING STA. 124+85.72, 89.07' LT.
+98.16 80.04' LT.
+66.49 76.90' LT.
+64.20 69.96' LT. EL. 30.71
74' R
+27.18 87.93' LT. FL. 25.57
TB-3
SR 9 (I-95) BRIDGE ID #0065
+25.61 74.20' LT.
+43.14 73.19' LT. EL. 30.43
+43.27 67.19' LT. EL. 30.49
+26.95 71.35' LT. EL. 30.07
+32.70 66.69' LT. EL. 30.43
MATCH EXIST.
+00.89 71.22' LT. EL. 30.08
1.5' R
SD-2A
SD-2B
2' R
TB-4
TB-5
+32.61 59.34' LT. EL. 30.26
+34.49 55.34' LT.
+02.38 55.29' LT.
+01.07 59.22' LT. EL. 30.27
+32.70 63.70' LT. EL. 30.43
+43.27 63.19' LT. EL. 30.53
86' R
+65.25 66.10' LT. EL. 30.74
MATCH EXIST.
+69.78 61.16' LT.
1.5' R
+37.51 91.28' LT. EL. 29.94
+36.53 94.11' LT. EL. 29.94
+21.22 113.47' LT. EL. 28.84
+24.71 101.40' LT. EL. 28.64
74' R
+27.56 67.85' LT.
23 kV
SR 44
+44.68 66.30' LT.
+44.68 67.60' LT.
122 123 124 125 126 127 128 129
+41.16 61.42' LT. EL. 31.10
N88°36'35"E
+08.76 80.86' LT. EL. 30.73
+10.51 75.12' LT. EL. 30.80
+37.04 66.43' LT. EL. 30.80
END SHOULDER WIDENING STA. 126+44.68, 61.30' LT.
+21.26 101.47' LT. EL. 28.63
℄ CONST. SR 44
EXIST. RIGID BARRIER
SR 44
+43.12 57.19' LT. EL. 30.59
45' R
50' R
+29.76 81.74' LT. EL. 30.22
+37.03 61.43' LT. EL. 31.10
END PAVEMENT WIDENING STA. 125+61.49, 50.31' LT.
EXIST. C & G TO BE REMOVED
EXIST. C & G
23 kV
+73.11 132.43' RT.
EXIST. RIGID BARRIER
SR 9 (I-95) BRIDGE ID #0064
SR 9 (I-95)
23 kV
EXIST. C & G
EXIST. WALL
+73.11 172.43' RT.
LA R/W
SR 9 (I-95) NB OFF RAMP

PAVEMENT REMOVAL / SOD
2" MISCELLANEOUS ASPHALT
SHOULDER WIDENING
6" CONCRETE
PAVEMENT WIDENING
DETECTABLE WARNING

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
JASON SMITH, P.E.
LICENSE NUMBER: 84309
SRD, INC.
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (3)

SHEET NO. 11

P:\Worksets\FDOT\45064215202\Roadway\PLANRD02.dgn : CL SR 44 - PLAN 3 [SHEET]
$USERS $DATES $TIMES

1"=50'

74' R
+66.29
98.57' LT.
EL. 28.36
+63.07
98.64' LT.
EL. 28.37
86' R
SEE TYPICAL SECTION DETAILS
TB-1
+26.75
79.97' LT.
FL. 27.40
+78.61
98.56' LT.
+78.60
86.56' LT.
+21.13
102.54' LT.
LA R/W
+62.54
86.65' LT.
EL. 28.16
+66.29
86.57' LT.
EL. 28.16
R/W
TB-2
END NEW DITCHLINE
STA. 131+78.61, 80.34' LT.
FL. 27.42
12'
+31.83
62.83' LT.
+76.48
62.90' LT.
+78.61
62.66' LT.
RB-2
END PAVEMENT WIDENING
STA. 131+78.61, 43.95' LT.
RB-1
EXIST. C & G
SR 44
129
130
131
132
133
134
135
136
N88°36'35"E
23 kV
BEGIN PAVEMENT WIDENING
STA. 129+76.48, 43.85' LT.
END PROJECT
END CONSTRUCTION
STA. 131+81.27
℄ CONST. SR 44
SR 44
+61.08
107.45' RT.
+21.11
107.46' RT.
LA R/W
R/W
FLORIDA MEMORIAL PKWY.
PAVEMENT REMOVAL / SOD
6" CONCRETE
PAVEMENT WIDENING

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
JASON SMITH, P.E.
LICENSE NUMBER: 84309
SRD, INC.
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (4)

SHEET NO.
12

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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$USER$ $DATE$ $TIME$

Exhibit "C"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 42-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, MAINTENANCE MEMORANDUM OF AGREEMENT FOR ON SYSTEM MULTI-USE TRAIL PROJECT TO ALLOW THE MULTI-USE TRAIL PROJECT TO BE CONSTRUCTED AND OPERATED WITHIN THE RIGHT OF WAY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Maintenance Memorandum of Agreement for the on system multi-use trail project; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Grant Agreement for the aforementioned project, FPN 450642-1-52-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN 450642-1-52-01, which agreement is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 12/1/2025

EXHIBIT "A"

FPN# 450642-1-52-01

MAINTENANCE MEMORANDUM OF AGREEMENT
FOR ON SYSTEM MULTI-USE TRAIL PROJECT
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
("DEPARTMENT")
and
the CITY OF NEW SMYRNA BEACH
("LOCAL GOVERNMENT")

THIS AGREEMENT, made and entered into on _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the State of Florida, hereinafter called the "DEPARTMENT," and the CITY OF NEW SMYRNA BEACH, hereinafter called the "LOCAL GOVERNMENT."

WITNESSETH

WHEREAS, the State of Florida Legislature has approved and mandated the DEPARTMENT to complete various projects included in the DEPARTMENT'S Work Program; and

WHEREAS, the DEPARTMENT has jurisdiction over and maintains State Road 44 as part of the State Highway System; and

WHEREAS, the DEPARTMENT agrees to allow the Multi-Use Trail Project to be constructed and operated within the Right of Way only under certain conditions necessary to protect the traveling public; and

WHEREAS, LOCAL GOVERNMENT, by Resolution No. _____, dated _____, and attached hereto as Exhibit "C" has authorized its officers to execute this AGREEMENT on its behalf and to formally commit to permanent, perpetual maintenance of the Multi-Use Trial Project.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The DEPARTMENT hereby agrees to construct or cause to be constructed the Multi-Use Trail Project as described in Exhibit "A" attached hereto and incorporated herein and as specified in the Roadway Plan(s) attached hereto and incorporated herein as Exhibit "B."

2. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Roadway Plans and Specifications of Financial Project Number (FPN) 450642-1-52-01, in perpetuity, according to the DEPARTMENT standards in effect on the date of this agreement, which include, but are not limited to, Design Standards, and the Standard Specifications, and

as amended from time to time and according to the requirements of the Americans with Disabilities Act.

3. Items to be maintained by the LOCAL GOVERNMENT shall include but are not limited to: vegetation management and removal of graffiti and all aesthetic features. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, sweep, edge and provide weed control along the Multi-Use Trail Project corridor which is described as a twelve (12) foot wide concrete path along State Road 44 from west of Interstate 95 to east of Interstate 95 of .46 miles. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing trail related slope erosion and maintaining trail related signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-Use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.

4. The DEPARTMENT shall mow, including litter control associated with the mowing cycle, within the Multi-Use Trail Project as defined in Section 2 of this Agreement according to the Maintenance Rating Program (MRP) Manual. Mowing and litter control requirements above MRP standards shall be handled and performed by the LOCAL GOVERNMENT.

5. The LOCAL GOVERNMENT shall conduct a minimum of one (1) annual inspection of the Multi-Use Trail to ensure that any and all safety deficiencies are addressed.

6. When the Multi-Use Trail Project is at the end of its useful life as determined by the LOCAL GOVERNMENT, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.

7. Should the LOCAL GOVERNMENT desire to add future amenities to the Multi-Use Trail Project, the LOCAL GOVERNMENT shall contact the DEPARTMENT for prior approval.

8. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the

DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.

9. The DEPARTMENT may remove, relocate, or adjust the Multi-Use Trail Project in whole or in part at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent State Road be widened, altered, or otherwise changed. The DEPARTMENT shall give the LOCAL GOVERNMENT notice regarding such removal, relocation, or adjustment. Any removal, relocation, or adjustment shall require LOCAL GOVERNMENT approval if maintenance responsibility is to be assigned to the LOCAL GOVERNMENT.

10. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

11. This Agreement may not be assigned or transferred by the LOCAL GOVERNMENT in whole or in part without the consent of the DEPARTMENT.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the Agreement and Florida law, the laws of Florida shall prevail.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited, by the signatures below.

CITY OF NEW SMYRNA BEACH FLORIDA	**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**
By: _____	By: Charles Heffinger, Jr., P.E.
Title: _____	Title: Director of Transportation Operations
Date: _____	Date: _____
Attest: _____ (SEAL)	Attest: _____ (SEAL) Executive Secretary
LOCAL GOVERNMENT Legal Review:	DEPARTMENT Legal Review:
By: _____	By: _____

Exhibit "A"

SCOPE OF SERVICES

The project scope includes construction of a 12-foot-wide concrete multi-use trail designed to FDOT criteria from west of the Interstate 95 Interchange to east of Interstate 95 Interchange adjacent to State Road 44 within the FDOT Right of Way. Generally, the multi-use trail is separated from the westbound lanes of State Road 44 by a 10-foot shoulder and 5-foot to 30-foot clear area (as depicted in the Typical Section, Exhibit "B"). Construction activities also include turn lane widening, pavement reconstruction, lighting, signing, pavement markings, detectable warning surfaces, clearing and grubbing, turf, earthwork, and maintenance of traffic.

Termini -- West of the Interstate 95 Interchange at State Road 44 to east of Interstate 95 Interchange in Volusia County within the City of New Smyrna Beach along the north side of State Road 44.

Project Length – Approximately 0.46 miles

Exhibit "B"

ROADWAY PLANS

The Roadway Plans for the construction of the Multi-Use Trail Project, FPN 450642-1-52-01 are attached hereto.

CONTRACT PLANS COMPONENTS

ROADWAY
SIGNING AND PAVEMENT MARKING
SIGNALIZATION
LIGHTING

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROADWAY PLANS

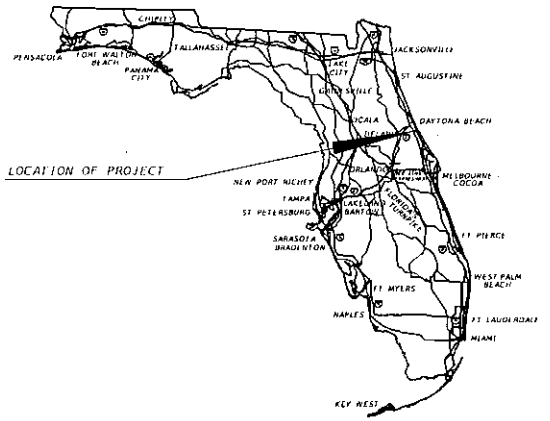
FINANCIAL PROJECT ID 450642-1-52-01

(FEDERAL FUNDS)

VOLUSIA COUNTY (79070)

STATE ROAD NO. 44

FROM W. OF I-95 TO E. OF S. WALKER DRIVE



PROJECT LOCATION URL:	https://tinyurl.com/wzyjnxkv
PROJECT LIMITS:	BEGIN MP 24.840 - END MP 27.351
EXCEPTIONS:	NONE
BRIDGE LIMITS:	NONE
RAILROAD CROSSING:	NONE

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3 - 5	TYPICAL SECTIONS
6 - 12	TYPICAL SECTION DETAILS
13	MODEL MANAGEMENT
14 - 17	PROJECT CONTROL
18	GENERAL NOTES
19	FLOOD DATA TABLE
20 - 37	ROADWAY PLANS
38 - 55	PERMANENT EROSION CONTROL
56	TRAFFIC MONITORING SITE
57 - 58	SHARED USE PATH PROFILES
59 - 60	BACK-OF-SIDEWALK PROFILES
61 - 69	SPECIAL DETAILS
70 - 71	DRAINAGE NETWORK PLANS
72	DRAINAGE NETWORK PROFILES
73	OPTIONAL MATERIALS TABULATION
74	ROADWAY SOIL SURVEY
75 - 76	AUGER BORING RESULTS
77 - 82	BORING CROSS SECTIONS
83 - 166	CROSS SECTIONS
167 - 168	DRIVEWAY HALF-SECTIONS
169 - 186	TEMPORARY TRAFFIC CONTROL PLANS
187 - 204	UTILITY ADJUSTMENTS
UTV 1 - UTV 1*	VERIFIED UTILITY LOCATE SHEET

* These sheets are included in the Index of Roadway Plans only to indicate that they are a part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: N/A

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2025-26 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

ROADWAY PLANS ENGINEER OF RECORD:

JASON M. SMITH, P.E.
P.E. LICENSE NUMBER 84309
SRD, INC.
17425 BRIDGE HILL COURT SUITE 200
TAMPA, FL 33647
813 621 3250
CONTRACT NO.: CA096
VENDOR NO.: 65-1080679

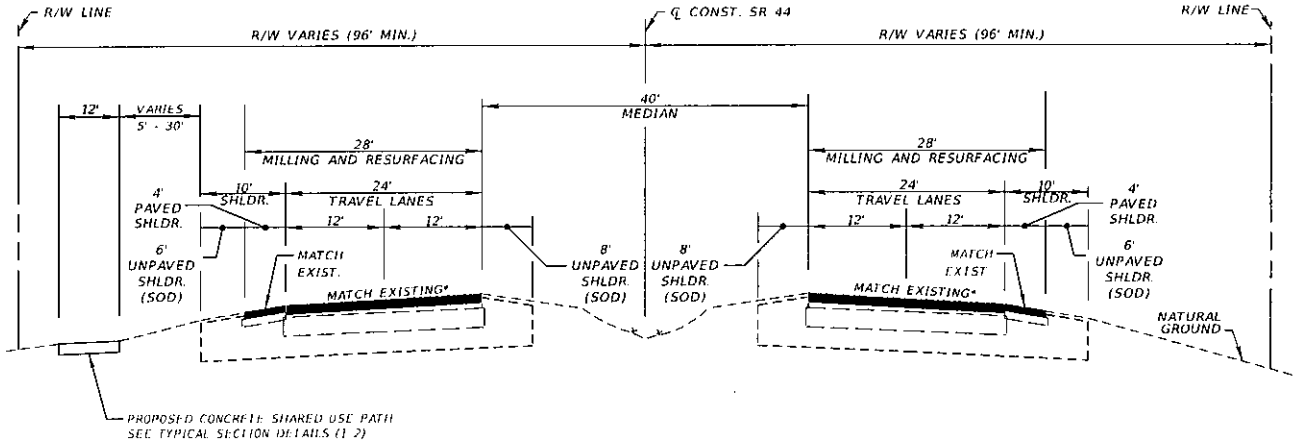
FDOT PROJECT MANAGER:

RANDALL TURNER

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO
XXXXX	26	1

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TYPICAL SECTION

SR 44

STA. 107+80.94 TO STA. 131+81.27

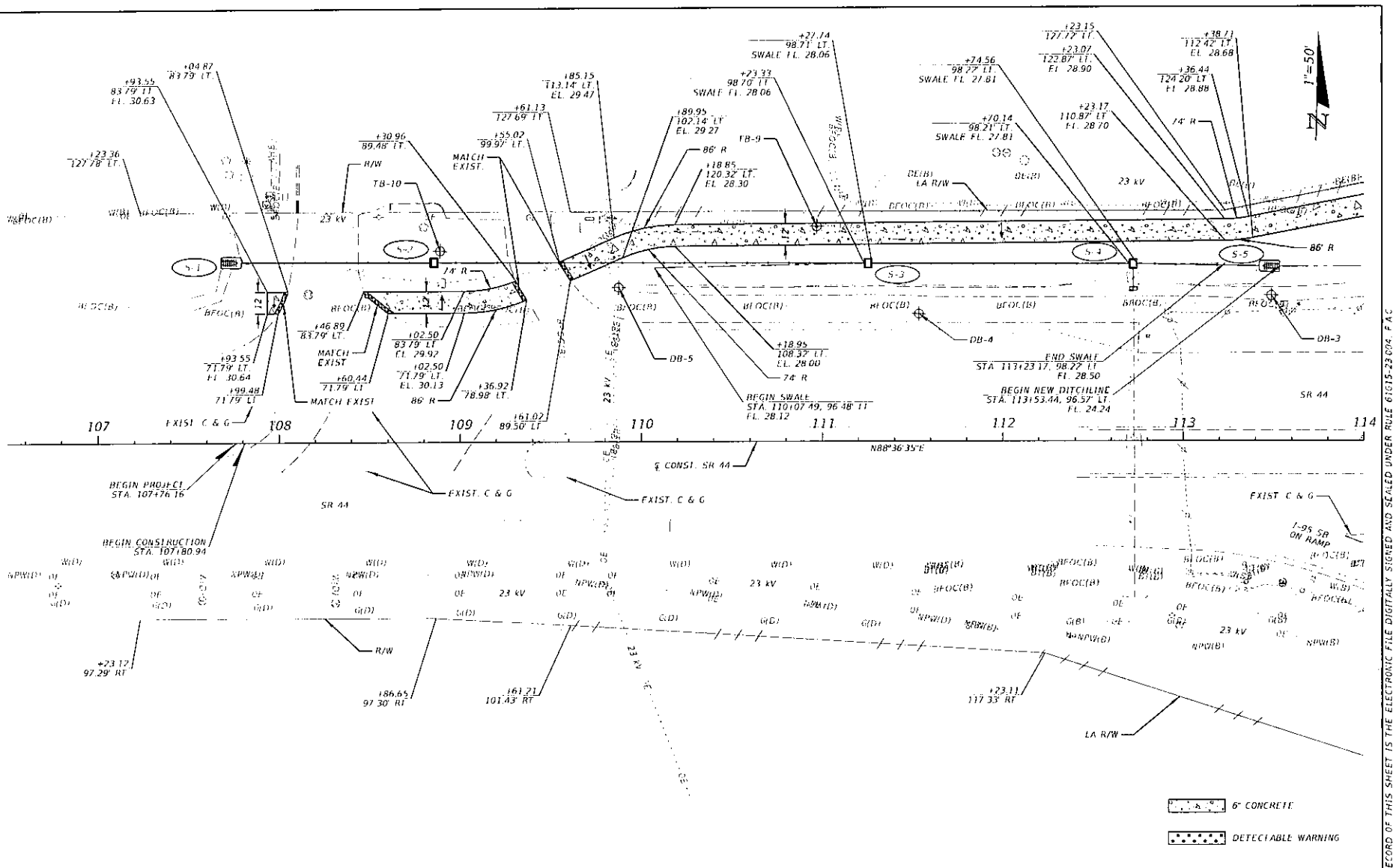
TRAFFIC DATA

CURRENT YEAR = 2025 AADT = 36,300
ESTIMATED OPENING YEAR = 2027 AADT = 37,100
ESTIMATED DESIGN YEAR = 2047 AADT = 45,100
K = 9.0% D = 50% T = 8.03% (24 HOUR)
DESIGN HOUR T = 4.02%
DESIGN SPEED = 55 MPH
CONTEXT CLASSIFICATION: C3C

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	JASON SMITH, P.E. LICENSE NUMBER: 84309 SRD, INC 17425 BRIDGE HILL COURT, SUITE 200 TAMPA, FL 33647	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		3
					SR 44	VOLUSIA	450642-1-52-01		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

JASON SMITH, P.E.
LICENSE NUMBER: 84309
SRD, INC.
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

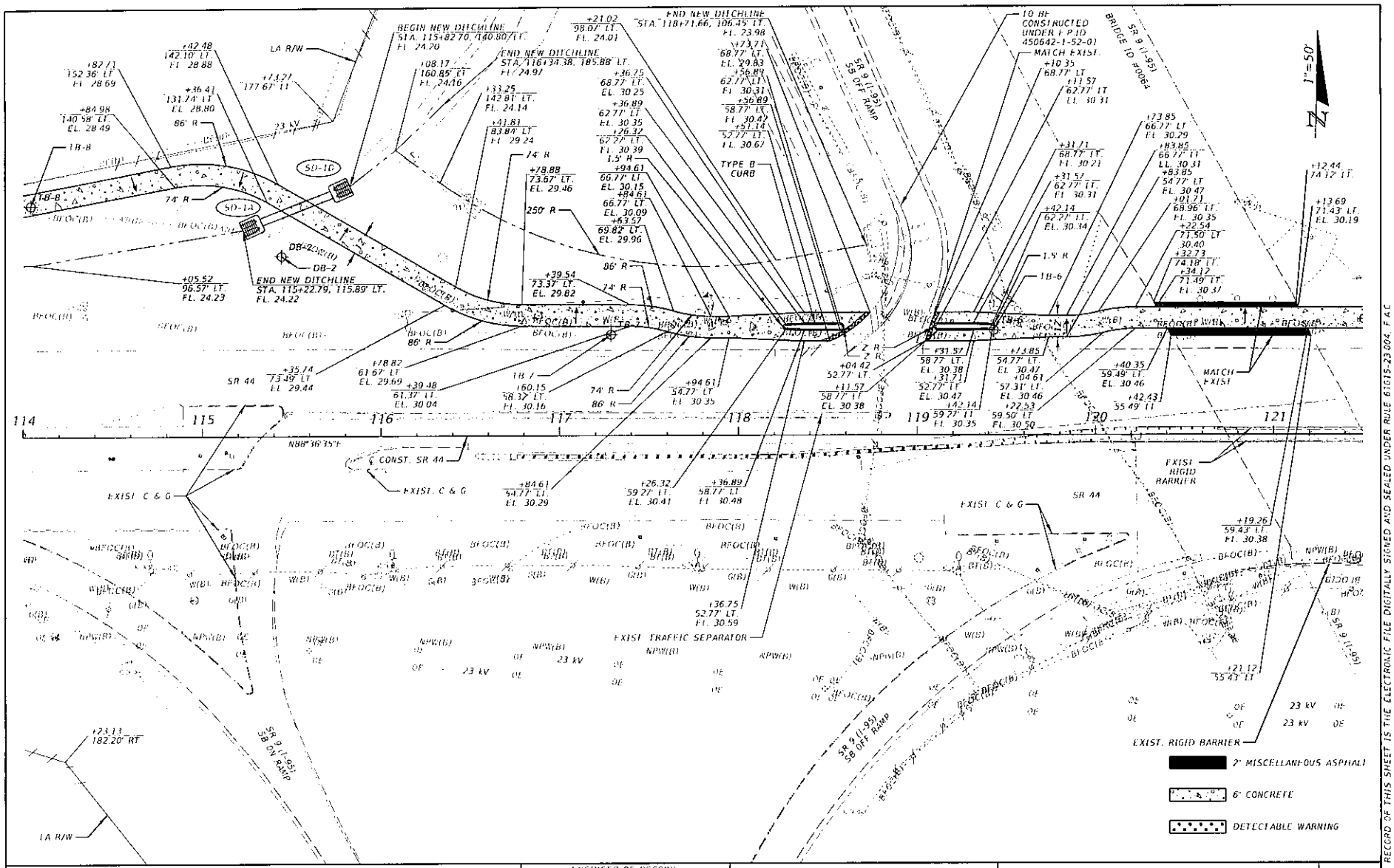
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (1)

SHEET NO: 9

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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JASON SMITH, P.E.
LICENSE NUMBER: 84309
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17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

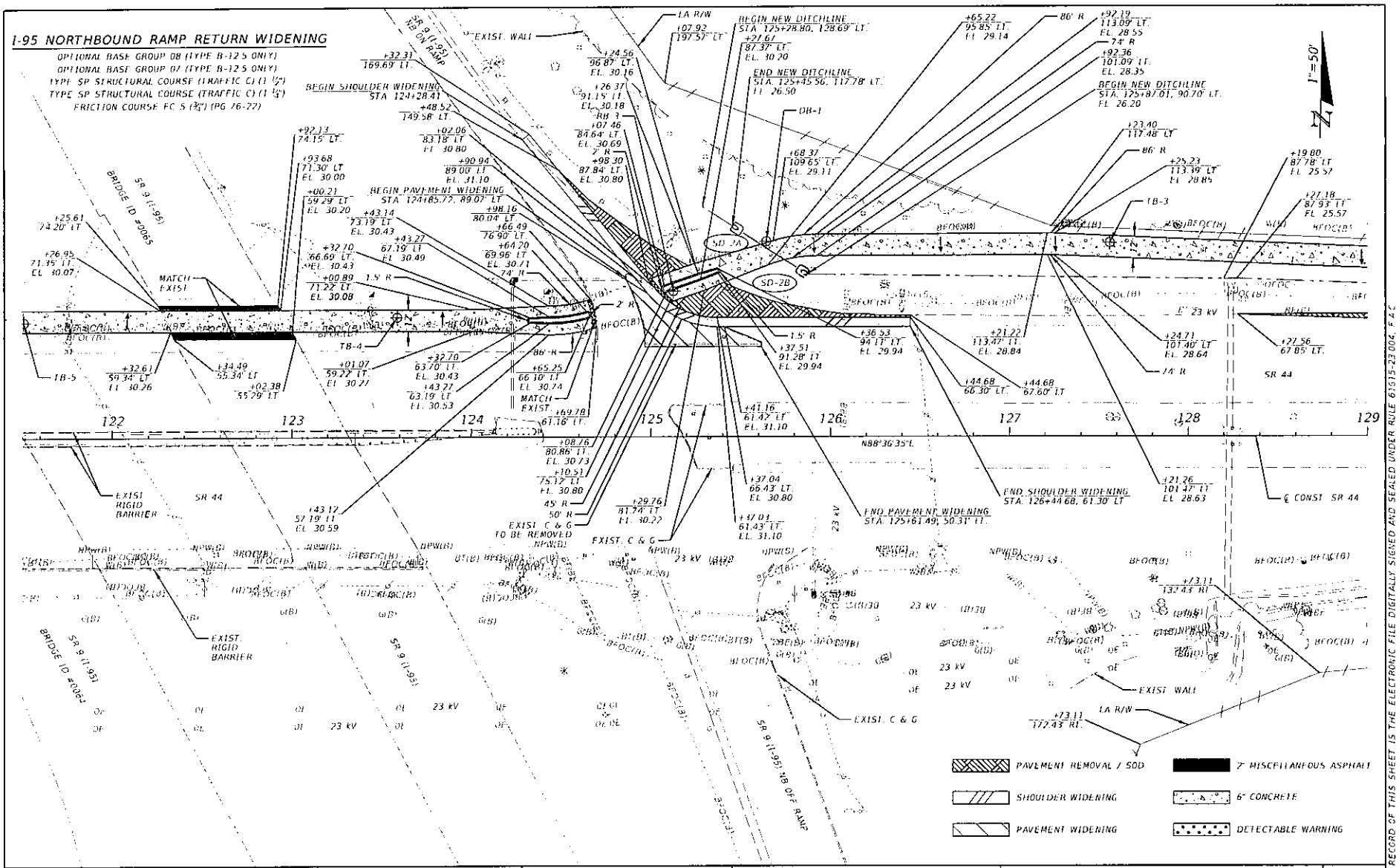
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (2)

SHEET NO. 10

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
JASON SMITH, P.E.
LICENSE NUMBER: 84309
SRD, INC.
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

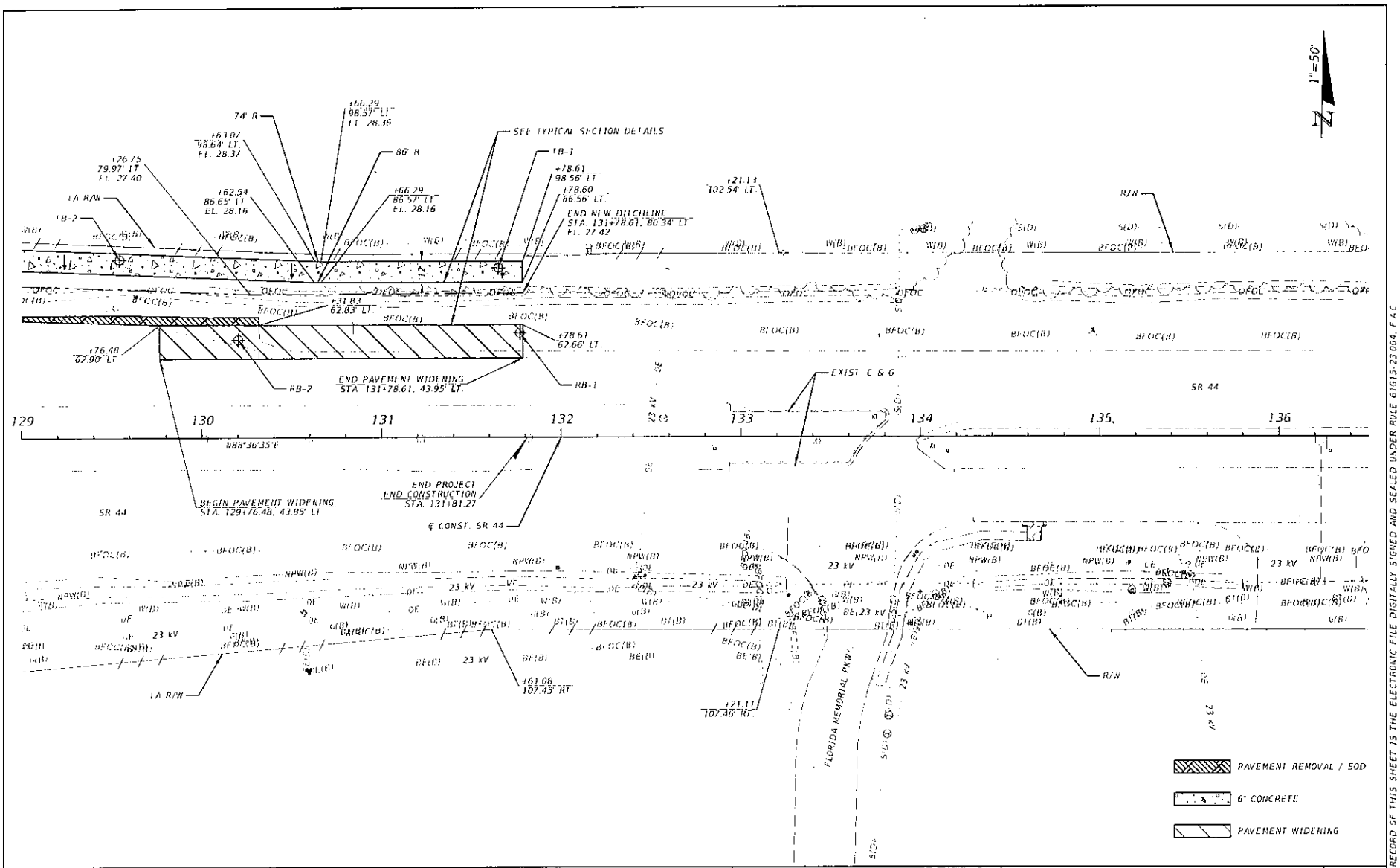
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (3)

SHEET NO. 11

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD

JASON SMITH, P.E.
LICENSE NUMBER 84309
SRD, INC
17425 BRIDGE HILL COURT, SUITE 200
TAMPA, FL 33647

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 44	VOLUSIA	450642-1-52-01

ROADWAY PLANS (4)

SHEET NO. 12

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Exhibit "C"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

RESOLUTION NO. 43-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD DEDICATE THE PARK AT PAIGE AVENUE IN HONOR OF PHIL HALL.

December 9, 2025

Background:

Proposed renaming of Paige Avenue Park to "Phil Hall Park".

Phil Hall has been instrumental in the construction of the new pickleball courts at Paige Avenue Park. Phil served as a mainstay and leader of the New Smyrna Beach Pickleball Club since the club's reforming in 2021 and worked with the city to grow and improve pickleball programming, facilities, courts, etc. Phil passed away November 6th, and the City would like to honor him by naming the new park after him. We plan for a soft opening following completion of construction in late December with a grand opening in January.

Staff recommends renaming Paige Avenue Park to "Phil Hall Park".

Fiscal Analysis:

n/a

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Phil Hall Bio.docx
Res 43-25 Renaming Paige Ave Park to Phil Hall Park.pdf

Phil Hall Bio

Phil grew up in Salisbury, Maryland, the oldest of four children. Phil attended the University of Maryland, majoring in Business. He started a career in the tire industry working for Michelin Tire doing wholesale sales. Towards the end of his time at Michelin Phil ran the government sales department. After leaving Michelin, Phil worked for Hutchinson Industries selling run flat tires made for armored and industrial vehicles.

In retirement, Phil played a lot of golf and when he moved to New Smyrna Beach in 2010, he found pickleball when searching for a retirement community. Phil developed a real passion for the sport which spurred him to teach others about pickleball. He was the NSB pickleball ambassador and a champion for pickleball players in the city. In June 2021, Phil gathered other interested players to re-form the NSB Pickleball Club, Inc. with the purpose of working with the city to develop new pickleball facilities and enhance the existing courts.

Phil was responsible for working with the city commission and city staff to build new courts on the west side of town. This was the beginning of Paige Park. In the three years leading up to completing the project Phil worked tirelessly with the Leisure Services Department to ensure the funding and planning stayed on track.

Phil was well known around the city even outside of the pickleball community. He was a volunteer at the New Smyrna Beach Visitor's Center and in 2023 received the Tourism Champion Award. This speaks to Phil's outgoing personality and willingness to speak to anyone about his new hometown that he loved.

RESOLUTION NO. 43-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, DEDICATING AND NAMING THE PICKLEBALL COURTS LOCATED AT THE PAIGE AVENUE PARK AS "PHIL HALL PARK," IN HONOR OF PHIL HALL FOR HIS CONTRIBUTIONS TO THE DEVELOPMENT AND PROMOTION OF PICKLEBALL WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach recognizes the importance of public recreational facilities in promoting health, wellness and community engagement: and

WHEREAS, pickleball has become on the fastest-growing sports in the nation and within the city, offering accessible physical activity for residents of all ages; and

WHEREAS, Phil Hall, a resident of New Smyrna Beach since 2010, demonstrated dedication and passion for the growth of pickleball in the city; and

WHEREAS, in June 2021, through the efforts and dedication of Phil Hall, the New Smyrna Beach Pickleball Club, Inc., was re-formed with the purpose of partnering with the City to develop new pickleball facilities and enhance existing courts; and

WHEREAS, Phil Hall worked closely with the city leaders and staff to help promote new pickleball courts to the west side of town, which was the beginning of the Paige Avenue Park; and

WHEREAS, in the last three years following the start of the Paige Avenue Park pickleball court expansion, Phil Hall worked tirelessly with the Leisure Services Department to secure funding and to ensure that the project remained on schedule; and

WHEREAS, the City desires to dedicate Paige Avenue Park in honor Phil Hall; and

WHEREAS, the City finds that a fitting tribute to Phil Hall would be the renaming of Paige Avenue Park to Phil Hall Park

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The City hereby dedicates and names the Paige Avenue Park located on South Glencoe Road as "Phil Hall Park" in honor and memory of Phil Hall.

SECTION 2: The City Manger is authorized and directed to install appropriate signage and markers at the facility acknowledging the dedication and to take all administrative actions necessary to implement this Resolution.

SECTION 3: This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

Dated: December 3, 2025

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

RESOLUTION NO. 44-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD APPROVE AN INVENTORY LIST OF MUNICIPAL VACANT PROPERTIES THAT WOULD BE APPROPRIATE FOR USE OF AFFORDABLE HOUSING.

December 9, 2025

Background:

Florida Statute 166.045 requires municipalities to prepare a list of inventory properties every three years of which the municipality holds fee simple title that is appropriate for use as affordable* housing.

The properties identified on the adopted inventory list may be offered for sale** by the municipality and the proceeds may be used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the property may be made available for use for the production and preservation of permanent affordable housing. *Affordable means that monthly rents or mortgage payments including taxes, insurance, and utilities do not exceed 30% of that amount which represents the percentage of the median adjusted gross annual income for extremely-low-income persons, very-low income persons, low-income persons, or moderate-income persons. ** Disposal of properties located in the CRA must invite proposals from anyone interested in redeveloping the parcels for the affordable housing purposes described herein and have been publicly noticed in a newspaper at least 30 days prior to execution of any contract.

Findings:

After evaluation, Staff has determined that no properties in its current inventory are suitable for development for affordable housing. Staff recommends approval.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Res 44-25 Affordable Housing Inventory List.pdf

RESOLUTION NO. 44-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, APPROVING THE INVENTORY LIST OF CITY OWNED PROPERTY APPROPRIATE FOR USE AS AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that every three (3) years municipalities in the State of Florida prepare an inventory list of all real property within its jurisdiction to which the City holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list must include the address and legal description of the property and specify if the property is vacant or improved; and

WHEREAS, the City last adopted its inventory list in 2022 via Resolution No. 04-22; and

WHEREAS, city staff has reviewed available city property for the purpose of creating inventory list; and

WHEREAS, city staff found no properties suitable for inclusion on an inventory list appropriate for use as affordable housing; and

WHEREAS, all properties enumerated on the city's previous list have been distributed for affordable housing projects; and

WHEREAS, City Commission finds and declares that adoption of this resolution is in conformance with the requirements of Section 166.0451, Florida Statutes, necessary, appropriate, and in the public interest of the citizens of the City of New Smyrna Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The adoption of this resolution is necessary, appropriate, and in the best interests of the citizens of the City of New Smyrna Beach, and in compliance with Florida Statute § 166.0451.

SECTION 2: The City of New Smyrna Beach does not have any properties suitable for inclusion on an inventory list.

SECTION 3: At such time during the effective period of this Resolution, if the city shall acquire additional properties that may be deemed suitable for affordable housing the city may amend this Resolution accordingly.

SECTION 4: This Resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 12/1/2025

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 45-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD CONFIRM THE CITY COMMISSIONERS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS FOR FIRE RESCUE SERVICES.

December 9, 2025

Background:

The city is conducting a fire assessment study to explore funding options for fire services, with results expected in spring 2026 and presented to the Commission for consideration in the Fiscal Year 2027 budget. To preserve the ability to use the uniform method of collection if a fire assessment is ultimately adopted, the Commission must approve a resolution of intent to use said method by January 10, 2026. Adoption of this resolution does not create or impose a fire assessment; it simply secures the City's option to use the uniform method in the future. This approach ensures efficient and reliable collection through the annual tax bill process.

Findings:

Adopt Resolution No. 45-25, confirming the City Commissioners intent to utilize the uniform method of levy and collection of non-ad valorem assessments for fire rescue services.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

Res 45-25 NSB Fire Assessment.pdf

RESOLUTION 45-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH CONFIRMING THE CITY COMMISSION'S INTENT TO UTILIZE THE UNIFORM METHOD OF LEVY AND COLLECTION OF NON-AD VALOREM ASSESSMENTS WITHIN THE CITY WHICH MAY BE LEVIED BY THE CITY IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, FLORIDA STATUTES FOR THE PURPOSES OF THE PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission ("Commission") of the City of New Smyrna Beach ("City") has determined to consider utilization of the uniform method of levy, collection and enforcement of non-ad valorem assessments authorized pursuant to section 197.3632, Florida Statutes, for the purpose of the provision of fire rescue services; and

WHEREAS, the City, as required by section 197.3632, has published notice of the Commission's intent to consider utilization of the uniform method once a week for four weeks in a newspaper of general circulation in Volusia County prior to consideration of utilization of the uniform method; and

WHEREAS, the Commission is authorized pursuant to its constitutional grant of home rule authority, Chapter 166, Florida Statutes, and section 197.3632, Florida Statutes, to levy, collect and enforce non-ad valorem assessments for fire rescue services; and

WHEREAS, the legal description of the benefitted properties on which non-ad valorem assessments would be levied is attached to this resolution by Exhibit "A" and hereby incorporated herein as required by section 197.3632, Florida Statutes.

NOW THEREFORE, BE IT RESOLVE BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: The Commission, upon conducting its public hearing as required by section 197.3632, Florida Statutes hereby expresses its intention to use the uniform method of collection non-ad valorem assessments for the purpose the provision of fire rescue services for those benefitted properties within the City described in **Exhibit "A"**.

SECTION 2: The City hereby determines that the levy of assessments is necessary to fund the provision of fire rescue services.

SECTION 3: The uniform method of collecting non-ad valorem assessments shall be used for the fiscal year beginning October 1, 2026, and with the tax statement mailed for such fiscal year and continuing thereafter until discontinued by the City.

SECTION 4: Said assessments shall be levied annually for the purposes described above within the City as further described in **Exhibit "A"**.

SECTION 5: The resolution shall become effective upon its adoption. The City Manager is hereby directed to provide the Property Appraiser and Tax Collector of Volusia County and the Florida Department of Revenue with a copy of this resolution upon adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

Dated: December 3, 2025

EXHIBIT "A"

CITY OF NEW SMYRNA BEACH MUNICIPAL BOUNDARIES

Beginning at an old stake situated ninety-seven feet (97') East of the center of the bridge South Canal, Gabordy's Canal at its junction with the Indian River North, and the Southeast Corner of the Pedro De Cala Grant also being the southeast corner of the Seymour Pickett Grant, supposed to be located within a few feet of the Northeast corner of said bridge, and on the North shores of said Canal, in Township 17S, Range 34 East, Volusia County, Florida; thence Westerly along the South line of said Pickett Grant to the Southwest corner of said Pickett Grant; thence continuing westerly along the south line of said Pickett Grant, S 71º 44' 13" W, a distance of 724.04 feet; thence continuing westerly along the south line of said Pickett Grant, S 71º 44' 13" W, a distance of 336.47 feet to the Westerly line of Lot 51, Model Land Company Subdivision as shown on map in Map Book 4, Page 9 of the Public Records of Volusia County, Florida; thence North 18º 15' 05" West, along the Westerly line of said Lot 51 and along the Westerly line of Lots 49 and 50, said Model Land Company Subdivision, to the Easterly prolongation of the Southerly line of Lot 43, said Model Land Company Subdivision; thence South 89º 48' 20" West along the Southerly line of said Lot 43 to the intersection of the Northerly line of Lot 41, said Model Land Company Subdivision; thence North 58º 15' 30" West, along the Northerly line of said Lot 41 to a point being South 58º 15' 30" East and 1387.63 feet from the intersection of the Northerly line of said Lot 41 and the Easterly line of Old Mission Road; thence South 89º 42' 40" West, a distance of 235.68 feet; thence North 58º 15' 30" West, a distance of 2.83 feet; thence North 31º 44' 30" West, a distance of 125 feet to the Northerly line of said Lot 41; thence North 58º 15' 30" West, along the Northerly line of said Lot 41 to the Southwesterly corner of Lot 43, said Model Land Company Subdivision; thence N 32º 03' 25" E along the Westerly line of said Lot 43, a distance of 661.57 feet to the Southwesterly line of Lot 38, said Model Land Company Subdivision; thence N 58º 13' 23" W along the said Southwesterly line of Lot 38 a distance of 660.00 feet to the Northwest corner of said Lot 38; thence S 89º 48' 37" E along the Northerly line of said Lot 38 a distance of 1114.36 feet to the Easterly line of said Lot 38; said line also being the Westerly line of Ingham Road; thence South 18º 16' 33" East, along the Easterly line of said Lot 38, to the Westerly prolongation of the Southerly line of the Northerly 150 feet of Lot 46, said Model Land Company Subdivision; thence North 71º 46' 44" East, along the Westerly prolongation of the Southerly line of the Northerly 150 feet of said Lot 46 and along the Southerly line of the Northerly 150 feet of said Lot 46, a distance of 225.00 feet; thence North 12º 37' 19" West to the Northerly line of Lot 45, said Model Land Company Subdivision; thence N 71º 48' 41" E along the said North line of Lot 45 a distance of 90.00 feet; thence N 00º 02' 21" W a distance of 315.09 feet; thence N 02º 43' 07" W a distance of 211.15 feet to the North line of Lot 44, said Model Land Company Subdivision; thence N 71º 35' 45" E along said North line of Lot 44 a distance of 549.45 feet to the Northeast corner of said Lot 44; thence S 18º 17' 53" E along the Easterly line of said Lot 44 a distance of 504.98 feet to the Northwest corner of said Pickett Grant; thence Easterly along the North line of said Pickett Grant to the Southeast corner of Lot 1, Model Land Company's Subdivision as recorded in Map Book 4, Page 9 of the Public Records of Volusia County, Florida; thence Northerly along the East line of said Lot 1, to the Northeast corner of said Lot 1; thence Westerly along the North line of said Lot 1 to an intersection with the Southerly prolongation of the West line of a street platted in said Model Land Company's Subdivision, said street being between Lots 28 to 33, inclusive, and Lots 21 to 26 inclusive of said Model Land Company's Subdivision, said street now known as Alma Street; thence Northerly along said Southerly prolongation of the West line of Alma Street to the Southeasterly corner of Lot 33, said Model Land Company Subdivision; thence continue Northerly along the Easterly line of said Lot 33, a distance of 148 feet; thence Westerly and parallel with the Southerly line of said Lot 33, a distance of 140 feet; thence Southerly and parallel with the Easterly line of said Lot 33, a distance of 148 feet to the Southerly line of said Lot 33; thence Westerly along the southerly line of said Lot 33, a distance of 157 feet; thence Northerly and parallel with the Easterly line of said Lot 33 to the Northerly line of said Lot 33; thence Easterly along the Northerly line of said Lot 33, a distance of 297 feet to the Northeasterly corner of said Lot 33 and to the West line of said Alma Street; thence Northerly along the West line of Alma Street to the Southeast corner of Block 8, Cotton Shed Addition as recorded in Map Book 6, Page 180 of the Public Records of Volusia County, Florida; thence along the Northerly right of way of Field Street S 72º 48' 54" W, 320.00 feet to an intersection with the Easterly right of way of Jones Street; thence along the Easterly right of way of Jones Street N 01º 15' 23" W, 202.30 feet; thence North 19º 05' 48" West, continuing along the Easterly right of way of Jones Street; to the Easterly prolongation of the Southerly line of Lot 5, Block 9, said Cotton Shed Addition; thence Southwesterly along the Easterly prolongation of the Southerly line of said Lot 5, Block 9 and along the Southerly line of said Lot 5, Block 9 to the Southwesterly corner of said Lot 5, Block 9; thence Northwesterly along the Westerly line of said Lot 5, Block 9, to the Northwesterly corner of said Lot 5, Block 9; thence Northeasterly along the Northerly line of said Lot 5, Block 9 and the Easterly prolongation thereof to the Easterly right of way of Jones Street; thence North 19º 05' 48" West, along the Easterly right of way of Jones Street to the Easterly prolongation of the Southerly line of Lot 1, Block 9, said Cotton Shed Addition; thence Southwesterly along the Easterly prolongation of the Southerly line of said Lot 1, Block 9 and along the Southerly line of said Lot 1, Block 9 and the Westerly prolongation thereof, to the Westerly line of Ingham Road; thence Southerly along the Westerly line of Ingham Road to the Southeast corner of Lot 4, C.T. Roper's Subdivision as recorded in Map Book 4, Page 125 of the Public Records of Volusia County, Florida; thence West along the South line of said Lot 4 to the Southwest corner of said Lot 4; thence North along the West line of Lots 2, 3 and 4, said C.T. Roper's Subdivision to the Southerly right of way of State Road No. 44; thence Northeasterly along the Southerly right of way of State Road No. 44 to a point on the Southerly right-of-way line of the vacated Florida East Coast Railway, Orange City Branch, 100 foot right-of-way, said right of way being now being the Utilities Commission, City of New Smyrna Beach parcel as described in Order of Taking, recorded in Official Records Book 1845, Page 0101, Public Records

of Volusia County, Florida; thence along said Southerly right-of-way, South 77º 42' 31" West to the East line of the West 95 feet of the East 195 feet of that portion of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 17 South, Range 34 East, Range 34 East lying South of said vacated Florida East Coast Railway, Orange City Branch and West of Mission Road; thence South along the East line of the West 95 feet of the East 195 feet of that portion of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 19, Township 17 South, Range 34 East, Range 34 East lying South of said vacated Florida East Coast Railway, Orange City Branch and West of Mission Road to the North right-of-way of Walden Street, a 30-foot right-of-way as shown on C.T. Roper's Subdivision, according to the map or plat thereof as recorded in Map Book 15, Page 87, Public Records of Volusia County, Florida; thence East along said North right-of-way of Walden Street to the Northerly prolongation of the East line of Lot 67, said C.T. Roper's Subdivision; thence South along said Northerly prolongation of the East line of Lot 67 and along the East line of Lot 67, said C.T. Roper's Subdivision, to the Southeast corner of said Lot 67, C.T. Roper's Subdivision, said point also being the Northeast corner of Lot 1, Block 2, Woodland No. 2, according to the map or plat thereof as recorded in Map Book 11, Page 124, Public Records of Volusia County, Florida; thence South along the East line of said Lot 1, Block 2, to the Southeast corner of said Lot 1, Block 2; thence West along the South line of said Block 2, Woodland No. 2, to the Northerly prolongation of the East line of Lot 5, Block 4, said Woodland No. 2; thence South along the Northerly prolongation of the East line of said Lot 5, Block 4 and along the East line of said Lot 5, Block 4 to the Southeast corner of said Lot 5, Block 4; thence West along the South line of said Lot 5, Block 4 to the Northeast corner of Lot 7, Block 4, said Woodland No. 2; thence South along the East line of said Lot 7, Block 4 to the Southeast corner of said Lot 7, Block 4, said point being on the North line of Third Street, said Woodland No. 2; thence West along the North line of said Third Street to the East line of First Street, said Woodland No. 2; thence South along the East line of said First Street to the South line of Fourth Street, said Woodland No. 2; thence East along the South line of said Fourth Street to the Southerly prolongation of the West line of Lot 9, Block 7, Buck's Re-Subdivision of Blocks 6, 7, 10 & 11 of Woodland No, 2, according to the map or plat thereof, as recorded in Map Book 8, Page 120, Public Records of Volusia County, Florida; thence North along the Southerly prolongation of the West line of said Lot 9, Block 7 and along the West line of said Lot 9, Block 7 to the Northwest corner of said Lot 9, Block 7; thence East along the North line of Lots 9, 10 and 11, Block 7, said Buck's Re-subdivision to the Westerly line of Old Mission Road; thence Southwesterly along the Westerly line of Old Mission Road to the Westerly prolongation of the North line of Block 11, said Buck's Re-subdivision; thence East along the Westerly prolongation of the North line of said Block 11 and along the North line of said Block 11 to the Northeast corner of Lot 4, Block 11, said Buck's Re-subdivision; thence South along the East line of said Lot 4, Block 11 to the Southeast corner of said Lot 4, Block 11; thence West along the South line of Lots 4, 5 and 6, Block 11, said Buck's Re-subdivision and the Westerly prolongation thereof to the Westerly line of Old Mission Road; thence Southwesterly along the Westerly line of Old Mission Road to the Northeasterly corner of Lot 1, Glendale Estates Subdivision, according to map or plat thereof, as recorded in Map Book 19, Page 291, Public Records of Volusia County, Florida; thence Southwesterly along the Easterly line of Lots 1 through 5, inclusive, said Glendale Estates Subdivision, to the Southeasterly corner of said Lot 5; thence Northwesterly along the Southerly line of said Lot 5 to the Southwesterly corner of said Lot 5; thence Southwesterly along the Westerly line of Lot 6, said Glendale Estates Subdivision, to the Southwesterly corner of said Lot 6; thence Southeasterly along the Southerly line of said Lot 6 to the Southeasterly corner of said Lot 6; thence Southwesterly along the Easterly line of Lots 7, 8, 9 to the intersection of the Westerly prolongation of the Northerly line of the Northerly 207 feet of the Southerly 687 feet of the Northeast 1/4 of the Southwest 1/4, Section 19, Township 17 South, Range 34 East; thence East along said Westerly prolongation of the Northerly line of the Northerly 207 feet of the Southerly 687 feet of the Northeast 1/4 of the Southwest 1/4, Section 19 and along said Northerly line of the Northerly 207 feet of the Southerly 687 feet of the Northeast 1/4 of the Southwest 1/4, Section 19 to the Easterly line of the Abandoned Okeechobee Branch FEC Railway; thence Northerly along the Easterly line of the Abandoned Okeechobee Branch FEC Railway to the North line of the Northeast 1/4 of the Southwest 1/4 of Section 19, Township 17 South, Range 34 East; thence East along said North line of the Northeast 1/4 of the Southwest 1/4 of Section 19 to the Northeast corner of said Northeast 1/4 of the Southwest 1/4 of Section; thence South along the East line of said Northeast 1/4 of the Southwest 1/4 of Section19 to the Northeast corner of Lot 34, Model Land Company Subdivision, according to the map or plat thereof, as recorded in Map Book 4, Page 9, Public Records of Volusia County, Florida; thence South along the East line of said Lot 34, Model Land Company Subdivision to a point being 120.00 feet North of the Southeast corner of said Lot 34, Model Land Company Subdivision; thence West, parallel with the South line of said Lot 34, Model Land Company Subdivision, a distance of 384.09 feet; thence South, parallel with the East line of said Lot 34, Model Land Company Subdivision, a distance of 120.00 feet to the South line of said Lot 34, Model Land Company Subdivision; thence West along the South line of said Lot 34, Model Land Company Subdivision and the Westerly prolongation thereof to the Southeast corner of Lot 35, said Model Land Company Subdivision; thence West along the South line of said Lot 35, said Model Land Company Subdivision, to Easterly line of the Westerly 210 feet of Lot 37, said Model Land Company Subdivision; thence South 16º 26' 46" East, along the said Easterly line of the Westerly 210 feet of Lot 37, a distance of 113.22 feet; thence South 70º 13' 48" West, a distance of 163.94 feet to the Easterly line of Old Mission Road; thence 101.56 feet along the arc of a curve to the left, said curve being non-tangent to the last described line and having a radius of 1959.86 feet, a central angle of 02º 58' 08" and a chord of 101.55 feet which bears North 25º 52' 24" West to the Northerly 25 feet of the Westerly 210 feet of said Lot 37; thence North 74º 18' 00" East, along the Northerly 25 feet of the Westerly 210 feet of said Lot 37, a distance of 180.31 feet to the Easterly line of the Westerly 210 feet of said Lot 37; thence North 16º 26' 46" West, along the said Easterly line of the Westerly 210 feet of Lot 37, a distance of 24.90 feet to the Southerly line of Lot 35, said Model Land Company; thence South 74º 18' 00" West, along the Southerly line of said Lot

35 to the Easterly right of way of Old Mission Road; thence North 00º 51’ 20” East, along the Easterly right of way of Old Mission Road, a distance of 239.46 feet; thence South 89º 46’ 04” East, a distance of 257.74 feet; thence North 14º 46’ 04” East, a distance of 120.17 feet; thence South 89º 46’ 04” East, a distance of 455 feet more or less to the Westerly line of lands described in Official Records Book 4612, Page 1274, Public Records of Volusia County, Florida; thence Northerly along said Westerly line of lands described in Official Records Book 4612, Page 1274 and the Northerly prolongation thereof to South line of the Northeast 1/4 of the Southwest 1/4, Section 19, Township 17 South, Range 34 East; thence West along said South line of the Northeast 1/4 of the Southwest 1/4, Section 19 to the Easterly line of the Abandoned Okeechobee Branch FEC Railway; thence Northerly along the Easterly line of the Abandoned Okeechobee Branch FEC Railway to the South line Northerly 150 feet of the Southerly 480 feet of the Northeast 1/4 of the Southwest 1/4, Section 19, Township 17 South, Range 34 East; thence West along said South line Northerly 150 feet of the Southerly 480 feet of the Northeast 1/4 of the Southwest 1/4, Section 19 to the Westerly line of Old Mission Road; thence Southwesterly along the Westerly line of Old Mission Road to the South line of the Northeast 1/4 of the Southwest 1/4, Section 19, Township 17 South, Range 34 East; thence West along said South line of the Northeast 1/4 of the Southwest 1/4, Section 19 to the Southwest corner of said Northeast 1/4 of the Southwest 1/4, Section 19; thence North along the West line of said Northeast 1/4 of the Southwest 1/4, Section 19 to a point on the Northeasterly line of Lot 1, Jeanette Thurber Conner’s Subdivision, according to map or plat thereof, recorded in Map Book 8, Page 78, Public Records of Volusia County, Florida; thence Northwesterly along the Northeasterly line of said Lot 1, Jeanette Thurber Conner’s Subdivision to the Northwesterly corner of said Lot 1, Jeanette Thurber Conner’s Subdivision; thence Southwesterly along the Westerly line of said Lot 1, Jeanette Thurber Conner’s Subdivision and the Southwesterly prolongation thereof to the Westerly right-of-way of Mission Drive, said point being on the Southerly line of Lot 7, T. J. Murray’s Subdivision, according to map or plat thereof, recorded in Map Book 4, Page 43, Public Records of Volusia County, Florida; thence S 37º 37' 49" W, along the Southeasterly line of said Lot 7, T. J. Murray’s Subdivision and 9, said T. J. Murray's Subdivision, a distance of 439.54 feet to the Southeast corner of said Lot 9, T. J. Murray’s Subdivision; thence N 89º 34' 08" W, along the Southerly line of said Lot 9, T. J. Murray’s Subdivision, a distance of 648.27 feet to the Southwesterly corner of said Lot 9, T. J. Murray’s Subdivision; thence North, along the West line of said Lots 7 and 9, T. J. Murray's Subdivision, to the Southerly line of Woodland Subdivision, according to the map or plat thereof, as recorded in Map Book 6, Page 134, Public Records of Volusia County, Florida; thence Southwesterly along the Southerly line of said Woodland Subdivision to the Southwesterly corner of Lot 5, Block 5, said Woodland Subdivision; thence Northwesterly along the Westerly line of said Lot 5, Block 5 and the Northerly prolongation thereof to the Southerly line of Lot 1, Block 4, said Woodland Subdivision; thence Southwesterly along said Southerly line of Lot 1, said line also being the Northerly right-of-way of Paige Avenue; to the Easterly line of the Napier and Hull Grant, Sections 43 and 44, Township 17 South, Range 33 East; thence S 30º 08' 56" E, along said Easterly line, a distance of 27.39 feet to the Southeast corner of Lot 73, Block 21, Dougherty’s Subdivision of the Napier and Hull Grant, according to the map or plat thereof, recorded in Deed Book M, Page 688, Public Records of Volusia County, Florida; thence S 59º 03' 58" W along the Southerly line of said Lot 73 and along the Southerly line of Lot 74, said Dougherty’s Subdivision of the Napier and Hull Grant, a distance of 847.43 feet to the centerline of Turnbull Creek; thence continue S 59º 03' 58" W, long the Southerly line of said Lot 74 and along the Southerly line of Lot 75, said Dougherty’s Subdivision of the Napier and Hull Grant to the Southwesterly corner of said Lot 75; thence Northwesterly along the Westerly line of said Lot 75 to the Northwesterly corner of said Lot 75, said point also being the Southwesterly corner of Lot 70, said Dougherty’s Subdivision of the Napier and Hull Grant; thence North 59º 13’ 00” East, along the Southerly line of said Lot 70, a distance of 225.00 feet; thence North 29º 37’ 00” West, a distance of 150.00 feet; thence North 59º 13’ 00” East, a distance of 75.00 feet; thence South 29º 37’ 00” E, a distance of 150.00 feet to the Southerly line of said Lot 70; thence North 59º 13’ 00” East, along the Southerly line of said Lot 70, a distance of 75.00 feet; thence North 29º 37’ 00” West, a distance of 150.00 feet; thence North 59º 13’ 00” East, a distance of 75.00 feet; thence South 29º 37’ 00” E, a distance of 150.00 feet to the Southerly line of said Lot 70; thence North 59º 13’ 00” East, along the Southerly line of said Lot 70, to the Westerly line of the East 1/2 of said Lot 71, said Dougherty’s Subdivision of the Napier and Hull Grant; thence N 30º 09' 34" W along said westerly line, a distance of 412.35 feet to a point, said point being 439.00 feet southerly of State Road #44, a 110 foot R/W as now laid out; thence S 58º 56' 00" W and parallel with the northerly line of Lot 71, said Napier and Hull Grant, a distance of 190.00 feet to a point; thence N 29º 37' 00" W, a distance of 93.50 feet to a point; thence S 58º 56' 00" W and parallel to the Northerly line of said Lot 71, a distance of 139.50 feet to a point in the easterly line of Lot 70, said Napier and Hull Grant; thence S 29º 37' 00" E along the easterly line of said Lot 70, approximately 60 feet more or less, to the centerline of Turnbull Creek; thence Northerly along said centerline of Turnbull Creek to the Southerly line of the Northerly 150 feet of Lot 70, said Dougherty’s Subdivision of the Napier and Hull Grant; thence Westerly line along said Southerly line of the Northerly 150 feet of Lot 70 to the Northeasterly corner of the East 150 feet of the West 348 feet of the South 75 feet of the North 225 feet of Lot 70, said Dougherty’s Subdivision of the Napier and Hull Grant; thence Southerly to the Southeasterly corner of said East 150 feet of the West 348 feet of the South 75 feet of the North 225 feet of Lot 70; thence Westerly to the Southwesterly corner of said East 150 feet of the West 348 feet of the South 75 feet of the North 225 feet of Lot 70; thence Northerly along the Westerly line of the East 150 feet of the West 348 feet of said Lot 70, Dougherty’s Subdivision of the Napier and Hull Grant to the Northwesterly corner of said East 150 feet of the West 348 feet of the South 75 feet of the North 225 feet of Lot 70; thence Westerly to the Southwesterly corner of the West 148 feet of the North 150 feet of said Lot 70; thence Northerly to the Northwesterly corner of the West 148 feet of the North 150 feet of said Lot 70; thence Easterly, parallel with the Northerly line of said Lot 70, a distance of 198 feet to a point, said point also being on the Southerly line of Lot 57, said Dougherty’s Subdivision of the Napier and Hull Grant; thence Northerly, parallel with the Westerly line of said

Lot 57, Dougherty's Subdivision of the Napier and Hull Grant, a distance of 80.00 feet; thence Easterly, parallel with the Southerly line of said Lot 57, Dougherty's Subdivision of the Napier and Hull Grant, a distance of 151.7 feet more or less to the center of Turnbull Creek; thence N 61º 27' 50" W along the said center of Turnbull Creek, a distance of 168.05 feet to a point; thence S 58º 56' 00" W, a distance of 63.00 feet to a point in the easterly right-of-way of Walker Drive, a 50 foot right-of-way R/W as now laid out; thence N 29º 37' 00" W, along the said Easterly right-of-way of Walker Drive to the Northerly line of the Southerly 450 feet of Lot 57, said Dougherty's Subdivision of the Napier and Hull Grant; thence South 58º 48' 48" West, along said Northerly line of the Southerly 450 feet of Lot 57 to the Westerly right-of-way of said Walker Drive; thence continue South 58º 48' 48" West, along said Northerly line of the Southerly 450 feet of Lot 57, a distance of 148.00 feet to the Westerly line of said Lot 57; thence S 29º 52' 12" E, along said Westerly line of Lot 57, a distance of 75 feet; thence North 58º 48' 48" East, a distance of 150 feet; thence South 29º 52' 12" East, a distance of 75 feet; thence South 58º 48' 48" West, a distance of 150 feet to said Westerly line of Lot 57; thence South 29º 52' 12" East, along the Westerly line of said Lot 57 to the Northerly line of Ellison Homes Inc., according to the map or plat thereof as recorded in Map Book 19, Page 235 of the Public Records of Volusia County, Florida; thence Southwesterly along the Northerly line of said Ellison Homes Inc. to the Northeasterly corner of Lot 1, said Ellison Homes Inc.; thence Southeasterly along the Easterly line of said Lot 1, a distance of 126.2 feet to the Southeasterly corner of said Lot 1; thence Southwesterly along the Southerly line of said Lot 1 and the Westerly prolongation thereof to the Westerly right-of-way of Corbin Park Road; thence Southerly along the Westerly right of way of Corbin Park Road to the Southeasterly corner of Hawks Cove, according to the map or plat thereof, as recorded in Map Book 53, Page 46, Public Records of Volusia County, Florida; thence Westerly along the Southerly line of said Hawks Cove to the Northeasterly corner of the Northerly 88.4 feet of the Southerly 326.8 feet of the Westerly 284 feet of Lot 77, Dougherty's Subdivision of the Napier and Hull Grant, according to the map or plat thereof, recorded in Deed Book M, Page 688, Public Records of Volusia County, Florida; thence Southeasterly along the Easterly line of said Northerly 88.4 feet of the Southerly 326.8 feet of the Westerly 284 feet of Lot 77 and along the Easterly line of the Northerly 88.4 feet of the Southerly 238.40 feet of the Westerly 284 feet of said Lot 77 to the Southeasterly corner of said Northerly 88.4 feet of the Southerly 238.40 feet of the Westerly 284 feet of Lot 77; thence Southwesterly along the Southerly line of said Northerly 88.4 feet of the Southerly 238.40 feet of the Westerly 284 feet of Lot 77 to the Westerly line of said Lot 77; thence Southeasterly along the Westerly line of said Lot 77, a distance of 150 feet to the Southwesterly corner of said Lot 77, said point also being the Northwesterly corner of Lot 85, said Dougherty's Subdivision of the Napier and Hull Grant; thence Northeasterly along the Northerly line of said Lot 85, a distance of 15 feet; thence Southeasterly, parallel with the Westerly line of said Lot 85, a distance of 165 feet to the Northerly line of Pine Island Drive, a 50-foot right of way, Corbin Park Subdivision Unit No. 1, according to the map or plat thereof, as recorded in Map Book 8, Page 275, Public Records of Volusia County, Florida; thence South 60º 41' 14" West, along the Northerly line of Pine Island Drive, a distance of 265.00 feet to the Southeasterly corner of Lot 30, said Corbin Park Subdivision Unit No. 1; thence Southeasterly to a point on the Southerly line of said Pine Island Drive, said point being North 60º 42' 59" East, a distance of 1065.92 feet from the Westerly line of Lot 83, said Dougherty's Subdivision of the Napier and Hull Grant; thence South 22º 08' 03" East, a distance of 129.35 feet; thence North 78º 00' 00" East, a distance of 141.77 feet to the Westerly line of Bolton Road a 50-foot right-of-way per said Corbin Park Subdivision Unit No. 1; thence South 07º 50' 00" East, along the Westerly line of Bolton Road, a distance of 92,27 feet; thence South 82º 10' 00" West, a distance of 120.50 feet; thence South 22º 08' 03" East, a distance of 16.73 feet; thence South 07º 50' 00" East, a distance of 81.91 feet; thence Northeasterly a distance of 122.10 feet to a point on the Westerly line of said Bolton Road; thence Southeasterly along the Westerly line of said Bolton Road, a distance of 75.00 feet to the Southeasterly corner of Lot 41, said Corbin Park Subdivision Unit No. 1; thence North 60º 49' 57" East. along the Easterly prolongation of the Southerly line of said Lot 41 to Easterly right-of-way of said Bolton Road; thence Northwesterly along said Easterly right-of-way of Bolton Road to the Northwesterly corner of Lot 39, said Corbin Park Subdivision Unit No. 1; thence Northeasterly along the Northerly line of said Lot 39, Corbin Park Subdivision Unit No. 1 and along the Northerly line of Lot 38, said Corbin Park Subdivision Unit No. 1, to the Northeasterly corner of said Lot 38, Corbin Park Subdivision Unit No. 1; thence Southeasterly along the Easterly line of said Lot 38, Corbin Park Subdivision Unit No. 1, to the Southeasterly corner of said Lot 38, Corbin Park Subdivision Unit No. 1; thence Southwesterly along the Southerly line of said Lot 38, Corbin Park Subdivision Unit No. 1 and along the Southerly line of said Lot 39, Corbin Park Subdivision Unit No. 1, to the Northerly prolongation of Easterly line of Lot 56, Corbin Park Subdivision Unit No. 2, according to the map or plat thereof, as recorded in Map Book 23, Page 145, Public Records of Volusia County, Florida;; thence Southeasterly along said Northerly prolongation of Easterly line of Lot 56 and along the Easterly line of Lots 56 through 62, inclusive, said Corbin Park Subdivision Unit No. 2, to the Southeasterly corner of Lot 62, said Corbin Park Subdivision Unit No. 2; thence Southwesterly along the Southerly line of said Lot 62, Corbin Park Subdivision Unit No. 2, to the Easterly right-of-way of said Bolton Road; thence Southeasterly along the Easterly right-of-way of said Bolton Road to the Northwesterly corner of Lot 65, said Corbin Park Subdivision Unit No. 2; thence Northeasterly along the Northerly line of said Lot 65, Corbin Park Subdivision Unit No. 2 to the Northeasterly corner of said Lot 65, Corbin Park Subdivision Unit No. 2; thence Southeasterly along the Easterly line of Lots 65 through 71, inclusive, said Corbin Park Subdivision Unit No. 2, to the Southeasterly corner of Lot 71, said Corbin Park Subdivision Unit No. 2; thence Southwesterly along the Southerly line of said Lot 71, Corbin Park Subdivision Unit No. 2 to the Northeasterly corner of Lot 75, said Corbin Park Subdivision Unit No. 2; thence Southeasterly along the Easterly line of said Lot 75, Corbin Park Subdivision Unit No. 2, to the Southeasterly corner of said Lot 75, Corbin Park Subdivision Unit No. 2; thence Southwesterly along the Southerly line of said Lot 75, Corbin Park Subdivision Unit No. 2, and along the Southerly line of Lot 74, said Corbin Park Unit No. 2 to the Southwesterly corner of said Lot 74, Corbin Park Unit No. 2; thence Northwesterly

along the Westerly line of said Lot 74, Corbin Park Unit No. 2, to the Southerly line of said Lot 71, Corbin Park Unit No. 2; thence Southwesterly along said Southerly line of Lot 71, Corbin Park Unit No. 2, and the Westerly prolongation thereof to the Westerly right-of-way of said Bolton Road; thence Southeasterly along the Westerly right-of-way of said Bolton Road to the Southeasterly corner of Lot 94, said Corbin Park Subdivision Unit No. 2; thence Southwesterly along the Southerly line of said Lot 94, Corbin Park Subdivision Unit No. 2, to the Southwesterly corner of said Lot 94, Corbin Park Subdivision Unit No. 2, said point also being the Northwesterly corner of Lot 95, said Corbin Park Subdivision Unit No. 2; thence Southeasterly along the Westerly line of said Lot 95, Corbin Park Subdivision Unit No. 2, and along the Westerly line of Lot 96, said Corbin Park Subdivision Unit No. 2, to the Southwesterly corner of said Lot 96, Corbin Park Subdivision Unit No. 2, said point being on the Northerly right-of-way of Doster Drive, a 50 foot right-of-way as shown on Corbin Park Subdivision Unit No. 3, according to the map or plat thereof, as recorded in Map Book 23, Page 146, Public Records of Volusia County, Florida; thence South 60º 01' 08" West, along the Northerly line of said Doster Drive to the Northerly prolongation of the Easterly line of Lot 2, said Corbin Park Subdivision Unit No. 3; thence South 32º 38' 06" East, along said Northerly prolongation of the Easterly line of Lot 2 and along the Easterly line of said Lot 2, Corbin Park Subdivision Unit No. 3, a distance of 400.00 feet to the Northeasterly corner of Lot 105, said Corbin Park Subdivision Unit No. 3; thence Southerly along the Easterly line of said Lot 105, Corbin Park Subdivision Unit No. 3, a distance of 150.00 feet to the Southeasterly corner of said Lot 105, said Corbin Park Subdivision Unit No. 3; thence Westerly along the Southerly line of said Lots 101 through 105, inclusive, Corbin Park Subdivision Unit No. 3, a distance of 248.00 feet to the Southwesterly corner of said Lot 101, Corbin Park Subdivision Unit No. 3; thence South 32° 38' 06" East, along the Easterly line of Lots 158, 213, 268, 315 and 361, said Corbin Park Subdivision Unit No. 3, a distance of 850.00 feet to the Southeasterly corner of said Lot 361, said Corbin Park Subdivision Unit No. 3, said point being on the Northerly right-of-way of Magnolia Drive, said Corbin Park Subdivision Unit No. 3; thence Northeasterly along said Northerly right-of-way of Magnolia Drive and the Easterly prolongation thereof to the Southwesterly corner of Lot 364, said Corbin Park Subdivision Unit No. 3; thence Northwesterly along the Westerly line of said Lot 364, Corbin Park Subdivision Unit No. 3, and along the Westerly line of Lot 319, said Corbin Park Subdivision Unit No. 3, to the Northwesterly corner of said Lot 319, Corbin Park Subdivision Unit No. 3; thence Northeasterly along the Northerly line of said Lot 319, Corbin Park Subdivision Unit No. 3, and along the Northerly line of Lots 320, 321 and 322, said Corbin Park Subdivision Unit No. 3, to the Northeasterly corner of said Lot 322, Corbin Park Subdivision Unit No. 3; thence Southeasterly along the Easterly line of said Lot 322, Corbin Park Subdivision Unit No. 3 to the Southeasterly corner of said Lot 322, Corbin Park Subdivision Unit No. 3, said point also being the Northeasterly corner of Lot 366, said Corbin Park Subdivision Unit No. 3; thence Southwesterly along the Northerly line of Lot 367, said Corbin Park Subdivision Unit No. 3, to the Northwesterly corner of said Lot 367, Corbin Park Subdivision Unit No. 3; thence Southeasterly along the Easterly line of said Lot 367, Corbin Park Subdivision Unit No. 3, to the Southwesterly corner of said Lot 367, Corbin Park Subdivision Unit No. 3, and to a point on the Northerly right-of-way of said Magnolia Drive; thence Northeasterly along the Northerly right-of-way of said Magnolia Drive to the Southwesterly corner of the Easterly half of Lot 369, said Corbin Park Subdivision Unit No. 3; thence Northwesterly along the Westerly line of said Easterly half of Lot 369, Corbin Park Subdivision Unit No. 3, to the Northwesterly corner of said Easterly half of Lot 369, Corbin Park Subdivision Unit No. 3; thence Northeasterly along the Northerly line of said Easterly half of Lot 369, Corbin Park Subdivision Unit No. 3, and along the Northerly line of Lots 370 and 371, said Corbin Park Subdivision Unit No. 3, to the Northeasterly corner of said Lot 371, Corbin Park Subdivision Unit No. 3, said point also being the Southwesterly corner of Lot 327, said Corbin Park Subdivision Unit No. 3; thence Northwesterly along the Westerly line of said Lot 327, Corbin Park Subdivision Unit No. 3, to the Northwesterly corner of said Lot 327, Corbin Park Subdivision Unit No. 3; thence Northeasterly along the Northerly line of said Lot 327, Corbin Park Subdivision Unit No. 3, and along the Northerly line of Lot 328, said Corbin Park Subdivision Unit No. 3, to the Northeasterly corner of said Lot 328, said Corbin Park Subdivision Unit No. 3; thence Southeasterly along the Easterly line of said Lot 328, Corbin Park Subdivision Unit No. 3, along the Easterly line of Lot 373, said Corbin Park Subdivision Unit No. 3, and the Southerly prolongation thereof and along the Easterly line of Lot 420, said Corbin Park Subdivision Unit No. 3, to the Southeasterly corner of said Lot 420, Corbin Park Subdivision Unit No. 3; thence Southwesterly along the Southerly line of Lots 413 through 420, inclusive, said Corbin Park Subdivision Unit No. 3, to the Northeasterly corner of Lot 458, said Corbin Park Subdivision Unit No. 3; thence Southeasterly along the Easterly line of Lots 458 through 461, inclusive, said Corbin Park Subdivision Unit No. 3, to the Southeasterly corner of said Lot 461, Corbin Park Subdivision Unit No. 3; thence Southwesterly along the Southerly line of said Lot 461, Corbin Park Subdivision Unit No. 3, to the Easterly right-of-way of Bolton Road, said Corbin Park Subdivision Unit No. 3; thence Southeasterly along the Easterly right-of-way of Bolton Road to the Southerly line of said Corbin Park Subdivision Unit No. 3; thence Southwesterly along the Southerly line of said Corbin Park Subdivision Unit No. 3, also being the Northerly line of Lovejoy's Second Subdivision, according to the map or plat thereof, as recorded in Map Book 8, Page 125, Public Records of Volusia County, Florida, to a point being 550.00 feet Westerly of the Northeasterly corner of Block "C", said Lovejoy's Second Subdivision; thence South 31º 56' 13" East, a distance of 791.82 feet; thence North 58º 24' 56" East, a distance of 50.00 feet; thence North 58º 07' 55" East, a distance of 499.87 feet to the Westerly line of Lot 4, Block "A", said Lovejoy's Second Subdivision; thence North 31° 55' 12" West, along said Westerly line of Lot 4, Block "A", a distance of 791.05 feet to the Northwesterly corner of said Lot 4, Block "A"; thence North 58º 11' 21" East, along the Northerly line of Lots 2, 3 and 4, Block "A", said Lovejoy's Second Subdivision, a distance of 1014.67 feet to the Northeasterly corner of said Lot 2, Block "A"; thence South 27º 45' 48" East, along the Easterly line of said Lot 2, a distance of 1207.18 feet; thence South 51º 08' 30" West, a distance of 267.37 feet; thence South 31º 28' 14" East, a distance of 370.00 feet; thence South 87º 45' 38" East, a distance of 54.14 feet to the Northwesterly right-of-way of Old Mission Road; thence South 31º 55' 52" West, along

the Northwesterly right-of-way of Old Mission Road, a distance of 14.00 feet to the Northerly line of the Southerly 30 feet of said Block “A”, Lovejoy’s Second Subdivision; thence Westerly along the Northerly line of the Southerly 30 feet of said Blocks “A” and “C”, Lovejoy’s Second Subdivision to the Westerly line of said Block “C”, Lovejoy’s Second Subdivision, also being the Easterly line of Block “G”, said Lovejoy’s Second Subdivision; thence South 32º 06’ 39” East, along the Easterly line of said Block “G”, Lovejoy’s Second Subdivision, a distance of 30.00 feet to the Southeasterly corner of said Block “G”, Lovejoy’s Second Subdivision; thence South 58º 04’ 34” West, along the Southerly line of said Block “G”, Lovejoy’s Second Subdivision, a distance of 376.63 feet to the Southwest corner of said Block “G”, Lovejoy’s Second Subdivision, said point also being on the Easterly line of Lake Waterford Estates Unit II, according to the map or plat thereof, as recorded in Map Book 45, Pages 140 through 142, inclusive, Public Records of Volusia County, Florida; thence South 24º 34’ 37” East, along the Easterly line of said Lake Waterford Estates Unit II, a distance of 638.82 feet to the Southeasterly corner of said Lake Waterford Estates Unit II; thence South 58º 04’ 34” West, along the Southerly line of said Lake Waterford Estates Unit II, a distance of 106.67 feet; thence North 23º 33’ 05” West, along the Southerly line of said Lake Waterford Estates Unit II, a distance of 64.70 feet; thence South 88º 50’ 33” East, along the Southerly line of said Lake Waterford Estates Unit II and along the Southerly line of Lake Waterford Estates Unit I, according to the map or plat thereof, as recorded in Map Book 44, Pages 10 and 11, Public Records of Volusia County, Florida a distance of 1152.74 feet; thence South 00º 45’ 02” East, along the Easterly line of said Lake Waterford Estates Unit I and along the Easterly line of said Lake Waterford Estates Unit II, a distance of 1322.47 feet; thence South 88º 52’ 03” West, along the Southerly line of said Lake Waterford Estates Unit II, a distance of 734.37 feet to the Easterly line of South Glencoe Road; thence continue West to the intersection of the Westerly line of South Glencoe Road and the South line of U.S. Lot 2, Section 36, Township 17 South, Range 33 East; thence South 88º 54’ 40” West, along said South line of U.S. Lot 2, Section 36, a distance of 389.38 feet to the Southwest corner of said U.S. Lot 2, Section 36; thence North 00º 58’ 15” West, along the West line of said U.S. Lot 2, Section 36, a distance of 356.44 feet; thence South 40º 10’ 00” East, a distance of 211.89 feet; thence North 69º 06’ 55” East, a distance of 175 feet to the Westerly line of South Glencoe Road; thence continue North 69º 06’ 55” East to the Easterly line of South Glencoe Road and to a point on the Westerly line of said Lake Waterford Estates Unit II; thence North 21º 09’ 55” West, along the Westerly line of said Lake Waterford Estates Unit II to the Southwesterly corner of Lot 12N, said Lake Waterford Estates Unit I; thence continue North 21º 09’ 55” West, along the Westerly line of said Lake Waterford Estates Unit I, a distance of 491.96 feet; thence North 01º 02’ 19” West, along the West line of said Lake Waterford Estates Unit I, a distance of 1423.44 feet to the Southeast corner of Section 26, Township 17 South, Range 33 East; thence North 00º 51’ 07” West, along the West line of said Lake Waterford Estates Unit I, a distance of 286.84 feet to the Southwest corner of Lake Waterford Estates Unit IV, according to the map or plat thereof, as recorded in Map Book 48, Pages 173 and 174, Public Records of Volusia County, Florida; thence continue North 00º 51’ 07” West, along the West line of said Lake Waterford Estates Unit IV, a distance of 43.04 feet to the Southeast corner of the North 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26, Township 17 South, Range 33 East; thence East along the South line of said North 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26 to the Southwest corner of said North 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26; thence North along the West line of said North 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26 to the Northwest corner of said North 3/4 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 26, said point also being the Southeast corner of the South 305.1 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 17 South, Range 33 East; thence North along the East line of said South 305.1 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 26 to the Northeast corner of said South 305.1 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 26; thence West along the North line of said South 305.1 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 26 to the Northwest corner of said South 305.1 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 26, said point also being the Southeast corner of the North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 17 South, Range 33 East; thence West along the South line of said North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26 to the Southwest corner of said North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26; thence North along the West line of said North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26 to the Northwest corner of said North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26; thence South 87º 59’ 29” West, along the North line of said North 1014.9 feet of the Northwest 1/4 of the Southeast 1/4 of Section 26, a distance of 1350.60 feet to the Southwest corner of Lot 9, Cash Minor Unrecorded Subdivision, Volusia County, No. 66-83; thence North 01º 46’ 39” West, along the West line of said Lot 9, a distance of 658.62 feet to the South line of the North 1/2 of the South 1/2 of the Northeast 1/4 of Section 26; thence South 87º 55’ 55” East, along said South line of the North 1/2 of the South 1/2 of the Northeast 1/4 of Section 26 to the Southeast corner of Timberlane Trails, according to the map or plat thereof, as recorded in Map Book 42, Page 106, Public Records of Volusia County, Florida; thence North 01º 46’ 35” West, along the East line of said Timberlane Trails, a distance of 316.17 feet; thence North 87º 56’ 33” East, a distance of 350.00 feet; thence North 87º 58’ 06” East, a distance of 754.82 feet; thence North 87º 56’ 33” East, a distance of 42.83 feet to the centerline of Paige Avenue; thence South 33º 56’ 00” West, along the centerline of Paige Avenue, a distance of 390.76 feet to the North line of Cash Minor Unrecorded Subdivision, Volusia County, No. 66-83, being a part of the South 1/2 of the South 1/2 of the Northeast 1/4 of Section 26, Township 17 South, Range 33 East; thence North 87º 55’ 51” East, along said North line of Cash Minor Unrecorded Subdivision to the East line of the Northeast 1/4 of Section 26, Township 17 South, Range 33 East, also being the West line of U.S. Lot 1, Section 25, Township 17 South, Range 33 East; thence South along said West line of U.S. Lot 1, Section 25, to a point being 480 feet North of the Southwest corner of said U.S. Lot 1, Section 25; thence East, parallel with the South line of said U.S. Lot 1, Section 25, a distance of 259.49 feet; thence Southeasterly

to the Southeast corner of the North 16.69 feet of the West 358.61 feet of U.S. Lot 2, Section 25, Township 17 South, Range 33 East, said point being on the North line of Lake Waterford Estates Unit VII, according to the map or plat thereof, as recorded in Map Book 50, Pages 179 and 180, Public Records of Volusia County, Florida; thence North 88º 49' 54" East, along the North line of said Lake Waterford Estates Unit VII, a distance of 371.01 feet to the Westerly line of Lot 98, Block 33, Dougherty's Subdivision of the Napier and Hull Grant, according to map or plat thereof, recorded in Deed Book "M", Page 688 and also in Map Book 2, Page 42, Public Records of Volusia County, Florida; thence North 23º 33' 05" West, along said Westerly line of Lot 98, Block 33 and along the Westerly line of Lots 97 and 82, Block 26, said Dougherty's Subdivision of the Napier and Hull Grant, to the Northerly line of said Lot 82, Block 26, said point being on the Southerly line of Paige Avenue; thence North 60º 41' 14" East, along the Southerly line of said Paige Avenue to the Southerly prolongation of the Easterly right-of-way of Wildwood Drive, a 50-foot right-of-way, according to Official Records Book 286, Page 35 of the Public Records of Volusia County, Florida; thence North 29º 29' 30" West, along said Southerly prolongation of the Easterly right-of-way of Wildwood Drive to the Northerly right-of-way of Paige Avenue; thence continue North 29º 29' 30" West, along the Easterly right-of-way of said Wildwood Drive, a distance of 900.85 feet; thence North 58º 37' 07" East, a distance of 308.00 feet to the Westerly line of Wildwood Acres Subdivision, according to the map or plat thereof, as recorded in Map Book 38, Page 84, Public Records of Volusia County; thence North 29º 29' 30" West, along said Westerly line of Wildwood Acres, a distance of 837.20 feet; thence South 58º 37' 07" West, a distance of 308.00 feet to the Westerly right-of-way of said Wildwood Drive; thence North 29º 29' 30" West, along said Westerly right-of-way of Wildwood Drive, a distance of 176.79 feet to a point on the North line of Lot 61, Dougherty's Subdivision of the Napier and Hull Grant, according to map or plat thereof, recorded in Deed Book "M", Page 688 and also in Map Book 2, Page 42, Public Records of Volusia County, Florida; thence North 58º 37' 07" East, along said North line of Lot 61, a distance of 308.00 feet to the Northwesterly corner of said Wildwood Acres Subdivision; thence North 58º 17' 23" East, along the Northerly line of said Wildwood Acres Subdivision a distance of 335.88 feet; thence North 30° 14' 09" West, a distance of 313.87 feet; thence South 59° 49' 37" West, a distance of 217.27 feet; thence North 30° 13' 54" West, a distance of 25.00 feet to the centerline of Wildwood Drive; thence North 59° 49' 37" East to the Southeasterly corner of Lot 109, Block 2, Hammock Gardens Unrecorded Plat #116 of Volusia County; thence North 29º 45' 19" West, along the Easterly line of Block 2, said Hammock Gardens Unrecorded Plat, a distance of 560.69 feet to a point, said point being South 29º 45' 19" East and a distance of 200.00 feet from the Southerly right-of-way of said State Road No. 44, and also being the Southeasterly corner of Lot 1, Block 2, said Hammock Gardens Unrecorded Plat; thence South 88º 36' 25" West, along the Southerly line of Lots 1, 2, and 3, Block 2, said Hammock Gardens Unrecorded Plat, a distance of 227.19 feet to the Easterly line of Lot 6, Block 2, said Hammock Gardens Unrecorded Plat; thence South 29º 45' 35" East, along said Easterly line of Lot 6, Block 2, a distance of 32.01 feet to the Southeasterly corner of said Lot 6, Block 2; thence South 60º 14' 25" West, along the Southerly line of said Lot 6, Block 2, a distance of 200.00 feet to the Easterly right-of-way of Wild Orange Drive, a 50-foot right-of-way as now laid out; thence continue South 60º 14' 25" West, a distance of 50.00 feet to the Westerly right-of-way of said Wild Orange Drive; thence South 29º 45' 35" East, along the Westerly right-of-way of said Wild Orange Drive, to a point being 547.00 feet and South 29º 45' 35" East from the south right of way of State Road No. 44; thence South 60º 14' 25" West, a distance of 200.00 feet; thence North 29º 45' 35" West, a distance of 455 feet more or less to a point being 200.00 feet and South 29º 45' 35" East from the south right of way of State Road No. 44, thence Westerly, parallel with the south right of way of State Road No. 44, a distance of 227 feet more or less to the Easterly right-of-way of Wildwood Drive, a 50-foot right of way as now laid out; thence continue Westerly, parallel with the South right of way of State Road No. 44, to the Westerly right-of-way of said Wildwood Drive; thence South 29º 47' 00' East, along the Westerly right-of-way of said Wildwood Drive to a point being 398.90 feet and South 29º 47' 00" East from the South right of way of State Road No. 44; thence South 68º 33' 00" West, a distance of 128.93 feet; thence North 29º 47' 00" West, a distance of 49.90 feet; thence South 68º 33' 00" West, a distance of 453.77 feet to the Easterly right-of-way of Timberlane Drive, a 50-foot right-of-way as now laid out; thence North 30º 31' 30" West, along the Easterly right-of-way of said Timberlane Drive, a distance of 29.00 feet; thence North 31º 24' 30" West, along the Easterly right-of-way of said Timberlane Drive to a point being 350.00 feet and South 31º 24' 30" East from the South right of way of State Road No. 44; thence Westerly, parallel with the South right-of-way of State Road No. 44 to the Westerly right-of-way of said Timberlane Drive; thence continue Westerly, parallel with the South right-of-way of State Road No. 44 to the Westerly right-of-way of Oliver Drive, a 60-foot right-of-way, Oliver Estates Subdivision, according to the map or plat thereof, as recorded in Map Book 27, Page 119, Public Records of Volusia County, Florida; thence Southeasterly along the Westerly right-of-way of said Oliver Drive to the West right-of-way of Patricia Drive, a 60-foot right-of-way, said Oliver Estates Subdivision; thence South 00º 02' 42" East, along the West right-of-way of said Patricia Drive, a distance of 12.72 feet to the Southeast corner of Lot 49, said Oliver Estates Subdivision; thence South 88º 31' 48" West, along the South line of Lot 49, said Oliver Estates Subdivision, a distance of 120.00 feet to the West line of said Oliver Estates Subdivision; thence South 00º 02' 42" East, along the West line of said Oliver Estates Subdivision, a distance of 720.00 feet to the Southwest corner of Lot 58, said Oliver Estates Subdivision; thence North 88º 31' 48" East, along the South line of said Lot 58, Oliver Estates Subdivision, a distance of 120.00 feet to the West right-of-way of said Patricia Drive; thence South 00º 02' 42" East, along the West right-of-way of said Patricia Drive to the Westerly prolongation of the North line of Lot 79, said Oliver Estates Subdivision; thence North 88º 31' 48" East, along said Westerly prolongation of the North line of Lot 79, Oliver Estates Subdivision, and along the North line of Lots 79 and 80, said Oliver Estates Subdivision, a distance of 220.00 feet to the Northeast corner of Lot 80, said Oliver Estates Subdivision; thence South 00º 02' 42" East, along the East line of Lot 80, said Oliver Estates Subdivision, a distance of 120.00 feet to the Southeast corner of Lot 80, said Oliver Estates Subdivision; thence South 88º 31' 48" West, along the South line of Lots 79 and 80,

said Oliver Estates Subdivision, and the Westerly prolongation thereof, a distance of 220.00 feet to the West right-of-way of said Patricia Drive; thence South 00º 02' 42" East, along the West right-of-way of said Patricia Drive, a distance of 180.00 feet to the Westerly prolongation of the North line of the South half of Lot 86, said Oliver Estates Subdivision; thence North 88º 31' 48" East, along said Westerly prolongation of the North line of the South half of Lot 86, Oliver Estates Subdivision, along the North line of Lot 86, said Oliver Estates Subdivision and along the North line of Lot 88, said Oliver Estates Subdivision, a distance of 260.00 feet to the Northeast corner of Lot 88, said Oliver Estates Subdivision; thence South 00º 02' 42" East, along the East line of said Lot 88, Oliver Estates Subdivision, and the Southerly prolongation thereof and along the East line of Lot 96, said Oliver Estates Subdivision, a distance of 295.00 feet to the Southeast corner of said Lot 96, Oliver Estates Subdivision; thence South 88º 31' 48" West, along the South line of said Lot 96, Oliver Estates Subdivision, a distance of 80.00 feet to the Southwest corner of said Lot 96, Oliver Estates Subdivision; thence North 00º 02' 42" West, along the West line of said Lot 96, a distance of 35.00 feet to the Southeast corner of Lot 97, said Oliver Estates Subdivision; thence South 88º 31' 48" West, along the South line of said Lot 97, Oliver Estates Subdivision, a distance of 120.00 feet to the East right-of-way of said Patricia Drive; thence North 00º 02' 42" West, along the East right-of-way of Patricia Drive to the Easterly prolongation of the North line of the South 5 feet of Lot 68, said Oliver Estates Subdivision; thence South 88º 31' 48" West, along said Easterly prolongation of the North line of the South 5 feet of Lot 68, Oliver Estates Subdivision, and along said North line of the South 5 feet of Lot 68, Oliver Estates Subdivision, a distance of 180.00 feet to the West line of said Oliver Estates Subdivision; thence South 00º 02' 42" East, along said West line of Oliver Estates Subdivision, a distance of 375.00 feet to the North line of "Lot 137", as shown on said Oliver Estates Subdivision; thence South 88º 31' 48" West, along said North line of "Lot 137" and along the North line of Lots 135 and 136, said Oliver Estates Subdivision, a distance of 291.80 feet to the Easterly right-of-way of South Glencoe Road, a 50-foot right-of-way as previously laid out; thence continue South 88º 31' 48" West to the centerline of said South Glencoe Road and to the Easterly line of Lakewood Terrace, according to the map or plat thereof, as recorded in Map Book 51, Pages 107 through 111, inclusive,, Public Records of Volusia County, Florida; thence South 33º 53' 57" East, along the Easterly line of said Lakewood Terrace to the Southeasterly corner of said Lakewood Terrace; thence South 88º 20' 25" West, along the South line of said Lakewood Terrace, a distance of 41.37 feet to the Westerly right-of-way of South Glencoe Road, said Westerly right-of-way being 35.00 feet Westerly of the centerline of South Glencoe Road; thence South 33º 52' 24" East, along said Westerly right-of-way of South Glencoe Road to the Northeasterly corner of lands described in Official Records Book 5577, Page 525, Public Records of Volusia County, Florida; thence South 75º 45' 12" West, along the Northerly line of said lands described in Official Records Book 5577, Page 525, a distance of 86.62 feet; thence South 88º 31' 48" West, along the Northerly line of said lands described in Official Records Book 5577, Page 525, a distance of 167.23 feet to the East line of said Lakewood Terrace; thence South 00º 14' 26" East, along the East line of said Lakewood Terrace, a distance of 74.00 feet; thence South 88º 30' 56" West, along the South line of said Lakewood Terrace, a distance of 1191.82 feet to the Southwest corner of said Lakewood Terrace; thence North 00º 04' 26" West, along the West line of said Lakewood Terrace, a distance of 1319.64 feet to the Northwest corner of said Lakewood Terrace, said point also being on the South line of Lot 4, Assessor's Subdivision of the Coe Homestead, according to the map or plat thereof, as recorded in Map Book 3, Page 71, Public Records of Volusia County, Florida; thence South 89º 12' 41" West, along the South line of said Lot 4, Assessor's Subdivision of the Coe Homestead, a distance of 311.76 feet to the Southeast corner of the West 660 feet of the South 660 feet of Lot 4, said Assessor's Subdivision of the Coe Homestead; thence North along the East line of said West 660 feet of the South 660 feet of Lot 4 to the Northeast corner of said West 660 feet of the South 660 feet of Lot 4; thence West along the North line of said West 660 feet of the South 660 feet of Lot 4 to the Northwest corner of said West 660 feet of the South 660 feet of Lot 4; thence South along the West line of said West 660 feet of the South 660 feet of Lot 4 to the Southwest corner of said West 660 feet of the South 660 feet of Lot 4, said point also being the Northwest corner of Lot 6, said Assessor's Subdivision of the Coe Homestead; thence continue South along the West line of said Lot 6, Assessor's Subdivision of the Coe Homestead to the Northwest corner of Glen Oaks, according to the map or plat thereof as recorded in Map Book 34, Page 63, Public Records of Volusia County, Florida; thence continue South along the West line of said Glen Oaks to the Northwest corner of Lot 7, said Glen Oaks, thence North 89º 09' 41" East, a distance of 307.85 feet to the Northeast corner of said Lot 7, Glen Oaks; thence Southeasterly and Southwesterly along the easterly line of said Lot 7, Glen Oaks, a distance of 348.31 feet to the Southeast corner of said Lot 7, Glen Oaks; thence North 89º 09' 40" East, a distance of 300.99 feet to the West line of said Glen Oaks; thence South along the West line of said Glen Oaks to the Southwest corner of said Glen Oaks, said point also being the Northwest corner Southwest 1/4 of the Northwest 1/4, Section 26, Township 17 South; Range 33 East,; thence N 89º 33' 29" E along the North line of said Southwest 1/4 of the Northwest 1/4, Section 26, a distance of 513.99 feet; thence N 89º 31' 10" E along the said North line of the Southwest 1/4 of the Northwest 1/4, said Section 26, a distance of 390.12 feet; thence N 89º 33' 23" E along the said North line of the Southwest 1/4 of the Northwest 1/4 of Section 26, a distance of 351.06 feet to a Permanent Reference Monument marking the Southeast corner of Lot 3, Glen Oaks Replat, according to map or plat thereof as recorded in Map Book 35, Page 59, Public Records of Volusia County, Florida; thence S 01º 20' 45" E along the monumented east line of the said Southwest 1/4 of the Northwest 1/4, Section 26, a distance of 659.92 feet; thence S 01º 20' 48" E along the said monumented East line of the Southwest 1/4 of the Northwest 1/4 of Section 26, a distance of 346.82 feet to a Permanent Reference Monument marking the Northwesterly corner of Glen Haven Estates, according to map or plat thereof as recorded in Map Book 33, Page 46, Public Records of Volusia County, Florida; thence S 01º 21' 08" E along the Westerly line of said Glen Haven Estates, a distance of 1638.83 feet to a coquina marker marking the Southwest corner of said Glen Haven Estates; thence N 88º 31' 03" E along the South line of said Glen Haven Estates, a distance of 30.03 feet; thence N 88° 30' 13" E, along the

South line of said Glen Haven Estates, a distance of 1141.07 feet to the Northwest corner of Lot 9, Beth Subdivision, according to map or plat thereof as recorded in Map Book 19, Page 281, Public Records of Volusia County, Florida as now laid out and monumented; thence N 87° 27' 05" E along the North line of said Lot 9, Beth Subdivision, a distance of 150.34 feet to the Northeast corner of said Lot 9, Beth Subdivision; thence continue N 87° 27' 05" E, along the Easterly prolongation of the said North line of Lot 9, Beth Subdivision, a distance of 25.00 feet to the centerline of Glencoe Road; thence S 02° 39' 49" E along said centerline, a distance of 125.00 feet; thence S 87° 22' 46" W, a distance of 25.00 feet to the Southeast corner of said Lot 9, Beth Subdivision; thence S 87° 22' 46" W along the South line of said Lot 9, Beth Subdivision, a distance of 150.94 feet to the Southwest corner of said Lot 9, Beth Subdivision; thence S 88° 30' 13" W, a distance of 1141.71 feet to a point on the West line of the Southeast 1/4 of the Southwest 1/4 of Section 26, Township 17 South, Range 33 East; thence S 01º 12' 07" E along the East line of the West 1/2 of the Southwest 1/4 of Section 26, Township 17 South; Range 33 East, a distance of 1166.01 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 17 South; Range 33 East; thence S 02º 07' 01" E along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 35 to the Northwest corner of Lot 8, Block 1, Glencoe Farms Unrecorded Subdivision #1788; thence South 49º 36' 26" East, along the Northerly line of said Lot 8, Block 1, a distance of 554.93 feet to the Westerly line of Lot 6, Block 3, Glencoe Farms Unrecorded Subdivision #1788; thence Northeasterly along said Westerly line of Lot 6, Block 3 and along the arc of a curve the right, said curve having a radius of 300.00 feet, to the Northwesterly corner of said Lot 6, Block 3; thence South 51º 38' 53" East, a distance of 349.63 feet; thence South 02º 41' 36" East, a distance of 456.33 feet; thence North 87º 18' 24 East, a distance of 238.60 feet for the Southwest corner of Lot 9, Block 3, Glencoe Farms Unrecorded Subdivision #1788; thence North 02º 41' 36" West, long the West line of said Lot 9, Block 3, a distance of 456.53 feet to the Northwest corner of said Lot 9, Block 3; thence North 87º 18' 24" E, a distance of 704.47 feet to the Southwest corner of Lot 2, Block 3, Glencoe Farms Unrecorded Subdivision #1788; thence North 02º 41' 36" W, a distance of 300.00 feet to the South line of Lot 3, Block 1, Glencoe Farms Unrecorded Subdivision #1788; thence South 87º 18' 24" West, a distance of 1013.61 feet to a point of curvature; thence 90.20 feet along the arc of a curve to the left, said curve having a radius of 300 feet and a central angle of 17º 14' 33", to the Southwesterly corner of Lot 6, Block 1, Glencoe Farms Unrecorded Subdivision #1788; thence North 19º 56' 09" West, along the Westerly line of said Lot 6, Block 1, a distance of 321.95 feet to the Northwesterly corner of said Lot 6, Block 1; thence North 87º 18' 24" East, a distance of 1540.00 feet to the Northeast corner of Lot 3, Block 1, Glencoe Farms Unrecorded Subdivision #1788; thence South 02º 41' 36" East, along the East line of said Lot 3, Block 1, a distance of 294.00 feet; thence North 87º 18; 24" East, a distance of 22.00 feet to the Northeast corner of Lot 2, Block 3, Glencoe Farms Unrecorded Subdivision #1788' thence South 02º 41' 36" East, a distance of 600.00 feet to the Southeast corner of Lot 12, Block 3, Glencoe Farms Unrecorded Subdivision #1788' thence South 87º 18' 24" West, a distance of 169.43 feet to a point of curvature; thence 236.95 feet along the arc of a curve to the left, said curve having a radius of 150.00 feet and a central angle of 90º 30' 34", to a point of tangency; thence South 03º 12' 10" East, a distance of 5.20 feet to the Northeasterly corner of Lot 17, Blocl 3, Glencoe Farms Unrecorded Subdivision #1788; thence South 46º 52' 53" West, along the Easterly line of said Lot 17, Block 3, a distance of 444.90 feet to the Southeasterly corner of said Lot 17, Block 3; thence South 87º 57' 51" West, a distance of 400 feet, more of less, to the Southwesterly corner of Lot 16, Block 3, Glencoe Farms Unrecorded Subdivision #1788; thence North 12º 34' 28" West, along the Westerly line of said Lot 16, Block 3, a distance of 285.85 feet to the Southeast corner of Lot 7, Block 3, Glencoe Farms Unrecorded Subdivision #1788; thence South 87º 57' 51" West, a distance of 375.01 feet; thence North 02º 08' 22" West, a distance of 459.45 feet to a point of curvature; thence Northeasterly along the arc of a curve to the right, said curve having a radius of 300.00 feet, to the Southeasterly corner of said Lot 8, Block 1, thence North 77º 53' 41" West, a distance of 349.98 feet to the Southwest corner of said Lot 8, Block 1 and to a point on the East line of the Northwest 1/4 of the Northwest 1/4 of Section 35, Township 17 South, Range 33 East; thence S 02º 07' 01" E along said East line of the Northwest 1/4 of the Northwest 1/4 of Section 35 to the Easterly right-of-way of Interstate 95, a 350 foot right-of-way as now laid out and monumented; thence continue S 02º 07' 01" E along said East line of the Northwest 1/4 of the Northwest 1/4 of Section 35 to the Southeast corner of said Northwest 1/4 of the Northwest 1/4 of Section 35; thence West along the south line of said Northwest 1/4 of the Northwest 1/4 of Section 35 to the Southwest corner of said Northwest 1/4 of the Northwest 1/4 of Section 35, said point also being the Northeast corner of the South 1/2 of the Northeast 1/4 of Section 34; Township 17 South, Range 33 East; thence West along the North line of said South 1/2 of the Northeast 1/4 of Section 34 and along the North line of the South 1/2 of the Northwest 1/4 of said Section 34 and along the North line of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 33, Township 17 South, Range 33 East to the Northwest corner of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 33; thence South along the West line of said Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 33, along the West line of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 33 and along the West line of the Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 33 to the Northeast corner of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of said Section 33; thence West along the North line of said Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 33 to the Northwest corner of said Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 33; thence South along the West line of said Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 33 to the Northeast corner of the said Southwest 1/4 of the Southeast 1/4 of said Section 33; thence West along the North line of said Southwest 1/4 of the Southeast 1/4 of Section 33, along the North line of the South 1/2 of the Southwest 1/4 of said Section 33, along the North line of the South 1/2 of the Southeast 1/4 of Section 32, Township 17 South, Range 33 East, and along the North line of the South 1/2 of the Southwest 1/4 of said Section 32 to the Northwest corner of said South 1/2 of the Southwest 1/4 of said Section 32; thence South along the West line of said South 1/2 of the Southwest 1/4 of said Section

32 to the Southeast corner of Section 31, Township 17 South, Range 33 East; thence West along the South line of said Section 31 to the Southeast corner of the South 420 feet of the West 600 feet of said Section 31; thence North 420 feet to the Northeast corner of said South 420 feet of the West 600 feet of Section 31 to the Northeast corner of said South 420 feet of the West 600 feet of Section 31; thence West along the North line of said South 420 feet of the West 600 feet of Section 31 to the West line of said Section 31; thence North along the West line of said Section 31 to the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 31; thence East along the South line of said Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 31 to the Southeast corner of said Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 31; thence North along the East line of said Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 31 to the Northeast corner of said Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 31; thence West along the North line of said Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 31 to the West line of said Section 31; thence North along said West line of Section 31 and along the West lines of Section 30, Section 19, Section 18, Section 7 and Section 6, Township 17 South, Range 33 East to the Southerly right-of-way of Pioneer Trail (County Road No. 4118); thence Easterly along said Southerly right-of-way of Pioneer Trail to the Easterly right-of-way of Interstate 95; thence South 04º 20’ 31” East, along the Easterly right-of-way of Interstate 95, a distance of 479.66 feet; thence continuing Southerly along the Easterly right-of-way of Interstate 95, 587.74 feet along the arc of a curve to the left; thence North 41º42’18”East, leaving the Easterly right-of-way of Interstate 95, a distance of 272.04 feet; thence North 41º 50’ 48” East, a distance of 723.57 feet; thence North 54º 54’ 18’ East, a distance of 368.22 feet; thence North 33º 52’ 58” East, a distance of 115 feet more or less to the Southerly right-of-way of Pioneer Trail (County Road No. 4118); thence Southerly along the Southerly right-of-way of said Pioneer Trail to the West line of U.S. Lot 2, Section 9, Township 17 South, Range 33 East; thence North along said West line of U.S. Lot 2 and along the West line of U.S. Lot 1, Section 9, Township 17 South, Range 33 East to the South 1/4 corner of Section 4, Township 17 South, Range 33 East; thence North 00º 52’ 44” West, along the West line of the Southwest 1/4 of the Southeast 1/4 of said Section 4, a distance of 1317.26 feet to the Northwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 4; thence North 01º 19’ 51” West, along the West line of the Southeast 1/4 of said Section 4, a distance of 1309.69 feet to the center of said Section 4; thence continue North along the West line of the Northeast 1/4 of said Section 4 to the South line of Township 16 South, Range 33 East; thence East along the South line of Township 16 South, Range 33 East to the Southeast corner of Section 33, Township 16 South, Range 33 East; thence North along the East line of the South 1/2 of the Southeast 1/4 of said Section 33 to the Northeast corner of said South 1/2 of the Southeast 1/4 of Section 33 to the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 33; thence West along the South line of the Northeast 1/4 of the Southeast 1/4 of said Section 33 to the Southwest corner of said Northeast 1/4 of the Southeast 1/4 of said Section 33; thence North along the West line of said Northeast 1/4 of the Southeast 1/4 of said Section 33 and along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 33 to the center of “Spruce Creek”, thence meandering Southeasterly, Northwesterly, Southeasterly and Northeasterly along the center of “Spruce Creek” to the southerly R/W line of U. S. Highway #1; thence southeasterly along the said southerly R/W of U. S. Highway #1 to a point, said point being 850.34 feet northwesterly of and as measured along the southerly R/W of U. S. Highway No. 1 from the south line of R. J. Christy Property per Map Book 7, page 33 of the Public Records of Volusia County, Florida; thence leaving said southerly R/W S 05º 01' 40" W, a distance of 331.67 feet; thence S 54º 17' 46" E, a distance of 300.00 feet; thence N 05º 01' 40" E, a distance of 331.67 feet to the said southerly R/W of U. S. Highway #1; thence Southeasterly along said southerly R/W, a distance of 550.09 feet; to the said southerly line of R. J. Christy Property; thence northeasterly along the said southerly line of R. J. Christy Property to the northerly R/W of U. S. Highway #1; thence northwesterly along the said northerly R/W of U. S. Highway #1 to the northerly line of said Block 3, Palmas Grant; thence southeasterly along the northerly line of Blocks 3, B and 1, said Palmas Grant to the southerly line of said Palmas Grant; thence southwesterly along the said southerly line of the Palmas Grant to the southerly line of U. S. Highway #1; thence southeasterly along the southerly right of way line of U. S. Highway #1 to its intersection with the northerly line of U. S. Lot 1, Section 36, Township 16 South; Range 33 East; thence easterly along the north line of said U. S. Lot 1, Section 36, Township 16 South; Range 33 East to the westerly bank of the Arm of the Indian River North; thence southeasterly along said westerly bank to its intersection with the southerly line of said U. S. Lot 1, Section 36, Township 16 South; Range 33 East; thence westerly along the southerly line of said U. S. Lot 1 to the easterly R/W line of U. S. Highway #1; thence northerly and northwesterly along said easterly R/W line of U. S. Highway #1 to the northerly line of said U. S. Lot 1, Section 36, Township 16 South; Range 33 East; thence westerly along the said northerly line of said U. S. Lot 1, Section 36, Township 16 South; Range 33 East to the westerly R/W line of said U. S. Highway #1; thence southeasterly along said westerly R/W of U. S. Highway #1 to the south line of U. S. Lot 1 Section 36, Township 16 South, Range 33 East; thence Westerly along the south line of said U. S. Lot 1, Section 36; to the mid line of the main stream of Murray Creek; thence Southerly along the said mid line of the main stream of Murray Creek to a point, said point being S 01º 20' 29" E and a distance of 99.00 feet from the North line of U. S. Lot 2, Section 36, Township 16 South, Range 33 East; thence run along an assumed bearing of N 88º 39' 31" E and parallel with said North line of U. S. Lot 2, a distance of 810.83 feet to a State Road Dept. monument marking the Westerly R/W of U. S. Highway No. 1 (160 foot R/W); thence along said R/W, S 13º 37' 00" E, a distance of 344.68 feet; thence parallel to the said North line of U. S. Lot 2, S 88º 39' 31" W to the East bank of said Murray Creek; thence Southerly along said East bank to a point on the South line of the North 680 feet of said U. S. Lot 2, Section 36, T16S, R33E; thence Westerly along the said South line of the North 680 feet to the east line of the East 785.5 feet of the West 1571 feet of the South 310 feet of the North 990 feet of said U.S. Lot 2; thence South along said east line of the East 785.5 feet of the West 1571 feet of the South 310 feet of the North 990 feet of U.S. Lot 2 to the north line of Paquette Subdivision, according to the map or plat thereof as recorded in

Map Book 45, Page 14, Public Records of Volusia County, Florida; thence East along said north line of said Paquette Subdivision to the northeast corner of said Paquette Subdivision; thence south along the east line of said Paquette Subdivision to the south line of said U.S. Lot 2, Section 36; thence Easterly along said southerly line of U. S. Lot 2, Section 36, Township 16 South; Range 33 East to the point of intersection of the Southerly line of Art Center Avenue, said point being 63.86 feet Westerly of the Northwest corner of U. S. Lot 3, Section 36, Township 16 South, Range 33 East; thence N 72º 40' 46" E, along the South line of Art Center Avenue, a distance of 482.59 feet to the Westerly R/W of U. S. Highway No. 1; thence S 30º 47' 26" E along said Westerly R/W, a distance of 173.61 feet to the said Southerly line of said U. S. Lot 2, Section 36, Township 16 South; Range 33 East; thence Easterly along the Southerly line of U. S. Lot 2, and continuing East along the Easterly prolongation of the South line of said Lot 2 to its intersection with the confluence of the Halifax River, the Ponce de Leon Inlet and the United States Government Main Channel of the Indian River North; thence along the center line of the Ponce de Leon Inlet Easterly to an intersection with the Northerly prolongation of the low water line of the Atlantic Ocean; thence Southeasterly along said low water line of the Atlantic Ocean to a point at the intersection of the low water line of the Atlantic Ocean and the South line of Section 26, Township 17 South, Range 34 East; thence Westerly along the South line of said Section 26 to the Northeasterly corner of Lot 1, Block 4, Silver Sands Subdivision Section “A”, according to the map or plat thereof as recorded in Map Book 25, Page 45, Public Records of Volusia County, Florida; thence South 28º 35’ 22” East, along the Easterly line of said Lot 1, Block 4, a distance of 78.66 feet to the Southeasterly corner of said Lot 1, Block 4; thence South 61º 24’ 38” West, along the Southerly line of said Lot 1, Block 4, a distance of 150.00 feet to the Southwesterly corner of said Lot 1, Block 4; thence South 28º 35’ 22” East, a distance of 50.00 feet to the Southeasterly corner of Lot 12, Block 4, said Silver Sands Subdivision Section “A”; thence South 61º 24’ 38” West, along the Southerly line of said Lot 12, Block 4, a distance of 110.00 feet to the Southwesterly corner of said Lot 12, Block 4; thence North 28º 35’ 22” West, along the Westerly line of said Lot 12, Block 4, a distance of 75.00 feet to the Northwesterly corner of said Lot 12, Block 4; thence South 61º 24’ 38” West, a distance of 50.00 feet to the Southeasterly corner of Lot 3, Block 5, said Silver Sands Subdivision Section “A”; thence continue South 61º 24’ 38” West, along the Southerly line of said Lot 3, Block 5, a distance of 110.00 feet to the Southwesterly corner of said Lot 3, Block 5; thence North 28º 35’ 22” West, along the Westerly line of said Lot 3, Block 5, a distance of 75.00 feet to the Northwesterly corner of said Lot 3, Block 5; thence North 61º 24’ 38” East, along the Northerly line of said Lot 3, Block 5, a distance of 110.00 feet to the Northeasterly corner of said Lot 3, Block 5; thence North 28º 35’ 22” West, a distance of 149.25 feet to said south line of Section 26, Township 17 South, Range 34 East; thence west along said south line of Section 26, Township 17 South, Range 34 East to the northeasterly corner of Lot 1, Block 7, said Silver Sands Subdivision Section “A”; thence southeasterly along the easterly line of said Lot 1, Block 7, 87.49 feet to the southeasterly corner of said Lot 1, Block 7; thence South 61º 24’ 38” West, along the southerly line of said Lot 1, Block 7, a distance of 101.16 feet, to the southwesterly corner of said Lot 1, Block 7; thence North 28º 35’ 22” West, along the westerly line of said Lot 1, Block 7, a distance of 144.51 feet to said south line of Section 26, Township 17 South, Range 34 East; thence west along said south line of Section 26, Township 17 South, Range 34 East to the northeasterly corner of Lot 1, Block 14, Re-Subdivision of Block 14, Silver Sands Subdivision Section “A”, according to the map or plat thereof as recorded in Map Book 25, Page 50, Public Records of Volusia County, Florida; thence South 33º 51’ 42” East, along the easterly line of said Lot 1, Block 14, a distance of 40 feet to the southeasterly corner of said Lot 1, Block 14; thence North 89º 46’ 02” West, along the south line of said Lot 1, Block 14, a distance of 53.51 feet, thence South 56º 08’ 18” West, along the southerly line of said Lot 1, Block 14, a distance of 150.69 feet to the southwesterly corner of said Lot 1, Block 14; thence North 33º 51’ 42” West, along the westerly line of said Lot 1, Block 14, a distance of 142.01 feet to said south line of Section 26, Township 17 South, Range 34 East; thence west along said south line of Section 26, Township 17 South, Range 34 East and continuing Westerly along the Westerly prolongation of the South line of said Section 26 to the Point of its intersection with the United States Government Channel of the Indian River North; thence Northerly along the centerline of the United States Government Main Channel of the Indian River North to the intersection with the Easterly prolongation of the South line of the Pedro De Cala Grant; thence Westerly along Easterly prolongation of the South line of the Pedro De Cala Grant to the Point of Beginning.

INCLUDING THE FOLLOWING PARCELS IDENTIFIED BY PARCEL NUMBERS:

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EXCLUDING THE FOLLOWING PARCELS IDENTIFIED BY PARCEL NUMBERS (AS PROVIDED BY THE CITY OF NEW SMYRNA BEACH):

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734403001640, 734403001910, 734403001930, 734403001950, 734403001970, 734403001990, 734403002010
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Bearings refer to either (1) plats of record, (2) deeds of record or (3) assumed datum, are not relative to each other and used to indicate a general direction.

Date of Description: December 2, 2025

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 46-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD AUTHORIZE THE CITY TO OPT-OUT OF THE LIVE LOCAL ACT PROPERTY TAX EXEMPTION CREATED UNDER FLORIDA STATUTE 196.1978

December 9, 2025

Background:

In 2023, the Florida Legislature enacted the Live Local Act, which created a property tax exemption for rental units serving households earning between 80 and 120 percent of Area Median Income (AMI). Qualifying rental units may receive up to a 75 percent reduction in property taxes under the exemption. In 2024, the Legislature amended the Act to allow local taxing authorities to opt out of the exemption on an annual basis. To be effective, the opt-out resolution must be adopted by January 1 of the year in which it is intended to apply.

Opting out of the Live Local Act exemption preserves the city's property taxes. The city may encourage affordable housing through other mechanisms such as local tax abatement programs, impact fee waivers or reductions, density bonuses or zoning incentives, and direct financial support such as grants, loans, or land contributions. These tools are separate from the Live Local Act Property Tax Exemption and would be established under the City's own authority.

Last year, eleven cities and the county adopted resolutions opting out of the exemption.

Findings:

Adopt Resolution 46-25 to opt-out of the Live Local Act Property Tax Exemption created under Florida Statute 196.1978.

Fiscal Analysis:

If the City does not adopt an opt-out resolution under Florida Statute 196.1978, qualifying multifamily rental developments serving households between 80% and 120% of Area Median Income (AMI) will be eligible for the Live Local Act property tax exemption. This exemption provides up to a 75% reduction in ad valorem property taxes for qualifying units. The extent of any revenue impact will depend on the number and size of eligible projects within the City.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

Shimberg Report.pdf
Res 46-25 Opt Out Live Local Tax Exemption.pdf



Shimberg Center for Housing Studies

2024 Annual Report

Shimberg Center for Housing Studies, M.E. Rinker School of Construction Management,
University of Florida, P.O. Box 115703, Gainesville, Florida 32611-5703

CONTENTS

Introduction 1

Housing Supply and Production 2

Table 1. Florida Housing Supply, 2024 2

Figure 1. Single Family Homes by Year Built, Florida, 2000-2023 2

Table 2. New Single Family Homes Built, Top Ten Counties, 2023 3

Figure 2. Multifamily Units by Year Built, Florida, 2000-2023 3

Table 3. New Multifamily Units Built, Top Ten Counties, 2023 4

Figure 3. Condominiums by Year Built, Florida, 2000-2023 4

Table 4. New Condominium Units Built, Top Ten Counties, 2023 5

Figure 4. Mobile Homes by Year Added, Florida, 2000-2023 5

Table 5. New Mobile Homes Added, Top Ten Counties, 2023 6

Assisted Housing Inventory 7

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024 8

Home Sales 9

Figure 5. Median Single Family Home Sale Price (2024 $), Florida, 2000-2024 9

Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024 10

Figure 7. Number of Single Family Home Sales, Florida, 2000-2023 11

Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023 11

Figure 8. Median Condominium Sale Price (2024 $), Florida, 2000-2024 12

Figure 9. Number of Condominium Sales, Florida, 2000-2023 12

Table 8. Number of Condominium Sales, Top Ten Counties, 2023 13

Rental Markets 14

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2024 14

Table 9. Median Rent, Top Five Counties, July 2024 14

Affordable Housing Needs: Renters and Special Populations 15

Table 10. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by County in Florida, 2024 Estimates 15

Elderly Households 17

Table 11. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by Age of Householder and Region, Florida, 2024 17

Persons with Disabilities 18

Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024 18

Persons with Special Needs 18

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024 19

Affordable and Available Rental Housing Supply 19

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023 20
Shimberg Center Activities 21
Florida Housing Data Clearinghouse 21
Promoting Housing Stability and Affordability 21
Community Resilience and Disaster Response 22
Technical Assistance, Presentations, and Publications 22
Teaching and Graduate Education 23
Appendix 1. County Housing Supply, 2024 24
Appendix 2. Housing Production by County and Housing Type, 2023 27
Appendix 3. Sales Volume and Prices (2024 $) by County, 2023 29
Appendix 4. Surplus/Deficit of Affordable and Available Rental Housing Units by Income (% AMI), Modified Metropolitan Statistical Areas & HUD Metro Fair Market Rent Areas, 2023 32

INTRODUCTION

Home prices and rents in Florida held steady in 2023 and 2024 following rapid growth in the preceding years. The state continued to increase its single family supply, particularly in fast-growing Central and West Central counties, although sales volume continued a two-year downward trend. The multifamily stock also continued to grow, with new rental developments coming online in urban centers and fast-growing mid-sized counties.

This report describes recent trends in housing production, home prices and rents, and the affordable housing inventory. The report includes data on the affordable housing needs of the general population, elders, persons with disabilities, and special needs households. Additional data on housing supply and needs at the city, county, and state level can be found in the Florida Housing Data Clearinghouse, http://flhousingdata.shimberg.ufl.edu.

The report also summarizes the Shimberg Center's 2024 activities in research, teaching, and technical assistance. The Center was established by the Florida Legislature in 1988 as a research hub to facilitate the provision of safe, decent, and affordable housing and related community development. Based in the M.E. Rinker School of Construction Management in University of Florida's College of Design, Construction, and Planning, the Shimberg Center provides applied research and technical assistance to state agencies, local planners, the housing industry, non-profits, and others involved in shaping our state's housing policy.

HOUSING SUPPLY AND PRODUCTION

Florida's single family home inventory reached nearly 5.9 million homes in 2024. Seventy-one percent of these homes are homesteaded, indicating that they serve as the owner's primary residence rather than as second homes, vacation homes, or rental properties.

Multifamily rental developments provide 1.7 million units. Three-quarters of these are located in developments with 10 or more units. One-quarter are located in 2-9 unit properties, mostly duplexes. The state has 1.6 million condominium units. Only 37 percent are homesteaded, indicating that most condominiums are second homes, vacation units, or rentals.

Mobile homes on their own parcels make up approximately 437,000 units, of which just over half are homesteaded. These are individually owned parcels that are distinct from the state's 2,293 licensed mobile home parks with 290,885 lots for rent.

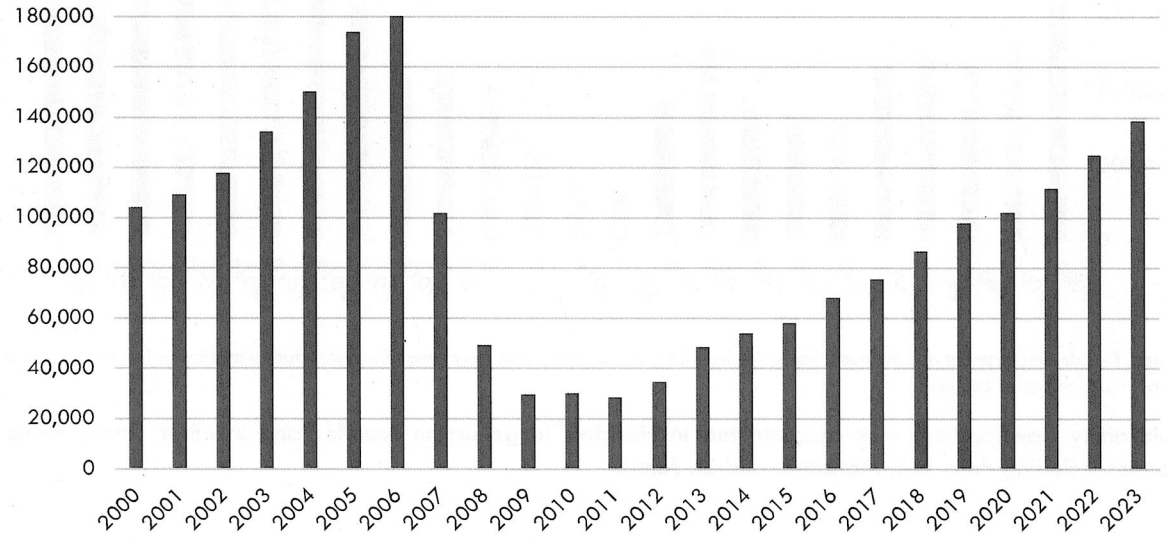
Table 1. Florida Housing Supply, 2024

Single Family Homes	Condominiums	Mobile Homes	Multifamily 2-9 Units	Multifamily 10+ Units
• 5,875,709 parcels • 4,152,269 homesteaded (71%)	• 1,609,542 parcels • 597,304 homesteaded (37%)	• 436,883 parcels • 227,998 homesteaded (52%)	• 156,868 parcels with 408,210 units • 32,880 homesteaded (21%)	• 15,578 parcels with 1,288,421 units

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 1 for housing supply by county.

Single family home production has increased steadily over the past decade. Florida produced 138,717 single family homes in 2023, the last full year for which data is available. Production levels have been increasing by approximately 10 percent each year.

Figure 1. Single Family Homes by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

Lee County led the state in construction with 10,702 new homes, followed by a group of counties stretching across Central and West Central Florida: Polk, Pasco, Lake, Osceola, and Manatee.

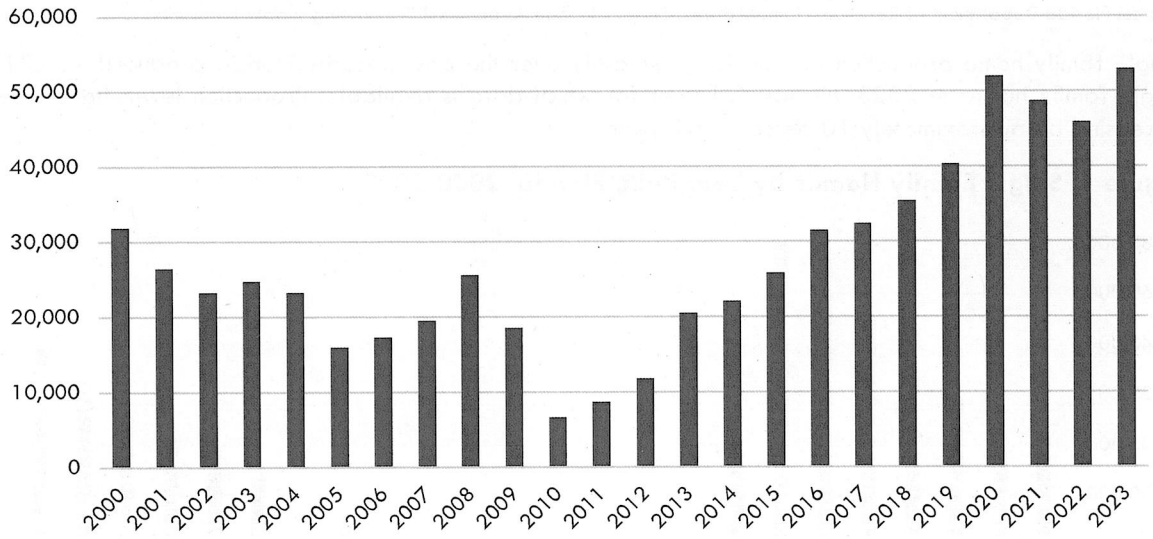
Table 2. New Single Family Homes Built, Top Ten Counties, 2023

County	Single Family Homes Built
Lee County	10,702
Polk County	9,380
Pasco County	8,071
Lake County	7,783
Manatee County	6,511
Osceola County	6,279
Marion County	6,245
Hillsborough County	6,150
St. Johns County	5,565
Sarasota County	5,362

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for single family construction in all counties.

Multifamily production continued at the strong pace that began in 2020. In 2023, Florida added 354 multifamily developments with 10 or more units, for a total of 50,547 new apartments, and 1,199 smaller multifamily developments (2,467 units).

Figure 2. Multifamily Units by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Unit totals may be undercounts due to missing or incomplete data for a small number of counties.

Multifamily development was concentrated in Florida's large urban counties and in other fast-growing counties including Polk, Lee, Manatee, and St. Johns.

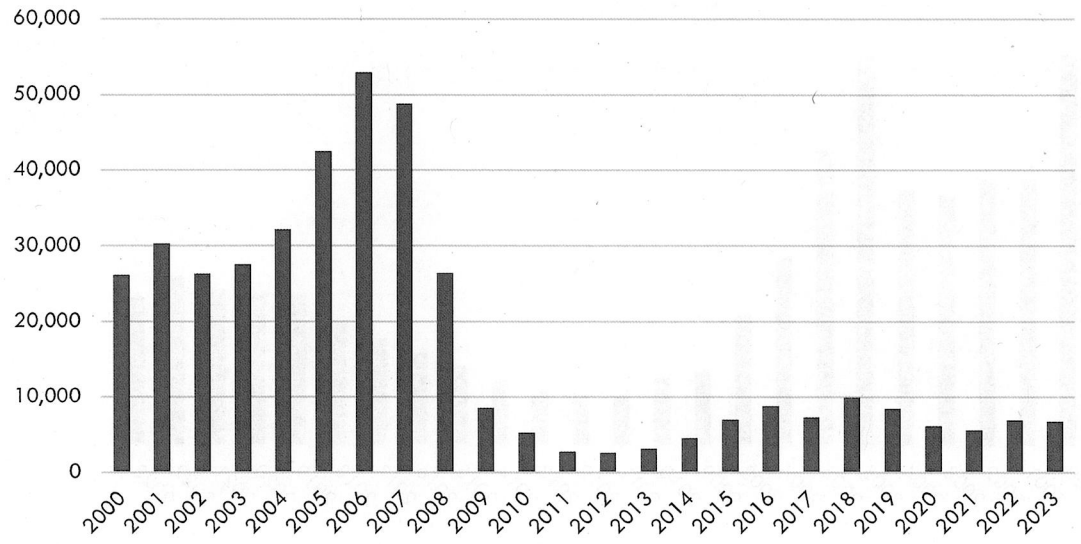
Table 3. New Multifamily Units Built, Top Ten Counties, 2023

County	Multifamily Units Built
Orange County	8,346
Miami-Dade County	6,814
Broward County	4,722
Hillsborough County	3,047
Polk County	2,811
Lee County	2,784
Duval County	2,735
Palm Beach County	2,552
Manatee County	1,861
St. Johns County	1,609

Source: Florida Department of Revenue, Name-Address-Legal File.

In contrast, condominium construction continued to be modest. The state added 6,791 newly built condominiums in 2023, a third of which were located in Miami-Dade County. This level of production was consistent with construction levels in recent years but far below the 2005-2007 peak, when the state was building 40,000-50,000 condominium units per year.

Figure 3. Condominiums by Year Built, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File

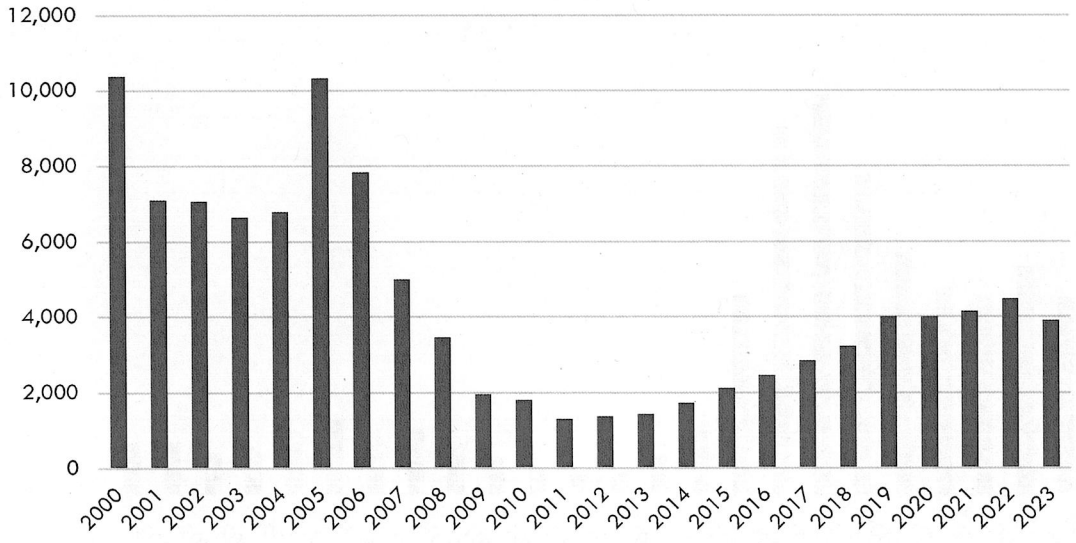
Table 4. New Condominium Units Built, Top Ten Counties, 2023

County	Condominium Units Built
Miami-Dade County	2,437
Collier County	776
Lee County	625
Charlotte County	565
Pinellas County	396
Palm Beach County	357
Sarasota County	325
Osceola County	172
Broward County	152
Brevard County (tie)	122
Hillsborough County (tie)	122

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for condominium construction in all counties.

Mobile home production slowed slightly in 2023. The state added 3,911 mobile homes on individual parcels in 2023. Again, this does not include homes in mobile home parks.

Figure 4. Mobile Homes by Year Added, Florida, 2000-2023



Source: Florida Department of Revenue, Name-Address-Legal File. Includes mobile homes on individual parcels. Does not include units in mobile home parks.

New mobile homes made a small contribution to the fast growing housing stock in Lee, Marion, Pasco, and Polk Counties, as well as several rural counties.

Table 5. New Mobile Homes Added, Top Ten Counties, 2023

County	Mobile Homes Built
Lee County	224
Marion County	213
Pasco County	173
Levy County	167
Bay County	165
Walton County	160
Putnam County	159
Citrus County	148
Polk County	137
Suwannee County	126

Source: Florida Department of Revenue, Name-Address-Legal File. See Appendix 2 for mobile homes added in all counties.

ASSISTED HOUSING INVENTORY

Assisted housing helps close the affordable housing gap for Florida's renters. Assisted housing refers to rental housing developments that receive public subsidies in exchange for limits on tenant incomes and rents. Florida's assisted housing stock consists of 3,078 developments with 315,504 affordable rental homes. Of these, 2,848 developments with 290,836 assisted (income and rent limited) units are in operation. An additional 230 properties with 24,668 assisted units are funded and in the development pipeline.

The assisted housing inventory is made up of public housing units and a much larger supply of privately owned rental developments funded by Florida Housing Finance Corporation (Florida Housing), U.S. Department of Housing and Urban Development's multifamily office (HUD), U.S. Department of Agriculture's Rural Development programs (USDA RD), and local housing finance authorities (LHFAs).

In 2023 and 2024, Florida added 88 assisted rental developments with 9,157 affordable units to the development pipeline. Table 6 shows the characteristics of the new and forthcoming affordable housing developments.

Thirty-eight percent of units are located in developments reserving some or all units for elders, homeless individuals and families, persons with disabilities, or farmworkers. Most units (81 percent) are one or two bedroom apartments. Sixty-two percent of units are targeted toward households at 60 percent of area median income (AMI), and an additional 20 percent have income targets of 50 percent AMI or lower.

Table 6. Characteristics of New Assisted Housing Developments, Florida, 2023-2024

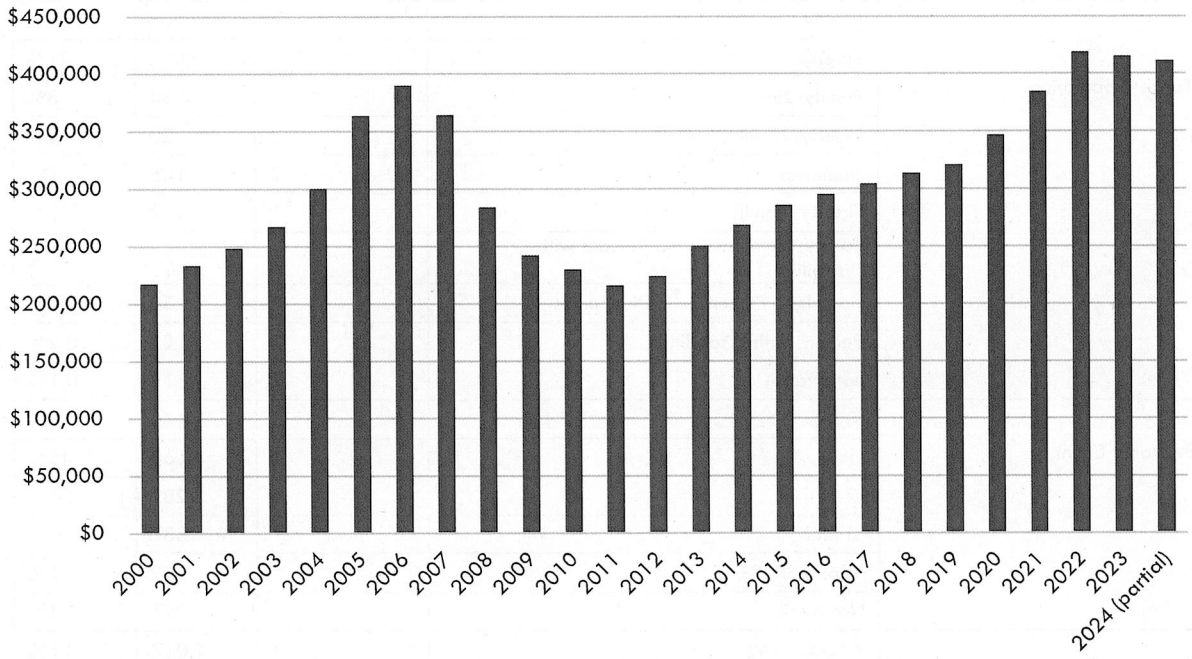
		Developments	Units	% of Units
Total Developments 2023-2024		**88**	**9,157**	**-**
County Size	Large	54	6,420	70%
	Medium	29	2,538	26%
	Small	5	199	4%
Target Population	Family	44	4,906	54%
	Elderly	27	2,822	31%
	Family; Link	8	764	8%
	Elderly; Family; Link	2	220	2%
	Homeless	2	145	2%
	Elderly; Family	1	144	2%
	Family; Homeless; Link; Persons with Disabilities	1	72	1%
	Homeless; Persons with Disabilities	1	50	1%
	Persons with Disabilities	1	22	0.2%
	not avail.	1	12	0.1%
Bedroom Count	0 BR	-	440	5%
	1 BR	-	4,160	45%
	2 BR	-	3,281	36%
	3 BR	-	887	10%
	4 or more BR	-	92	1%
	Not Avail.	-	297	3%
Income & Rent Limits	<=35% AMI	-	1,017	11%
	40-50% AMI	-	827	9%
	55-60% AMI	-	5,632	62%
	65-80% AMI	-	1,669	18%
	Not Avail.	-	12	0.1%

Source: Shimberg Center for Housing Studies, Assisted Housing Inventory. "Link" in Target Population refers to Florida Housing Finance Corporation's Link program, under which developers provide a portion of housing units to special needs households referred by community-based supportive service providers. Percentages may not total exactly 100% due to rounding.

HOME SALES

Median home prices in Florida held steady during 2022-2024, following rapid growth in the prior two years. The statewide median single family home price reached $411,600 in the first half of 2024. Adjusted for inflation, median prices in the past three years are well above the previous peaks in the mid-2000s.

Figure 5. Median Single Family Home Sale Price (2024 $), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Median home prices in the first half of 2024 ranged from the upper $100,000s in rural North Florida counties to over $750,000 in coastal counties with strong luxury and second home markets.

Figure 6. Florida Counties by Median Single Family Home Price, Q1-2 2024

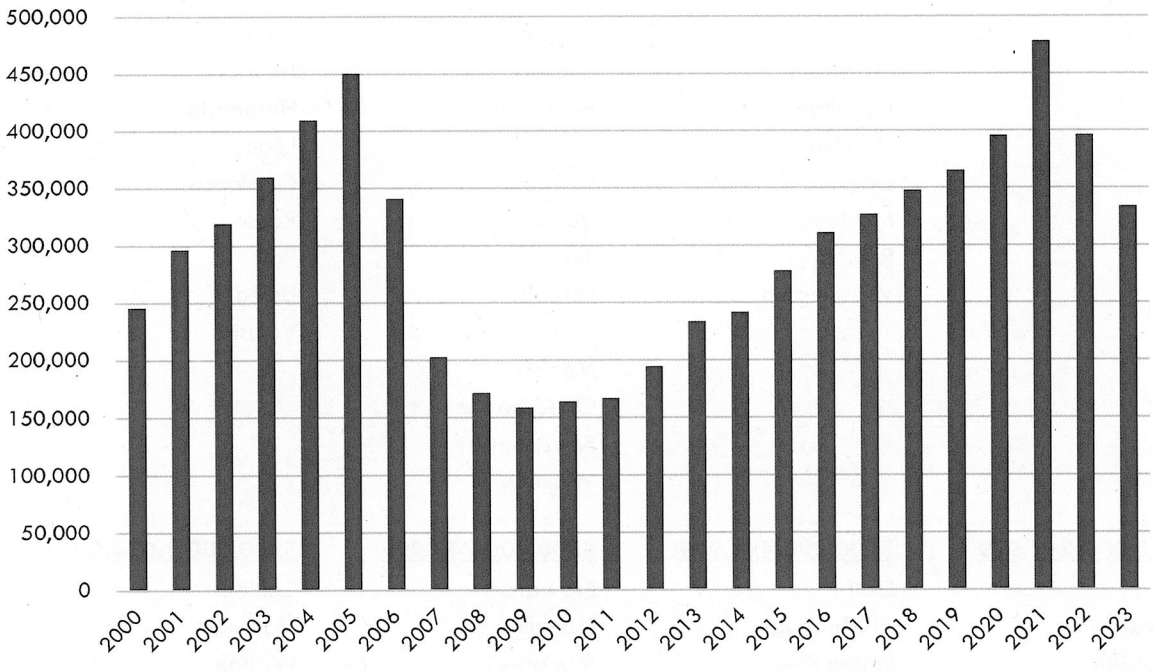
$150,000-199,999	$200,000-249,999	$250,000-299,999	$300,000-349,999
Holmes	Bradford	Baker	Alachua
Jackson	Calhoun	Citrus	Clay
Taylor	Dixie	Columbia	Duval
	Gadsden	DeSoto	Hendry
	Hamilton	Escambia	Hernando
	Hardee	Gilchrist	Leon
	Liberty	Glades	Okaloosa
	Madison	Highlands	Pasco
	Putnam	Jefferson	Polk
	Washington	Lafayette	Union
		Levy	Volusia
		Marion	
		Okeechobee	
		Suwannee	
		Wakulla	

$350,000-399,999	$400,000-499,999	$500,000-749,999	$750,000-1,000,000+
Bay	Gulf	Broward	Collier
Brevard	Hillsborough	Franklin	Monroe
Charlotte	Indian River	Manatee	Walton
Flagler	Lee	Martin	
Lake	Nassau	Miami-Dade	
Osceola	Orange	Palm Beach	
Santa Rosa	Pinellas	St. Johns	
St. Lucie	Sarasota		
Sumter	Seminole		

Source: Florida Department of Revenue, Sales Data File

Single family sales volume continued to drop from its 2021 peak. Statewide, there were 333,655 single family sales in 2023, the last full year for which data is available.

Figure 7. Number of Single Family Home Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Home sales volume was higher in counties with significant new single family construction activity, including Hillsborough, Lee, Polk and Pasco Counties. Sales volume was also higher in the populous Southeast Florida counties and Orange County. Nevertheless, on average 2023 sales were down by 16 percent over 2022 in the top ten counties.

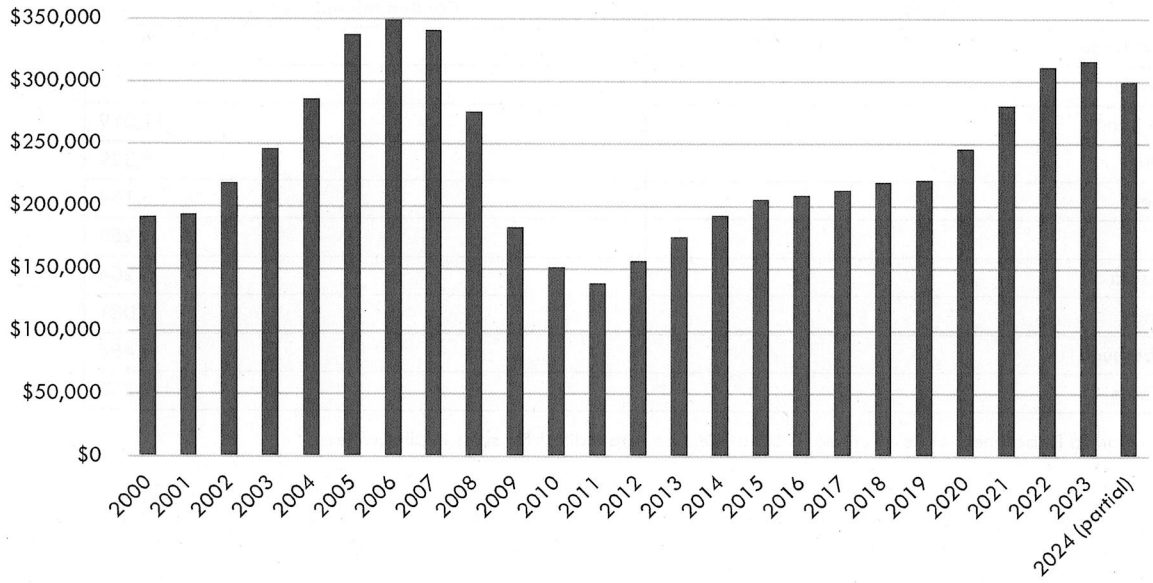
Table 7. Number of Single Family Home Sales, Top Ten Counties, 2023

County	Single Family Sales
Hillsborough	20,732
Lee	18,487
Polk	17,650
Broward	17,252
Orange	16,702
Pasco	15,623
Duval	15,323
Palm Beach	14,925
Brevard	12,512
Miami-Dade	12,345

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

Condominium sale prices held fairly steady following a rise in 2021-2022. The statewide median condominium price in the first half of 2024 was $300,000. Q1-2 2024 median condominium prices were far higher in smaller coastal counties with active luxury vacation and second home markets, including Monroe (median condominium price $730,000), Walton ($665,000), and Nassau ($635,000).

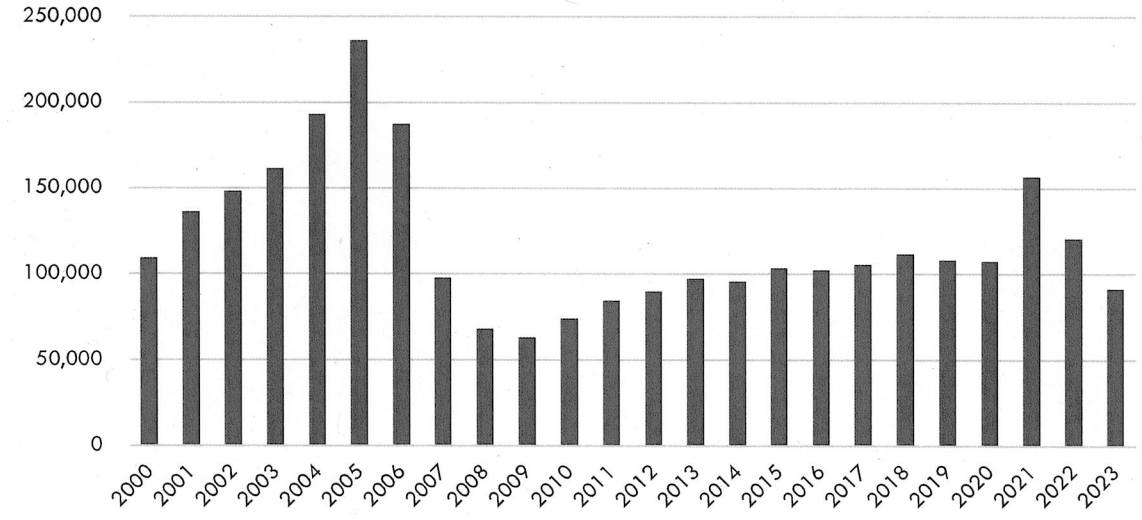
Figure 8. Median Condominium Sale Price (2024 $), Florida, 2000-2024



Source: Florida Department of Revenue, Sales Data File. Median prices converted to 2024 dollars using the Consumer Price Index to adjust for inflation.

Condominium sales volume has held relatively steady around 100,000 sales per year in the past decade, with the exception of a spike above 150,000 in 2021. Statewide, there were 91,439 condominium sales in 2023, a slight drop from the pre-2021 norm and a significant decline from the 2021 peak.

Figure 9. Number of Condominium Sales, Florida, 2000-2023



Source: Florida Department of Revenue, Sales Data File

Overall, condominium sales were concentrated in larger coastal counties and Orange County. Nearly half of the state's sales in 2023 took place in the three Southeast Florida counties: Miami-Dade (19,117), Broward (13,794), and Palm Beach (11,019). As Figure 9 shows, condominium sales have been declining; sales in the ten most active counties fell by 25 percent in 2023 compared to 2022.

Table 8. Number of Condominium Sales, Top Ten Counties, 2023

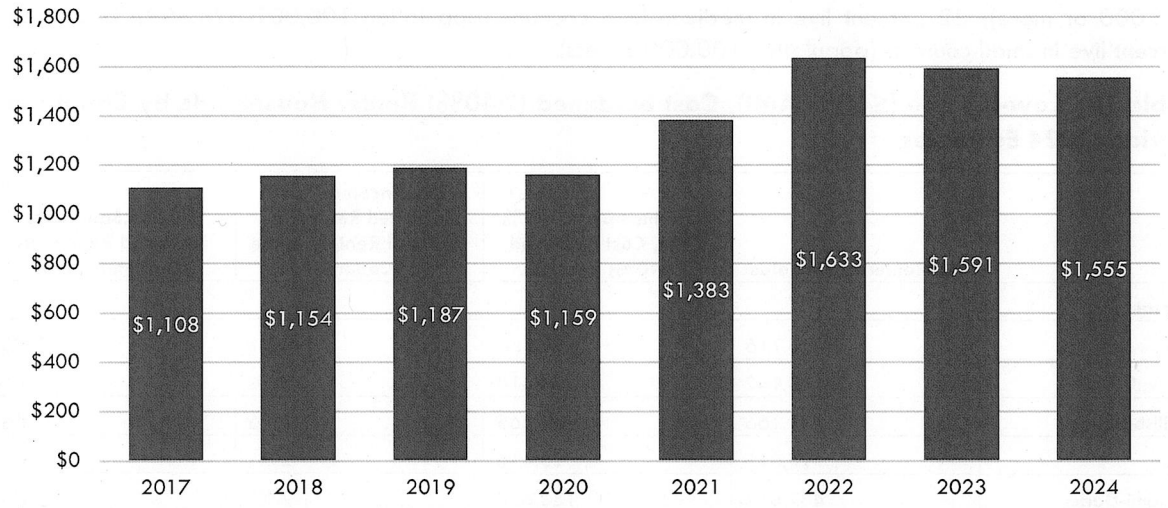
County	Condominium Sales
Miami-Dade	19,117
Broward	13,794
Palm Beach	11,019
Pinellas	6,329
Collier	5,184
Lee	4,258
Sarasota	3,204
Orange	3,081
Hillsborough	2,484
Manatee	2,235

Source: Florida Department of Revenue, Sales Data File. See Appendix 3 for sales in all counties.

RENTAL MARKETS

Florida rents increased steeply between 2020 and 2022, then stabilized close to these higher levels in 2023-2024. Apartment List estimates that median gross rents for housing seekers in Florida increased 41percent over the two year period between July 2020 and July 2022. Median rent for housing seekers was $1,555 in July 2024, a five percent drop from the 2022 median of $1,633 but still well above 2017-2020 levels.

Figure 11. Apartment List Median Rent Estimates, Florida, 2017-2024



Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities. All rent figures refer to July estimates for a given year.

Apartment List provides median rent estimates for 26 of Florida's 67 counties. Among these counties, Southeast and Southwest Florida counties topped the list for highest rents in July 2024.

Table 9. Median Rent, Top Five Counties, July 2024

County	Median Rent	Increase since July 2020
Miami-Dade County, FL	$1,841	44%
Palm Beach County, FL	$1,827	39%
Broward County, FL	$1,794	38%
Collier County, FL	$1,699	47%
Sarasota County, FL	$1,642	31%

Source: Apartment List, Rent Estimates, https://www.apartmentlist.com/research/category/data-rent-estimates. Estimate of median gross rent for new leases, including utilities.

AFFORDABLE HOUSING NEEDS: RENTERS AND SPECIAL POPULATIONS

The Center produces a triennial Rental Market Study for Florida Housing Finance Corporation assessing affordable rental housing needs by county and demographic group. The last study, published in 2022, estimated that there were 768,460 renter households in Florida who were low-income (with incomes below 60 percent of the area median income, or AMI) and cost burdened (paying more than 40 percent of income for housing).

Using the most recently available data, we estimate that there are now 883,863 low-income, cost burdened renters in Florida. Sixty-five percent of these households live in Florida's nine large counties (population 825,000 or more); 32 percent live in medium-sized counties (population 100,001-824,999); and three percent live in small counties (population 100,000 or less).

Table 10. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by County in Florida, 2024 Estimates

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Large				
Broward	296,116	94,550	32%	11%
Duval	178,142	54,414	31%	6%
Hillsborough	231,166	67,465	29%	8%
Lee	97,615	28,416	29%	3%
Miami-Dade	482,612	130,628	27%	15%
Orange	238,714	69,808	29%	8%
Palm Beach	202,297	63,315	31%	7%
Pinellas	150,328	43,261	29%	5%
Polk	92,291	22,249	24%	3%
Large Total	**1,969,281**	**574,106**	**29%**	**65%**
Medium				
Alachua	30,863	11,854	38%	1%
Bay	25,043	6,384	25%	1%
Brevard	72,809	24,866	34%	3%
Charlotte	18,202	6,377	35%	1%
Citrus	13,469	3,942	29%	0.4%
Clay	22,719	6,083	27%	1%
Collier	43,670	14,208	33%	2%
Escambia	47,394	12,210	26%	1%
Flagler	11,962	4,434	37%	1%
Hernando	17,737	5,534	31%	1%
Highlands	11,074	2,816	25%	0.3%
Indian River	18,191	4,543	25%	1%
Lake	45,515	15,770	35%	2%
Leon	35,821	11,920	33%	1%
Manatee	54,366	15,156	28%	2%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Marion	42,453	12,203	29%	1%
Martin	16,597	5,731	35%	1%
Nassau	7,633	1,769	23%	0.2%
Okaloosa	30,821	7,241	23%	1%
Osceola	55,722	19,071	34%	2%
Pasco	66,826	17,140	26%	2%
Santa Rosa	16,456	3,537	21%	0.4%
Sarasota	51,468	14,204	28%	2%
Seminole	68,019	19,089	28%	2%
St. Johns	24,760	6,646	27%	1%
St. Lucie	37,401	11,715	31%	1%
Sumter	10,104	3,599	36%	0.4%
Volusia	68,042	18,166	27%	2%
Medium Total	**965,137**	**286,208**	**30%**	**32%**
Small				
Baker	2,122	492	23%	0.1%
Bradford	2,423	611	25%	0.1%
Calhoun	1,056	254	24%	0.03%
Columbia	7,688	1,939	25%	0.2%
DeSoto	3,358	854	25%	0.1%
Dixie	1,304	329	25%	0.04%
Franklin	1,235	297	24%	0.03%
Gadsden	4,705	1,132	24%	0.1%
Gilchrist	1,081	273	25%	0.03%
Glades	875	268	31%	0.03%
Gulf	1,355	326	24%	0.04%
Hamilton	1,269	265	21%	0.03%
Hardee	2,491	633	25%	0.1%
Hendry	4,435	1,359	31%	0.2%
Holmes	1,757	302	17%	0.03%
Jackson	4,679	1,126	24%	0.1%
Jefferson	1,384	333	24%	0.04%
Lafayette	597	125	21%	0.01%
Levy	3,844	970	25%	0.1%
Liberty	598	144	24%	0.02%
Madison	1,836	384	21%	0.04%
Monroe	14,267	3,862	27%	0.4%
Okeechobee	3,975	1,218	31%	0.1%
Putnam	7,487	2,010	27%	0.2%
Suwannee	4,348	909	21%	0.1%

	All Renter Households	Low-Income (<=60% AMI), Cost Burdened (>40%) Renters	Low-Income/ Cost Burdened Renters as % of All Renters in the County	Low-Income/ Cost Burdened Renters as % of State Total
Taylor	2,009	420	21%	0.05%
Union	1,343	339	25%	0.04%
Wakulla	2,566	617	24%	0.1%
Walton	8,154	1,400	17%	0.2%
Washington	2,083	358	17%	0.04%
Small Total	**96,324**	**23,549**	**24%**	**3%**
State Total	**3,030,742**	**883,863**	**29%**	**100%**

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Elderly Households

Statewide, over 346,000 low-income, cost burdened renter households are headed by someone age 55 or older, including nearly 105,000 households age 75+ households. In Pasco/Pinellas Counties and a Southwest region stretching from Sarasota County to Collier County, older households make up half of the cost-burdened renters.

Table 11. Low-Income (≤60% AMI), Cost Burdened (>40%) Renter Households by Age of Householder and Region, Florida, 2024

Planning and Service Area	Age of Householder				Total	% Age 55 or Older
	15-54	55-74	75-84	85 or Older		
1) Escambia, Okaloosa, Santa Rosa	15,521	4,869	1,564	1,182	23,136	33%
2) Bay, Calhoun, Franklin, Gadsden, Gulf, Jackson, Jefferson, Holmes, Leon, Liberty, Wakulla, Walton, Washington	17,400	5,809	1,256	(X)	24,465	29%
3) Alachua, Bradford, Citrus, Columbia, Dixie, Gilchrist, Hamilton, Hernando, Lafayette, Lake, Levy, Madison, Marion, Sumter, Suwannee, Taylor, Union	34,734	17,572	4,524	2,390	59,220	41%
4) Baker, Clay, Duval, Flagler, Nassau, Putnam, St. Johns, Volusia	58,021	25,460	6,848	3,728	94,057	38%
5) Pasco, Pinellas	32,437	18,518	6,980	2,593	60,528	46%
6) Desoto, Hardee, Hillsborough, Highlands (part), Manatee, Polk	66,629	29,872	6,661	3,078	106,240	37%
7) Brevard, Orange, Osceola, Seminole	94,116	28,087	6,313	3,486	132,002	29%
8) Charlotte, Collier, Glades, Hendry, Highlands (part), Lee, Okeechobee, Sarasota	34,581	21,088	8,855	4,657	69,181	50%
9) Indian River, Martin, Palm Beach, St. Lucie	48,145	24,739	6,412	6,084	85,380	44%
10) Broward	57,576	25,001	9,032	2,941	94,550	39%
11) Miami, Monroe	77,809	40,741	11,433	4,507	134,490	42%
State Total	**536,969**	**241,756**	**69,878**	**34,646**	**883,249**	**39%**

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Regions are modified from Florida Department of Elder Affairs Planning and Service Areas. Student-headed, non-family households are excluded. Totals may differ slightly from Table 10 due to rounding. (X) indicates value that is not statistically significant.

Persons with Disabilities

Nearly one-third of the state's cost burdened, low-income renter households include at least one person with a disability—an estimated 278,031 households in all. In most of these households, the individuals with disabilities are adults, particularly in age 55+ households. However, 32,222 of the cost burdened renter households include children with disabilities, including 8,970 that have at least one adult and one child with a disability.

Table 12. Low-Income, Cost Burdened Renter Households with Persons with Disabilities, Florida, 2024

Household Age & Disability Characteristics	Households
Householder Under Age 55, Adult(s) with a Disability in the Household	82,529
Householder Age 55 or Older, Adult(s) with a Disability in the Household	163,280
Child(ren) with a Disability in the Household	23,252
Child(ren) and Adult(s) with Disabilities in the Household	8,970
Total	**278,031**

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey; University of Florida Bureau of Economic and Business Research, 2024 Population Projections. Student-headed, non-family households are excluded.

Persons with Special Needs

Florida's special needs housing programs serve a subset of persons with disabilities as well as other vulnerable individuals and families. Specifically, for the purpose of housing programs, Florida Statutes defines a person with special needs as:

> *An adult person requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under s. 409.1451(5); a survivor of domestic violence as defined in s. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the Supplemental Security Income (SSI) program or from veterans' disability benefits. (Section 420.0004 (13), Florida Statutes)*

Combining several data sources, we estimate that 103,335 households meet this definition, primarily low-income, cost burdened renters receiving disability-related benefits.

Table 13. Estimates of Households with Persons with Special Needs, Florida, 2024

Category	Definition	Estimate	Data Sources
Disability-related benefits	Low-income (<=60% AMI), cost burdened (>40%) renter households with at least one household member who is: 1) age 18-64, with a disability, receiving Social Security; 2) age 18+, with a disability, receiving SSI; 3) age 18+ with a VA service-related disability rating of 10 percent or more	93,720	U.S. Census Bureau, 2023 American Community Survey Public Use Microdata Sample; 2024 BEBR population projections.
Survivors of domestic violence	Estimated number of households based on total number of persons using domestic violence emergency shelters	7,147	Florida Department of Children and Families, Domestic Violence Annual Report, 7/1/2022-6/30/2023. Based on 12,836 individuals receiving shelter and previous year's estimated average household size of 1.8 persons (total recipients divided by adult recipients).
Youth aging out of foster care	Estimate based on youth receiving Aftercare, Extended Foster Care, and Postsecondary Education Services	2,468	Estimated need for affordable housing (1,742 units) and supportive housing (625 units) from Florida Assessment of Housing for Special Needs and Homeless Populations 2021.[1]
Total			**103,335**

Affordable and Available Rental Housing Supply

Another measure of the affordable rental housing gap is the affordable/available analysis, which compares the number of renter households at various income levels to the supply of units that are affordable and available to them.

An "affordable" unit is any market rate, subsidized, or public housing unit costing no more than 30 percent of income at the top of the income threshold expressed as a percentage of area median income (AMI), adjusted for unit size.[2] Many "affordable" units are effectively unavailable to low-income households because they are already occupied by higher income households. The affordable/available analysis accounts for this difference by removing units that are occupied by higher income households from unit counts. Specifically, an "affordable/available" unit at a particular income threshold is: 1) affordable at that income threshold and 2) either vacant or occupied by a household with an income at or below the threshold.

This analysis compares the statewide affordable/available housing supply to renter households for six income groups: 0-30, 0-40, 0-50, 0-60, 0-80, and 0-120 percent of AMI. Each category is inclusive of those that come before it. For example, all households and units in the 0-30 percent of AMI group also appear in all of the other groups.

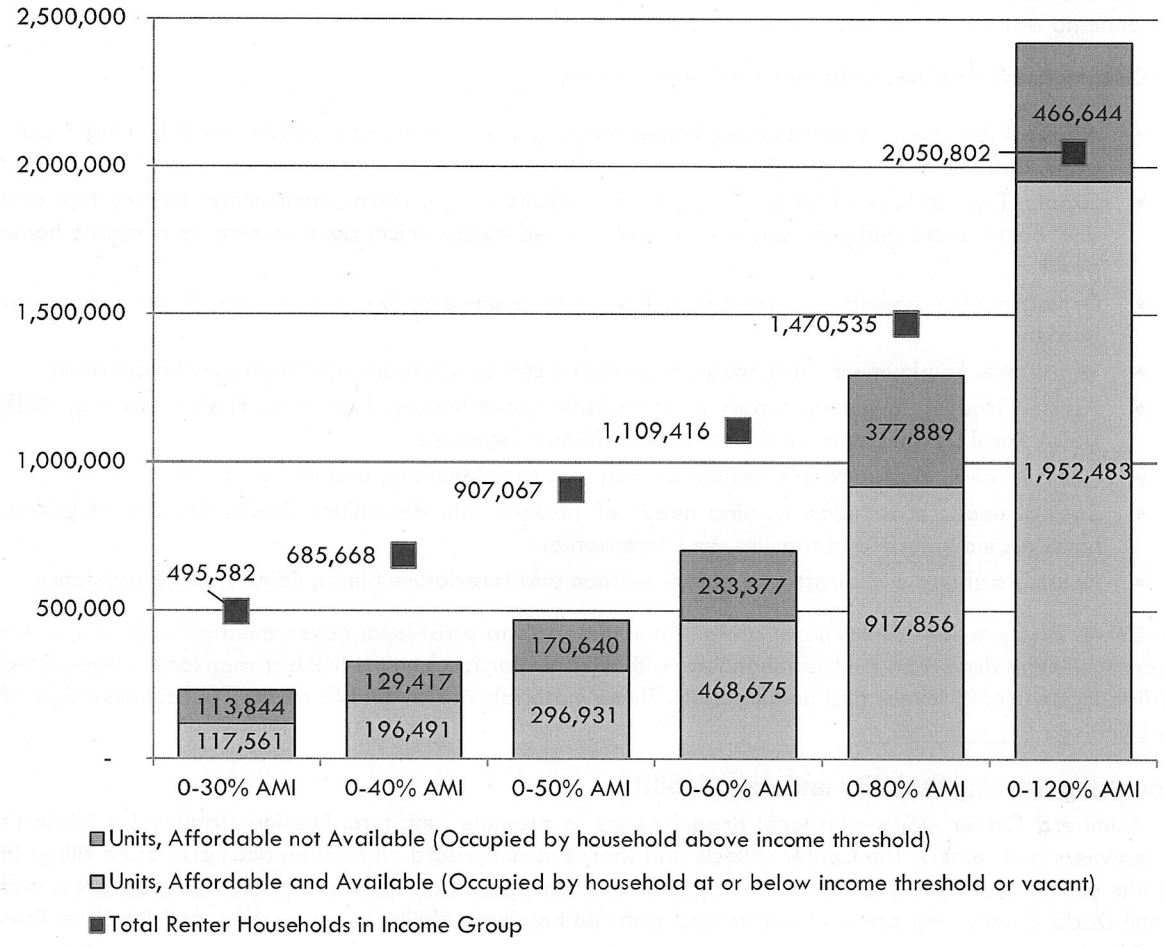
Figure 12 shows the distinction between affordable units and affordable/available units. All units in each column have rents that do not exceed 30 percent of income for a household at the top of the income group,

[1] Report available at https://floridahousing.org/docs/default-source/programs/special-programs/special-needs-housing/florida-assessment-of-housing-for-homeless-and-special-needs-populations/needs-assessment-full-report.pdf?sfvrsn=b09bf67b_2.

[2] For more information about the affordable/available method and affordability thresholds, see the *2022 Rental Market Study* produced by the Shimberg Center for Florida Housing Finance Corporation, http://shimberg.ufl.edu/publications/RMS_2022.pdf.

adjusted by unit size. However, the units in the darker shaded areas are occupied by households with incomes above the top threshold and therefore are not available to the households in that income category.

Figure 12. Affordable Units, Affordable/Available Units, and Renter Households by Income, Florida, 2023



Source: Shimberg Center tabulation of U.S. Census Bureau, 2023 American Community Survey. Student-headed, non-family households and substandard units are excluded.

Figure 12 shows that for the 0-30 through 0-80 percent of AMI levels, there are more renter households than affordable units, whether available or not. At the 0-120 percent of AMI level, there are sufficient affordable units, but the number of affordable and available units is slightly lower than the number of renter households, leaving a gap of 98,319 affordable and available units.

Individual regions in Florida show widely varying results when comparing households to affordable and available units, particularly at the 0-120 percent of AMI income level. Appendix 4 shows the surplus or deficit of affordable/available units at the regional level.

SHIMBERG CENTER ACTIVITIES

Florida Housing Data Clearinghouse

The Shimberg Center produces the Florida Housing Data Clearinghouse under contract with Florida Housing Finance Corporation. Since 2000, the Clearinghouse has provided a free online source of housing supply and demand data for the state, counties, and cities.

The Clearinghouse provides data on the following topics:

- Affordability: housing cost burden, homeownership rates, rents, affordable rental housing supply gaps, and vacancy and occupancy rates
- Supply: Type of housing (single family, mobile homes, condominiums, multifamily), housing age and size, home prices and assessed values, and licensed condominium developments and mobile home parks
- Demographics: population projections, household projections by tenure, age, income, and cost burden
- Workforce: Employment rates, wage and housing cost comparisons by industry and occupation
- Assisted Housing Inventory: supply of affordable rental housing funded by Florida Housing, HUD, USDA Rural Development, and local housing finance agencies
- Home lending: mortgage originations by purpose, race/ethnicity, and interest rates
- Special needs households: housing needs of persons with disabilities, Social Security recipients, homeless individuals and families, and farmworkers
- Housing stability and disaster response: eviction and foreclosure filings, FEMA housing assistance

The Center also provides county-level presentation materials to assist local government officials and others in communicating data from the Clearinghouse, with a particular focus on the link between local wages, area median income (AMI) levels, and housing costs. These materials are available on the Publications page of the Shimberg Center's website.

Promoting Housing Stability and Affordability

The Shimberg Center works with local organizations to promote long-term housing stability for Florida's homeowners and renters. The Center collects and shares monthly data on eviction and foreclosure filings in Florida communities. We participate in regional eviction prevention networks in the Orlando area and Miami-Dade County and provide summarized data on housing stability to researchers and legal services providers.

The Center is collaborating with Local Initiatives Support Corporation (LISC) Jacksonville in its Family Wealth Creation initiative, which seeks to preserve housing wealth in historically Black neighborhoods in Jacksonville. The Center is providing data on homeownership, home values, tax foreclosure sales, and potential heirs property sites to support LISC's efforts. The Center also is co-sponsoring an Heirs Property research center in collaboration with the Center for Governmental Responsibility in the UF Levin College of Law. The research center was launched in 2024 to develop legislative and regulatory solutions to heirs property loss.

The Center also is collaborating with Bright Community Trust and a number of community organizations on the Homeownership Equity Initiative, a program to make homeownership accessible for households in the four-county Orlando metropolitan area. The Center has provided data on homeownership disparities and the benefits of homeownership for families and communities.

Community Resilience and Disaster Response

The Shimberg Center works closely with state agencies, local governments, and our peers at University of Florida and other Gulf Coast and national institutions to learn how Florida's vulnerable populations and housing stock can be kept safe from natural disasters.

This year, the Shimberg Center collaborated with a wide range of University of Florida engineering, environmental, planning, and health science faculty on the JaxTwin project, an initiative to develop a "Digital Twin" for Jacksonville. The project is designed to provide real-time insights and scenario planning tools to help city leaders address infrastructure, health, housing, economic, and environmental challenges. The project resulted in a suite of datasets to identify water quality systems, healthcare utilization hotspots, and coastal flood hazard impacts, as well as a set of virtual and augmented reality tools for built environment visualization.

The Center is working with the University of Nebraska and Texas A&M Agrilife Extension to examine the disaster impact of windstorms on farms and agricultural areas and provide guidance to affected businesses and residents. In Florida, work has included surveying and interviewing farmers in the Suwanee Valley about wind damage to homes and businesses from Hurricanes Idalia, Debby, and Helene. Separately, Shimberg Center researchers are studying residential property ownership changes following hurricanes, starting with the effects of Hurricane Michael on ownership patterns in Bay County.

The Shimberg Center, University of Central Florida, the Horne consulting firm, and Florida Housing Coalition continued a HUD-funded project to evaluate the effectiveness of the Community Development Block Grant – Disaster Recovery (CDBG-DR) program in addressing post-disaster recovery needs of renter households. Project objectives are to (1) better understand CDBG-DR allocations for renters, (2) identify successful processes with corresponding outcomes for rental housing recovery aid programs, (3) engage with and link disaster recovery strategies and programs to actual and desired outcomes among renters from their lived experiences, and (4) translate this research into actionable programmatic recommendations with appropriate timelines, policy making and implementation changes. This year, the Shimberg Center interviewed renters affected by disasters and documented their experiences with CDBG-DR and other recovery programs.

The Center and Florida Sea Grant are launching "Connecting resilient communities and economies: Characterizing the link between water-dependent businesses and affordable housing." This research will lead to a better understanding of housing types for workers in water-dependent industries, housing and business needs of communities with water-dependent economies in Florida, and how changes in the availability and distribution of affordable workforce housing affect the recovery of water-dependent industries after disasters.

Technical Assistance, Presentations, and Publications

Under the Florida Housing Data Clearinghouse contract, the Shimberg Center provides extensive pro bono technical assistance to state and local agencies, the housing industry, non-profit organizations, and the public in the assessment of affordable housing needs. Examples of technical assistance during 2024 included providing mortgage lending data to the Office of Economic Vitality in Tallahassee, providing affordable housing needs data to the Community Foundation of Sarasota for a four-county area as background information for a new housing dashboard, assisting the American Red Cross with integrating housing needs data into post-disaster training, providing data to the Florida Supportive Housing Coalition to assist in planning to address elder homelessness, and providing data on children's homelessness to the Housing First for Children collaborative in Alachua County.

The Shimberg Center team made a number of public presentations in Florida and nationally in 2024:

- National Human Services Data Consortium, Kansas City
- JUST Pensacola Summit on Affordable Housing, Pensacola

- Community Legal Services of Mid-Florida training, Orlando
- Florida Association of Counties, Orlando
- National Low Income Housing Coalition Disaster Recovery Convenings, Washington DC
- Florida Sea Grant Symposium, Gainesville
- Rinker School of Construction Management Advanced Modular Housing Design Convening, Gainesville
- Florida Housing Coalition Statewide Housing Conference, Orlando
- Alachua County Affordable Housing Advisory Committee, Gainesville
- BOLD Justice, Broward County

Shimberg Center faculty and staff also co-authored the following peer-reviewed articles published in 2024:

- Enderami, S. A., Sutley, E., Helgeson, J., Dueñas-Osorio, L., Watson, M., & van de Lindt, J. W. (2024). Measuring post-disaster accessibility to essential goods and services: proximity, availability, adequacy, and acceptability dimensions. *Journal of Infrastructure Preservation and Resilience, 5*(1), 12.
- Yeganeh, N., Kang, S., Ray, A., Watson, M., & Denton, B. (2024). Filling the blindspots: Assessing distributive equity in fund allocation of Florida's local housing program for disaster recovery. *International Journal of Disaster Risk Reduction, 111*, 104708.
- Safayet, M., Connors, J. P. C., & Watson, M. (2024). Measuring access to food banks and food pantries: A scoping review of spatial analysis approaches. *Health & Place, 88*, 103251.
- Rosenheim, N. P., Watson, M., Casellas Connors, J., Safayet, M., & Peacock, W. G. (2024). Food Access After Disasters: A Multidimensional View of Restoration After Hurricane Harvey. *Journal of the American Planning Association*, 1-19.
- Watson, M., Xiao, Y., & Helgeson, J. (2024). Using disaster surveys to model business interruption. *Natural Hazards Review, 25*(1), 05023013.

Teaching and Graduate Education

Shimberg Center faculty offered courses in housing, sustainability, and the built environment in conjunction with the College of Design, Construction, and Planning:

- Construction Management 6583, Sustainable Housing: graduate course examining sustainability concepts, urban development, residential structures and systems, green building standards, and housing economics
- UF Quest 2935, Foundations, Principles and Applications of Sustainable Development: undergraduate interdisciplinary course covering sustainability concepts, environmental ethics, resilience, energy, water resources, and the built environment
- Construction Finance 5905: graduate course introducing students to financial management principles and analysis

In addition, the Shimberg Center provides professional and academic experience by employing master's and PhD students from the College of Design, Construction, and Planning as research assistants. This year, graduate students from the Shimberg Center fielded a team for Hack-A-House 2024, a 24-hour hackathon for students sponsored by Ivory Innovations. The Shimberg team developed a proposal to encourage accessory dwelling units as an affordable housing strategy, including a case study for Orlando.

APPENDIX 1. COUNTY HOUSING SUPPLY, 2024

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Alachua	64,515	72%	7,202	23%	5,624	62%	1,608	5%	5,187	375	26,702
Baker	5,066	76%	0	0%	2,468	67%	55	0%	127	5	115
Bay	62,847	59%	19,675	9%	8,580	48%	2,028	17%	5,588	132	12,726
Bradford	5,985	73%	21	62%	2,684	63%	26	23%	61	14	(X)
Brevard	207,160	72%	35,913	38%	11,289	54%	3,001	22%	8,010	288	29,215
Broward	390,140	77%	253,080	42%	4,143	45%	16,446	15%	48,790	1,646	127,708
Calhoun	2,616	70%	0	0%	1,173	67%	14	14%	40	1	(X)
Charlotte	84,778	65%	14,993	35%	5,072	42%	1,601	14%	3,705	88	3,097
Citrus	59,566	74%	1,622	37%	15,741	55%	567	10%	1,620	44	1,403
Clay	67,079	75%	2,398	37%	9,549	62%	290	7%	1,017	56	7,249
Collier	107,914	66%	101,380	32%	3,494	36%	1,949	16%	6,112	127	15,403
Columbia	13,773	71%	48	44%	7,851	65%	228	6%	(X)	39	(X)
DeSoto	6,094	66%	605	46%	2,712	47%	259	13%	770	33	1,011
Dixie	2,903	59%	159	9%	3,808	60%	5	20%	(X)	1	(X)
Duval	287,812	67%	27,534	39%	9,342	48%	5,141	14%	15,544	713	104,317
Escambia	104,902	66%	10,440	15%	4,871	44%	4,544	30%	10,755	210	18,868
Flagler	50,353	74%	4,437	38%	1,701	63%	1,518	13%	(X)	20	511
Franklin	6,838	39%	455	8%	1,321	52%	7	0%	(X)	1	(X)
Gadsden	11,397	66%	0	0%	3,732	57%	162	28%	359	18	310
Gilchrist	2,949	77%	0	0%	2,958	68%	26	38%	65	2	61
Glades	1,926	60%	258	29%	2,229	50%	146	42%	323	3	70
Gulf	7,184	44%	288	1%	1,691	48%	21	5%	63	5	239
Hamilton	2,018	64%	0	0%	1,528	71%	168	61%	334	9	(X)
Hardee	4,345	67%	0	0%	1,698	46%	197	30%	522	18	742
Hendry	7,956	66%	317	20%	4,543	54%	356	28%	897	17	419
Hernando	69,674	71%	633	48%	12,078	57%	492	8%	1,259	67	4,206

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Highlands	34,761	66%	1,345	38%	5,356	42%	824	11%	2,065	59	1,655
Hillsborough	383,354	74%	40,245	41%	13,617	54%	4,625	8%	12,829	893	136,466
Holmes	3,493	68%	0	0%	1,406	61%	15	27%	35	7	(X)
Indian River	58,386	73%	15,043	39%	1,093	44%	744	10%	2,038	55	3,741
Jackson	10,391	67%	0	0%	3,137	65%	56	11%	217	62	253
Jefferson	2,908	72%	0	0%	1,310	64%	51	27%	180	17	241
Lafayette	1,032	68%	0	0%	843	58%	8	13%	(X)	1	(X)
Lake	127,454	73%	3,626	49%	16,315	60%	1,344	8%	3,547	177	15,812
Lee	258,226	65%	84,717	35%	14,455	38%	10,777	20%	24,347	301	35,410
Leon	74,008	71%	5,023	17%	6,777	54%	2,322	7%	6,544	369	33,716
Levy	8,224	73%	238	13%	9,693	63%	67	9%	207	12	423
Liberty	1,398	65%	0	0%	821	47%	59	71%	122	5	(X)
Madison	3,255	60%	0	0%	1,775	66%	165	56%	392	10	395
Manatee	123,271	69%	35,484	40%	4,684	38%	4,436	18%	10,019	201	24,150
Marion	130,947	70%	2,504	38%	24,411	53%	3,675	38%	9,132	107	8,659
Martin	50,478	77%	15,003	45%	2,936	52%	1,078	14%	2,788	70	5,912
Miami-Dade	384,027	77%	384,248	37%	301	17%	31,580	26%	85,109	3,619	199,484
Monroe	29,642	43%	6,975	18%	4,685	25%	1,756	25%	4,536	46	3,098
Nassau	31,471	74%	4,092	23%	6,299	65%	366	27%	879	28	2,250
Okaloosa	70,612	61%	13,590	11%	3,353	46%	759	6%	(X)	182	(X)
Okeechobee	7,592	70%	235	23%	5,897	48%	347	31%	898	10	367
Orange	340,145	69%	51,890	26%	6,261	52%	4,029	11%	10,030	1,144	167,367
Osceola	129,938	59%	13,802	16%	5,440	54%	1,053	9%	2,709	938	26,903
Palm Beach	380,717	73%	186,031	41%	3,677	32%	10,216	17%	28,539	856	78,341
Pasco	190,800	72%	11,846	44%	29,495	51%	3,131	38%	(X)	239	19,301
Pinellas	253,007	76%	104,150	47%	17,032	46%	12,466	29%	32,333	876	71,859
Polk	219,870	65%	8,509	32%	31,735	50%	6,687	18%	17,304	301	28,317
Putnam	17,321	66%	197	29%	15,555	54%	151	15%	381	30	1,287

County	Single Family		Condominium		Mobile Home		Multifamily 2-9 Unit			Multifamily 10+ Unit	
	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Parcels	% Homesteaded	Dwelling Units	Parcels	Dwelling Units
Santa Rosa	65,728	74%	1,755	18%	6,521	49%	672	7%	1,731	63	3,164
Sarasota	160,657	68%	53,113	39%	11,570	39%	4,752	37%	11,038	194	18,235
Seminole	133,265	75%	15,077	35%	1,711	55%	1,148	12%	2,633	214	(X)
St. Johns	104,621	76%	14,583	37%	5,484	61%	1,624	44%	(X)	59	7,907
St. Lucie	121,797	75%	14,606	39%	4,549	51%	1,493	9%	3,403	87	6,651
Sumter	70,453	72%	514	62%	6,440	52%	119	9%	374	26	3,234
Suwannee	6,406	68%	0	0%	6,934	64%	62	5%	200	8	(X)
Taylor	5,525	58%	76	1%	3,236	54%	21	14%	65	11	344
Union	1,445	80%	18	11%	1,232	70%	1	0%	(X)	15	(X)
Volusia	188,238	71%	28,396	30%	7,387	57%	2,639	15%	7,284	311	26,838
Wakulla	9,594	74%	336	36%	3,424	61%	31	3%	(X)	4	174
Walton	38,243	43%	10,817	6%	5,466	43%	643	42%	1,544	39	1,599
Washington	5,219	67%	0	0%	2,690	56%	21	0%	(X)	0	0
Florida Total	**5,875,709**	**71%**	**1,609,542**	**37%**	**436,883**	**52%**	**156,868**	**21%**	**408,210**	**15,578**	**1,288,421**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes all parcels by housing type regardless of year built. Homesteaded parcels are the owner's primary residence. Multifamily dwelling unit totals may be undercounts due to missing or incomplete data for a small number of counties. County-level dwelling unit counts are suppressed (marked with 'X') in counties where total dwelling units are less than 2 times the number of parcels for the multifamily 2-9 unit category and less than 10 times the number of parcels for the multifamily 10+ unit category

APPENDIX 2. HOUSING PRODUCTION BY COUNTY AND HOUSING TYPE, 2023

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Alachua	964	16	44	3	9
Baker	101	0	23	0	1
Bay	2,683	46	165	27	3
Bradford	67	0	40	0	0
Brevard	5,086	122	66	7	7
Broward	1,484	152	24	19	23
Calhoun	17	0	14	0	0
Charlotte	4,358	565	73	128	5
Citrus	1,465	3	148	20	0
Clay	1,747	0	93	0	2
Collier	3,618	776	24	6	6
Columbia	169	0	74	0	0
DeSoto	95	0	28	1	2
Dixie	15	0	36	0	0
Duval	4,736	9	73	39	18
Escambia	1,825	60	40	10	6
Flagler	2,633	0	23	143	2
Franklin	173	17	22	0	0
Gadsden	135	0	33	0	0
Gilchrist	102	0	38	0	0
Glades	112	0	23	0	0
Gulf	334	49	44	0	0
Hamilton	18	0	19	0	0
Hardee	47	0	17	2	1
Hendry	560	36	55	1	0
Hernando	1,504	1	104	8	1
Highlands	588	0	20	10	0
Hillsborough	6,150	122	52	13	15
Holmes	25	0	24	0	0
Indian River	993	107	7	3	4
Jackson	96	0	25	0	2
Jefferson	49	0	26	0	0
Lafayette	5	0	16	0	0
Lake	7,783	27	96	7	1
Lee	10,702	625	224	367	13
Leon	613	66	24	6	5
Levy	187	0	167	0	0
Liberty	14	0	14	0	0
Madison	35	0	22	1	0

County	Single Family	Condominium	Mobile Home	Multifamily 2-9 Unit	Multifamily 10+ Unit
Manatee	6,511	40	17	7	25
Marion	6,245	2	213	44	6
Martin	568	30	11	4	5
Miami-Dade	1,464	2,437	1	115	47
Monroe	342	51	7	3	1
Nassau	1,655	8	63	1	0
Okaloosa	1,243	38	76	7	6
Okeechobee	123	0	56	4	0
Orange	4,893	0	33	15	40
Osceola	6,279	172	29	8	13
Palm Beach	3,769	357	22	15	11
Pasco	8,071	0	173	4	13
Pinellas	957	396	41	80	7
Polk	9,380	6	137	28	12
Putnam	164	0	159	0	0
Santa Rosa	1,622	0	117	8	3
Sarasota	5,362	325	114	12	4
Seminole	1,142	12	11	0	6
St. Johns	5,565	21	64	7	7
St. Lucie	4,441	35	13	1	9
Sumter	948	0	32	0	4
Suwannee	102	0	126	0	0
Taylor	42	0	34	0	0
Union	35	0	19	0	0
Volusia	4,165	6	47	12	7
Wakulla	346	56	33	0	0
Walton	1,867	0	160	3	2
Washington	128	0	43	0	0
Florida Total	**138,717**	**6,791**	**3,911**	**1,199**	**354**

Source: Florida Department of Revenue, Name-Address-Legal File. Includes parcels in the current parcel inventory with actual year built 2023. Multifamily 2-9 and 10+ counts refer to parcels, not individual dwelling units.

APPENDIX 3. SALES VOLUME AND PRICES (2024 $) BY COUNTY, 2023

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Alachua	3,165	$261,054	$347,728	$449,777	523	$147,036	$185,730	$228,035	149	$123,717	$177,476	$234,742
Baker	222	$266,213	$298,716	$401,074	0	-	-	-	43	$144,457	$199,144	$268,277
Bay	4,647	$292,938	$373,627	$513,338	1,412	$314,710	$438,530	$613,942	270	$118,661	$168,705	$223,805
Bradford	177	$180,571	$257,959	$335,346	4	$214,106	$229,532	$301,760	82	$89,357	$152,196	$227,932
Brevard	12,512	$305,423	$370,325	$490,121	1,973	$188,826	$278,492	$435,950	615	$127,844	$173,864	$211,526
Broward	17,252	$429,243	$562,350	$790,643	13,794	$174,896	$247,640	$361,142	205	$154,775	$206,367	$257,855
Calhoun	50	$134,138	$197,596	$250,736	0	-	-	-	11	$25,796	$122,788	$190,889
Charlotte	5,886	$319,869	$386,938	$509,726	1,428	$245,577	$313,678	$389,002	297	$92,865	$149,616	$216,685
Citrus	3,626	$232,163	$285,457	$381,779	109	$165,094	$191,921	$283,755	641	$98,024	$152,712	$208,431
Clay	4,031	$299,232	$361,142	$429,759	158	$156,839	$204,303	$247,640	406	$108,343	$185,730	$242,481
Collier	6,435	$546,976	$722,284	$1,196,928	5,184	$355,983	$495,281	$823,920	109	$206,367	$257,959	$319,766
Columbia	607	$190,889	$273,436	$366,301	4	$161,998	$175,412	$188,310	215	$118,661	$175,412	$237,322
DeSoto	270	$199,144	$278,595	$369,397	36	$213,332	$229,532	$296,652	100	$101,068	$152,608	$225,714
Dixie	112	$114,018	$174,380	$276,016	13	$214,622	$288,914	$386,938	118	$74,292	$120,725	$185,730
Duval	15,323	$237,322	$318,837	$423,052	1,648	$175,412	$227,004	$296,652	287	$87,706	$144,457	$216,685
Escambia	5,459	$227,004	$302,121	$386,938	431	$185,730	$417,893	$748,080	80	$67,069	$113,657	$159,934
Flagler	3,947	$326,060	$378,890	$478,874	313	$273,436	$425,116	$660,374	82	$170,253	$232,163	$267,245
Franklin	341	$308,519	$464,326	$851,264	37	$287,366	$309,550	$464,326	43	$67,069	$123,820	$154,775
Gadsden	312	$135,686	$242,481	$335,295	0	-	-	-	48	$67,069	$90,286	$141,361
Gilchrist	151	$232,163	$294,073	$376,620	0	-	-	-	131	$103,183	$180,571	$247,640
Glades	79	$230,615	$308,519	$374,969	11	$30,955	$63,974	$134,138	79	$113,502	$175,412	$222,876
Gulf	502	$366,198	$495,848	$644,897	13	$397,256	$567,509	$768,717	56	$70,681	$124,852	$196,049
Hamilton	46	$77,388	$163,546	$283,755	0	-	-	-	32	$77,542	$153,176	$220,297
Hardee	123	$155,807	$255,895	$319,869	0	-	-	-	40	$82,805	$123,820	$162,256

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Hendry	592	$263,273	$302,895	$361,091	34	$198,628	$234,742	$252,696	101	$134,138	$204,303	$268,277
Hernando	4,372	$273,436	$329,155	$383,585	45	$120,725	$177,476	$232,163	633	$139,298	$177,476	$221,844
Highlands	1,659	$196,049	$255,895	$331,219	110	$128,979	$158,851	$204,303	262	$76,356	$108,343	$144,457
Hillsborough	20,732	$335,346	$417,893	$562,350	2,484	$185,730	$249,704	$383,069	374	$160,347	$236,290	$303,359
Holmes	199	$113,502	$165,094	$224,940	0	-	-	-	45	$30,955	$72,228	$139,298
Indian River	3,336	$321,932	$402,312	$587,217	1,109	$195,945	$276,532	$541,713	36	$113,502	$157,871	$208,947
Jackson	315	$123,820	$180,468	$268,277	0	-	-	-	63	$82,547	$139,194	$185,730
Jefferson	129	$195,533	$301,812	$412,734	0	-	-	-	21	$82,547	$154,775	$211,526
Lafayette	27	$108,343	$190,889	$295,621	0	-	-	-	15	$77,388	$139,298	$204,303
Lake	5,283	$299,129	$371,460	$477,533	263	$144,457	$212,558	$288,398	700	$128,979	$185,730	$232,163
Lee	18,487	$341,527	$417,415	$603,623	4,258	$257,959	$345,665	$464,326	815	$103,183	$154,775	$219,265
Leon	3,137	$221,844	$314,710	$439,458	413	$102,152	$165,094	$224,940	174	$59,950	$95,703	$149,616
Levy	415	$201,208	$288,914	$371,460	23	$147,552	$255,379	$376,620	374	$91,833	$147,604	$206,264
Liberty	27	$85,126	$165,094	$294,073	0	-	-	-	17	$67,069	$123,820	$154,775
Madison	91	$118,661	$180,571	$306,455	0	-	-	-	46	$84,610	$142,806	$232,163
Manatee	11,011	$407,575	$505,496	$696,488	2,235	$229,583	$335,346	$500,440	237	$103,183	$159,934	$215,138
Marion	11,178	$252,696	$300,264	$376,516	237	$119,693	$134,138	$154,775	964	$82,547	$143,425	$200,176
Martin	2,617	$412,734	$572,668	$846,104	911	$206,367	$268,277	$397,256	139	$155,704	$206,367	$249,704
Miami-Dade	12,345	$495,281	$619,101	$846,104	19,117	$302,328	$438,530	$650,056	1	$247,640	$247,640	$247,640
Monroe	1,137	$758,398	$1,106,643	$1,981,122	345	$572,668	$822,063	$1,444,568	169	$355,983	$464,326	$742,921
Nassau	2,540	$369,190	$446,268	$619,359	237	$433,371	$644,897	$856,423	193	$163,030	$223,908	$273,436
Okaloosa	3,950	$299,232	$355,983	$464,326	833	$330,187	$536,554	$773,876	87	$91,421	$151,680	$205,335
Okeechobee	371	$206,367	$278,595	$361,142	22	$123,820	$134,138	$148,584	302	$109,271	$165,094	$232,163
Orange	16,702	$368,159	$470,878	$638,499	3,081	$165,094	$216,685	$278,595	264	$128,928	$180,571	$248,672
Osceola	11,078	$361,142	$425,116	$526,236	1,069	$224,940	$283,755	$392,097	238	$165,094	$230,615	$299,232
Palm Beach	14,925	$505,599	$681,011	$1,029,771	11,019	$183,667	$273,436	$423,052	116	$140,845	$167,931	$207,915
Pasco	15,623	$302,328	$380,747	$497,241	833	$137,234	$169,221	$216,685	1,371	$92,865	$143,425	$201,208

County	Single Family				Condominium				Mobile Home			
	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price	Number of Sales	25th Percentile Price	50th Percentile Price (Median)	75th Percentile Price
Pinellas	10,223	$350,824	$454,007	$644,897	6,329	$197,596	$273,436	$452,975	841	$118,661	$154,775	$195,945
Polk	17,650	$299,129	$343,395	$404,479	634	$134,138	$165,094	$235,258	1,493	$113,502	$157,871	$211,526
Putnam	672	$153,227	$232,163	$325,028	12	$302,328	$311,356	$341,021	542	$82,547	$144,457	$206,161
St. Johns	8,845	$402,312	$520,767	$706,807	933	$273,436	$366,301	$546,872	220	$187,278	$242,481	$294,073
St. Lucie	8,694	$357,531	$412,940	$496,828	909	$201,208	$312,130	$500,440	188	$162,772	$229,532	$282,207
Santa Rosa	3,988	$299,232	$366,301	$453,904	113	$319,869	$505,599	$773,876	176	$103,183	$156,839	$201,208
Sarasota	9,963	$394,780	$521,076	$742,818	3,204	$298,922	$397,256	$758,398	581	$114,534	$159,934	$211,526
Seminole	6,094	$350,824	$431,152	$552,032	893	$170,253	$201,208	$254,347	58	$123,820	$190,373	$257,959
Sumter	5,000	$321,932	$400,352	$514,885	30	$131,043	$215,395	$242,481	227	$98,024	$146,521	$188,826
Suwannee	209	$171,285	$251,768	$330,187	0	-	-	-	231	$108,343	$154,775	$225,972
Taylor	189	$118,661	$188,826	$309,550	12	$170,253	$208,431	$257,443	93	$113,502	$154,775	$197,080
Union	30	$188,619	$255,327	$322,448	0	-	-	-	23	$72,228	$146,624	$231,131
Volusia	10,692	$305,423	$367,333	$457,051	1,815	$179,539	$309,550	$495,281	315	$139,298	$190,889	$252,799
Wakulla	633	$222,567	$299,129	$392,097	25	$185,730	$206,264	$271,372	97	$61,910	$128,979	$171,285
Walton	3,031	$415,210	$711,863	$1,443,537	761	$459,166	$673,272	$1,083,426	165	$113,502	$187,794	$237,322
Washington	189	$148,894	$227,004	$283,755	0	-	-	-	51	$70,165	$139,298	$196,049
Florida Total	**333,655**	**$323,893**	**$415,107**	**$591,241**	**91,439**	**$211,526**	**$316,773**	**$505,599**	**17,197**	**$108,343**	**$165,094**	**$227,004**

Source: Florida Department of Revenue, Sales Data File. Based on property sales that took place in 2023, the most recent full year with data available. Arms-length sales only. Prices adjusted to 2024 dollars using the Consumer Price Index.

APPENDIX 4. SURPLUS/DEFICIT OF AFFORDABLE AND AVAILABLE RENTAL HOUSING UNITS BY INCOME (% AMI), MODIFIED METROPOLITAN STATISTICAL AREAS & HUD METRO FAIR MARKET RENT AREAS, 2023

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Cape Coral-Fort Myers, FL MSA	Lee	-10,362	-13,886	-18,311	-20,335	-17,333	-352
Crestview-Fort Walton Beach-Destin, FL HMFA	Okaloosa	-4,513	-4,421	-5,019	-5,559	-4,176	590
Deltona-Daytona Beach-Ormond Beach, FL HMFA	Volusia	-8,523	-10,609	-12,009	-13,251	-10,566	1,917
Fort Lauderdale, FL HMFA	Broward	-40,187	-50,266	-68,112	-82,200	-84,345	-37,884
Gainesville, FL HMFA (minus Gilchrist)	Alachua	-7,896	-7,791	-10,683	-5,440	-471	2,576
Homosassa Springs, FL MSA	Citrus	-1,975	-2,714	-3,578	-3,715	-2,425	-284
Jacksonville, FL HMFA/Baker County, FL HMFA (plus Putnam)	Baker, Clay, Duval, Nassau, Putnam, St. Johns	-33,555	-42,526	-48,760	-47,290	-22,307	8,210
Lakeland-Winter Haven, FL MSA	Polk	-10,600	-11,227	-14,412	-12,526	-11,681	-2,636
Miami-Miami Beach-Kendall, FL HMFA (plus Monroe)	Miami-Dade, Monroe	-58,509	-79,672	-100,810	-119,801	-143,805	-78,510
Naples-Immokalee-Marco Island, FL MSA	Collier	-5,489	-6,634	-8,554	-8,566	-7,432	-1,183
North Port-Sarasota-Bradenton, FL MSA	Manatee, Sarasota	-11,302	-14,560	-19,907	-20,916	-19,776	-2,801
Northeast Nonmetropolitan Area (plus Gilchrist and Levy)	Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, Union	-2,637	-3,212	-2,653	-2,483	-1,065	307
Northwest Nonmetropolitan Area (plus Gadsden, Jefferson, Wakulla, and Walton)	Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Jefferson, Liberty, Wakulla, Walton, Washington	-4,103	-3,595	-3,143	-2,949	-1,493	-678
Ocala, FL MSA	Marion	-5,773	-6,917	-5,826	-7,590	-6,929	-221
Orlando-Kissimmee-Sanford, FL MSA	Lake, Orange, Osceola, Seminole	-50,796	-70,248	-91,670	-97,707	-85,074	5,274
Palm Bay-Melbourne-Titusville, FL MSA	Brevard	-8,232	-11,716	-14,116	-13,643	-3,756	6,913
Palm Coast, FL HMFA	Flagler	-1,127	-1,619	-2,638	-3,038	-2,133	-761
Panama City-Lynn Haven, FL MSA	Bay	-3,344	-4,370	-4,445	-2,381	-1,574	2,428
Pensacola-Ferry Pass-Brent, FL MSA	Escambia, Santa Rosa	-5,947	-6,918	-7,556	-5,957	-1,928	1,914
Port St. Lucie, FL MSA	Martin, St. Lucie	-5,581	-9,172	-11,708	-12,491	-10,136	-3,440

Modified Metropolitan Statistical Area (MSA)/HUD Metro Fair Market Rent Area (HMFA)	Counties	Affordable/Available Units Minus Renter Households					
		0-30% AMI	0-40% AMI	0-50% AMI	0-60% AMI	0-80% AMI	0-120% AMI
Punta Gorda, FL MSA	Charlotte	-1,951	-3,192	-3,481	-3,340	-1,997	-239
Sebastian-Vero Beach, FL MSA	Indian River	-2,128	-2,846	-2,562	-2,523	-1,109	-66
South Nonmetropolitan Area (minus Monroe, plus Highlands)	DeSoto, Glades, Hardee, Hendry, Highlands	-3,002	-4,161	-4,935	-3,848	-1,582	-677
Tallahassee, FL HMFA (minus Gadsden and Jefferson)	Leon	-6,761	-9,591	-10,489	-6,065	-584	2,738
Tampa-St. Petersburg-Clearwater, FL MSA	Hernando, Hillsborough, Pasco, Pinellas	-56,633	-71,137	-89,352	-91,197	-70,247	4,873
The Villages, FL MSA	Sumter	-1,497	-1,076	-1,920	-2,660	-1,056	537
West Palm Beach-Boca Raton, FL HMFA	Palm Beach	-25,598	-35,101	-43,487	-43,270	-37,699	-6,864
State of Florida Total		-378,021	-485,016	-610,136	-640,741	-552,679	-98,319

Source: Shimberg Center analysis of U.S. Census Bureau, 2023 American Community Survey. County groupings are based on HUD Metro Fair Market Rent Areas (HMFAs), modified to accommodate availability of county-level data in the American Community Survey Public Use Microdata Areas (PUMAs). See https://www.huduser.gov/portal/datasets/il/il24/area-definitions-FY24.pdf for HUD area definitions. In cases where cross-county PUMA boundaries do not allow separation, counties are shifted to another HMFA or non-metropolitan grouping, as noted in the first column. Jacksonville and Baker County HMFAs are combined for the same reason.

Values are the difference between renter households and affordable/available units at each income level. Negative value means that renter households outnumber affordable/available units. Student-headed, non-family households and substandard units are excluded.

RESOLUTION NO. 46-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, ELECTING NOT TO EXEMPT REAL PROPERTY FROM AD-VALOREM PROPERTY TAX LEVIES IMPOSED BY THE CITY OF NEW SMYRNA BEACH PURSUANT TO SECTION 196.1978(3)(o), FLORIDA STATUTES; MAKING STATUTORY REQUIRED FINDINGS; PROVIDING FOR SEVERABLITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Live Local Act, also known as SB 102 (2023), was signed by Governor Ron DeSantis on March 29, 2023, and aimed to increase affordable housing opportunities within Florida's communities; and

WHEREAS, during the 2024 Legislative Session, the Florida Legislature passed HB 7073 (2024), which was signed by Governor DeSantis on May 7, 2024, and which amended the Live Local Act to provide taxing authorities with the ability to opt out from providing the 80-120% Area Median Income (AMI) "missing middle" property tax exemption to developments within their jurisdiction as provided in Section 196.1978(3)(d), Florida Statutes; and

WHEREAS, Section 196.1978(3)(o)2, Florida Statutes (2024), as enacted by HB 7073 (2024), provides that "[a] taxing authority must make a finding in the ordinance or resolution that the most recently published Shimberg Center for Housing Studies Annual Report, prepared pursuant to s. 420.6075, identifies that a county that is part of the jurisdiction of the taxing authority is within a metropolitan statistical area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled 0-120 percent AMI;" and

WHEREAS, the City of New Smyrna Beach has reviewed the most recently published

Shimberg Annual Report, which is incorporated herein by this reference, and based upon the 2024 Shimberg Annual Report, the Commission hereby finds that there is surplus of affordable and available units located in Volusia County for those households that meet the income criteria for the 80 to 120 Tax Exemption; and

WHEREAS, eleven Cities and the County have opted out from providing the 80 - 120 property tax exemption to developments in 2024; and

WHEREAS, the 2025 Shimberg Annual Report is expected to be published in early December 2025, and if the report indicates a surplus of affordable and available units in Volusia County, then the City of New Smyrna Beach would continue to meet the income criteria for the 80–120 Tax Exemption; and

WHEREAS, the City hereby finds that City of New Smyrna Beach is a taxing authority that is eligible for the election in Section 196.1978(3)(o), Florida Statutes, which allows the City to opt out from the exemption of properties that would otherwise qualify for the 80 to 120 Tax Exemption; and

WHEREAS, it is in the best interest of the City of New Smyrna Beach to opt out of the property tax exemption; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. The above-stated recitals are incorporated herein, adopted and confirmed.

SECTION 2. Pursuant to Section 196.1978(3)(o)2., Florida Statutes, the City Commission of the City of New Smyrna Beach, the relevant taxing authority herein, hereby makes a finding that the most recently published Shimberg Center for Housing Studies Annual Report, identifies that the City is part of the County of Volusia, which is a metropolitan statistical

area or region where the number of affordable and available units in the metropolitan statistical area or region is greater than the number of renter households in the metropolitan statistical area or region for the category entitled 0-120 percent average median income.

SECTION 3. Pursuant to Section 196.1978(3)(o), Florida Statutes, City of New Smyrna Beach hereby elects not to exempt the properties located in Volusia County, Florida, that are eligible for tax exemption by way of housing persons or families whose annual household income is greater than 80% but no more than 120% median annual adjusted gross income, and hereby requests that the Volusia County Property Appraiser not grant any such exemptions.

SECTION 4. This Resolution, and the election made as a result, applies to the ad valorem property tax levies imposed by and within the City of New Smyrna Beach, Florida.

SECTION 5. This Resolution was advertised in compliance with Florida Statute Section 50.011(1), and has been adopted by a super-majority vote of the City Commission of the City of New Smyrna Beach.

SECTION 6. This Resolution shall become effective on January 1, 2026, and the election made as a result begins with the 2026 tax roll. This Resolution shall expire on January 1, 2028 ("expiration date"), unless renewed by the City prior to the expiration date pursuant to Section 196.1978, Florida Statutes, as amended.

SECTION 7. The City Manager or designee is directed to provide a copy of this Resolution to the Volusia County Property Appraiser prior to January 1, 2026.

SECTION 8. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 9. Pursuant to Section 196.1978(3)(o)4., Florida Statutes, this Resolution shall take effect on January 1, 2026, pursuit to findings of the 2025 Shimberg Annual Report and shall expire on January 1, 2028. In the event the 2025 Shimberg Annual Report indicates that the County of Volusia is no longer eligible to opt out of the exemption as provided by Florida Statutes, this resolution shall be void.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

DATE: December 3, 2025

THE CITY OF NEW SMYRNA BEACH - FINANCE

CONSIDER THE APPROVAL OF ENTERING INTO AGREEMENTS WITH THE VOLUSIA COUNTY PROPERTY APPRAISER AND VOLUSIA COUNTY TAX COLLECTOR FOR UTILIZATION OF THE UNIFORM METHOD OF LEVY AND COLLECTION OF A NON-AD VALOREM FIRE RESCUE SERVICES ASSESSMENT.

December 9, 2025

Background:

The city is conducting a fire assessment study to explore funding options for fire services, with results expected in spring 2026 and presented to the Commission for consideration in the Fiscal Year 2027 budget. To preserve the ability to use the uniform method of collection if a fire assessment is ultimately adopted, the Commission must enter into agreements with the Volusia County Property Appraiser and Volusia County Tax Collector by January 10, 2026. Execution of these agreements does not create or impose a fire assessment; it simply secures the City's option to use the uniform collection method in the future. This approach ensures efficient and reliable collection through the annual tax bill process.

Fiscal Analysis:

The fiscal impact will only occur if a non-ad valorem fire assessment is adopted. There is no obligation to pay administrative costs to the Volusia County Property Appraiser or Volusia County Tax Collector unless the assessment is implemented. If adopted, the Volusia County Property Appraiser will charge the city $0.77 per assessment unit annually and the Volusia County Tax Collector will charge the city $0.55 per assessment unit annually.

Strategic Plan Item:

No

Staff Report Created By: JoAnne Drury - Finance Director

Attachments:

INTERLOCAL AGREEMENT - Tax Collector - 2021 Template.pdf
VCPA_NAVA_Agreement.pdf

AGREEMENT WITH VOLUSIA COUNTY TAX COLLECTOR
FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION
OF NON-AD VALOREM ASSESSMENTS

This Agreement with Volusia County Tax Collector for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between City of New Smyrna Beach, ("Local Government") a Local Government as such term is defined in § 197.3632, Florida Statutes, and the **Volusia County Tax Collector.**

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the tax collector to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1)(b), Florida Administrative Code, further requires an agreement between the Local Government and the Tax Collector for the merger of the non-ad valorem assessment roll or rolls with the ad valorem roll to produce one collection roll; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into a separate agreement with the Tax Collector for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the Tax Collector's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment(s) identified in the Local Government's duly adopted resolution(s) attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the Tax Collector, the Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [*e.g.*, if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Tax Collector.

1. **Merger of Assessment Rolls.** Pursuant to § 197.3632(7), Florida Statutes, and Rule 12D-004(1)(b), Florida Administrative Code, the Tax Collector shall work with the Local Government to include the Local Government's non-ad valorem assessment roll in the combined notice for ad valorem taxes and non-ad valorem assessments as provided in § 197.3635, Florida Statutes. Separate notices of non-ad valorem assessments shall not be mailed unless otherwise warranted as a solution to the most exigent factual circumstances. In deciding whether a separate mailing is necessary, the Tax Collector shall consider all costs to the Local Government and taxpayers of such separate mailing and the adverse effects of delayed and multiple notices to taxpayers. If, for whatever reason, the Local Government's non-ad valorem assessment roll cannot be merged with the ad valorem tax roll in the combined notice for taxes and assessments, the Local Government shall bear all costs associated with the provision of separate notice. Such costs are not factored into the per unit assessment rate identified in Article IV of this Agreement, and, if the Tax Collector incurs any such costs on the Local Government's behalf, the Tax Collector shall separately invoice the Local Government for reimbursement thereof.

2. **Software / Data Storage.** The Tax Collector maintains software, which it will use to edit and store the non-ad valorem assessment roll received from the Local Government. The Tax Collector will maintain the Local Government's non-ad valorem

assessment roll and related programs in the same manner as other Volusia County tax data.

3. **Cooperation.** In addition to the foregoing, the Tax Collector will make reasonable efforts to assist and accommodate the Local Government's collection of non-ad valorem assessments, cooperate with the Local Government and the Volusia County Tax Collector to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Tax Collector's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto. The Local Government further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the Tax Collector the necessary administrative costs of collection incurred by the Tax Collector in the administration of the Assessment(s) pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **Assessment Rate.** By September 15th of each tax year, the Local Government shall, whether by and through its chair of its local governing board or other designee or agent, certify its non-ad valorem assessment roll on compatible electronic medium, to the Tax Collector. The Tax Collector shall not be liable for any delays or failure to implement the Uniform Method with regard to the Assessment(s) if the Local Government fails to timely submit its assessment roll or otherwise submits an incompatible or incomplete assessment roll.

4. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the Tax Collector who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Tax Collector an appropriate certificate of correction.

5. **Coordination.** The Local Government shall cooperate with the Tax Collector to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Tax Collector's charge to the Local Government for the units assessed pursuant to the Assessment for the _____ tax year and for each year thereafter shall be fifty-five cents (55¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Tax Collector's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Tax Collector's office of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Tax Collector on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Tax Collector, after review of its operations and other relevant data, determines the charge should be either increased or decreased, it shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjusted charge shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Tax Collector's office pursuant to this Agreement or otherwise violates § 197.3632(8)(c), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the Tax Collector's office objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government objects and a request for a meeting with the Tax Collector's chief financial officer to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Tax Collector's chief financial officer shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the Tax Collector. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the Tax Collector from the revenue collected from the Assessment, regardless of whether payment has actually been collected on each parcel subject to the assessment. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse, the Tax Collector may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Authority, pursuant to 768.28, Florida Statutes, nor the Volusia County Tax Collector waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not

contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence."

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:	WITH COPY TO:
_____	Local Government Attorney
_____	_____
_____	_____
_____	_____

IF TO TAX COLLECTOR: WITH COPY TO:
Volusia County Tax Collector
123 West Indiana Avenue
Room 103
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of Section 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with §

768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with Volusia County Tax Collector for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

_____

_____

_____

By: _____

Fred Cleveland

Chair/Mayor

ATTEST:

VOLUSIA COUNTY TAX COLLECTOR

_____

_____

By: _____

Will Roberts

Volusia County Tax Collector

AGREEMENT WITH THE VOLUSIA COUNTY PROPERTY APPRAISER FOR THE UTILIZATION OF THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between the City of New Smyrna Beach ("Authority"), a local government as such term is defined in § 197.3632, (or as defined in § 163.08(2)(a) for PACE Program implementation), Florida Statutes, and the **Volusia County Property Appraiser** ("Property Appraiser").

WHEREAS, the Authority wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and, if applicable, § 163.08 ("PACE Program"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Authority must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the Authority and the Property Appraiser governing data assembly and the exchange of information between the Authority and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Authority to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the Authority wants to enter into an agreement with the Property Appraiser for the preparation of the Authority's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHERAS, pursuant to § 197.3632(5)(a), Florida Statutes, the Authority further opts to designate the Property Appraiser as the Authority's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the Volusia County Tax Collector (Tax Collector); and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Authority's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** This Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment(s) identified in the Authority's duly adopted resolution(s) list attached.

2. **Term.** The term of this Agreement shall commence upon execution by both parties. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein or established by law. Pursuant to § 197.3632(6), Florida Statutes, the Authority may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the Property Appraiser, Tax Collector, and the Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [*e.g.*, if notice were sent December 1, 2021 (in tax year 2021), termination would be effective for the 2022 tax year; if notice were sent on January 5, 2022 (in tax year 2022), termination would be effective for the 2022 tax year; but, if notice were sent on January 11, 2022 (in tax year 2022), termination would not be effective until the 2023 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the Authority by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the Authority to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the Authority hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the Authority's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii) certifying and submitting, in the name of the Authority, the non-ad valorem assessment roll to the Tax Collector by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The

Property Appraiser agrees to serve as the Authority's designee for such limited purposes and shall provide such services on behalf of the Authority during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the Authority's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the Authority's timely submittal to the Property Appraiser of the Authority's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the Authority remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which it will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and its general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the Authority's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the Authority's creation of a non-ad valorem assessment roll, cooperate with the Authority and the Tax Collector to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Authority.

1. **Non-Ad Valorem Assessment.** The Authority warrants that the Assessment(s) to which this Agreement applies is valid, lawfully imposed, and duly levied by the Authority on the properties subject thereto. The Authority further agrees to post the non-ad valorem assessment(s) for each parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Authority shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the Property Appraiser in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The Authority shall cooperate with the Property Appraiser in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the Authority's

proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Limitation on Non-Ad Valorem Rate Increases.** The Authority shall not increase the non-ad valorem rates for stormwater, solid waste, and/or fire services by more than 50% of the previous year's rate without holding a new public hearing. Any proposed increase in the non-ad valorem rates for these services that exceeds this threshold must be subject to a new public hearing, at which the Authority will have the opportunity to present their respective positions and the public will have the opportunity to provide input. The Authority may use the TRIM notice to advertise the date, time, and location of the new public hearing.

5. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the Authority shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser, unless the assessment is to be collected for a period of more than one year or is to be amortized over a number of years, in which case, the Authority shall specify such and comply with the requirements of § 197.3632(6), Florida Statues, as may be amended or transferred. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the Authority's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the Authority (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

6. **Changes, Modifications, and Corrections.** The Authority shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

7. **Additional Information.** If the Authority determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the Authority's purposes; the Authority shall obtain further information from other sources.

8. **Coordination.** The Authority shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. Payment of Administrative Costs.

1. **Per Unit Charge.** The Property Appraiser's charge to the Authority for the units assessed pursuant to the Assessment for the 2021 tax year and for each year

thereafter unless otherwise adjusted shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the Authority of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Authority believes the charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the Authority may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Authority is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Authority's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the change within ten (10) days following such meeting or such other time as may be agreed upon by the Authority and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Authority agrees that the payment due pursuant to this Agreement may be withheld by the Tax Collector from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the Authority for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Authority agrees to indemnify, defend, and hold harmless the Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by the Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (I) any act or omission committed by the Authority in adopting, administering, levying, or enforcing the Assessment, (ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-

ad valorem assessment roll submitted to the Property Appraiser pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO AUTHORITY:

_____

_____

_____

_____

WITH COPY TO:

_____

_____

_____

_____

IF TO PROPERTY APPRAISER:
Larry Bartlett, JD, CFA
Volusia County Property Appraiser
123 West Indiana Avenue, Rm 102
DeLand, FL 32720

WITH COPY TO:
James Bailey
Information Technology Director
123 West Indiana Avenue, Rm 102
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of § 197.3632, Florida Statutes and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. If this Agreement is entered for the purpose of implementing the PACE program pursuant to § 163.08, Florida Statues, then this Agreement shall be construed together with the applicable provisions thereof, including any successor statues or rules implemented pursuant thereto, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted regulations pertaining to the Uniform Method, or if applicable, the PACE Program, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

_____Date____

_____Date____

_____

By: Fred Cleveland _____Date_____
Chairman/Mayor

ATTEST:

_____Date____

_____Date____

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

By: _____Date_____
Larry Bartlett
Property Appraiser
Volusia County, Florida

THE CITY OF NEW SMYRNA BEACH - CAPITAL IMPROVEMENTS PROJECT

CONSIDER THE APPROVAL OF FY 25/26 HOMELESS AND DISADVANTAGED GRANT FUND AWARDS TO FIVE (5) LOCAL NON-PROFIT ORGANIZATIONS AND/OR DISADVANTAGED PROGRAMS.

December 9, 2025

Background:

In FY 2016–2017, the City Commission approved a pilot initiative to support new or expanded services for homeless and disadvantaged individuals and families in New Smyrna Beach, Edgewater, and Oak Hill. The program allocates City funds to eligible 501(c)(3) and nonprofit organizations through a competitive grant application process, subject to Commission approval. This is a direct funding program—not a reimbursement grant. Approved applicants receive 50% of their award upfront to procure goods and services, with the remainder contingent on compliance with documentation requirements. Noncompliance may result in partial or full repayment of funds.

For FY 2025–2026, the City solicited applications from October 16 to November 19, offering grants of up to $10,000 per organization, not to exceed $50,000 in total funding. On December 2, 2025, an evaluation committee composed of City staff and community members convened to hear presentations from applicants. Following an objective review of proposals and presentations, the committee recommends awarding five (5) grants of $10,000 each to the following organizations:

Under the Stars Mission
New Smyrna Beach Housing Authority
Early Learning Coalition of Flagler and Volusia
First Presbyterian Church
The Oopsie Project

Staff recommends that the five organizations identified by the evaluation committee be awarded the Homeless and Disadvantaged Grant funds for FY 2026, not to exceed $10,000 per program and $50,000 in total.

Fiscal Analysis:

On October 1st, 2025, this grant program was included in the City Commission's approval of the FY 25-26 budget and will be charged to the General Fund under Other Grants and Aid: 001 51201 583.006.

Total Budgeted Amount: $50,000

Strategic Plan Item:
No

Staff Report Created By: Olivia Thomas - CIP & Grants Coordinator

Attachments:

City Manager Memo for Homeless Grants FY25-26.pdf
Housing Authority Community Resource Center Grant Presentation.pptx
Under the Stars Mission Homeless and Disadvantage Grant Presentation.pptx
Early Learning Coalition Presentation for NSB Grant_12.02.25 FINAL.pptx
FIRST PRESBYTERIAN CHURCH NSB GRANT BRIEFING FINAL.pptx
The Oopsie Project - NSB Homeless and Disadvantaged Grant.pptx

MEMORANDUM FOR THE RECORD

December 2, 2025

To: Mr. Kevin Cowper
City Manager

From: Ms. Olivia Thomas
Risk Manager

Subject: Recommendation of Award for Homeless and Disadvantaged Grant Program for Fiscal Year 2026

The Homeless and Disadvantaged Grant Program is a city funded program that provides a total of $50,000 in grant funds to local organizations that deliver essential services to individuals experiencing homelessness and socio-economic disadvantages within New Smyrna Beach and surrounding cities. The City received a total of 9 total applications for the FY 2026 application cycle.

The grant is awarded based on a scored evaluation process by an evaluation committee, which consisted of 5 individuals: Samantha Bergeron (CRA and Economic Development Director), Kimberly Jensen (New Smyrna Beach Police Department), Erica Galloway (Advent Health Imaging Department), Timothy Washington (Community Development Block Grant Advisory Board Member), and Olivia Thomas (Risk Manager).

The evaluation committee ranked each application based on its overall program plan, significance, coordination with other organizations, budget, background in providing services, and estimated outcomes for the upcoming year. A public meeting was held on December 2nd, 2025 in the City Commission Chambers for the evaluation process as well as presentations from all grant applicants.

Based on this process and careful consideration, the Committee recommends awarding grants to the below five organizations. Each organization will receive an award of $10,000. These funds are intended to enhance their ability to provide much needed services to our local community.

Recommended Organizations:

Applicant Name	Description of Services	Evaluation Committee Score
Under the Stars Mission	Hot Meals	95.6 / 100
New Smyrna Beach Housing Authority	Food For Seniors and HMIS Salary	94.8 / 100
Early Learning Coalition of Flagler and Volusia	School Readiness Program Match Funding / Childcare Assistance for Homeless and Disadvantaged Families	87.8 / 100
First Presbyterian Church	Bicycle Ministry, Hot Food, Street Outreach, Bus Passes, Medical Assistance, Short Motel Stays For Homeless After A Medical Discharge	86.2 / 100
The Oopsie Project	Hygiene Products for Homeless/Disadvantaged Female Students	84.8 / 100

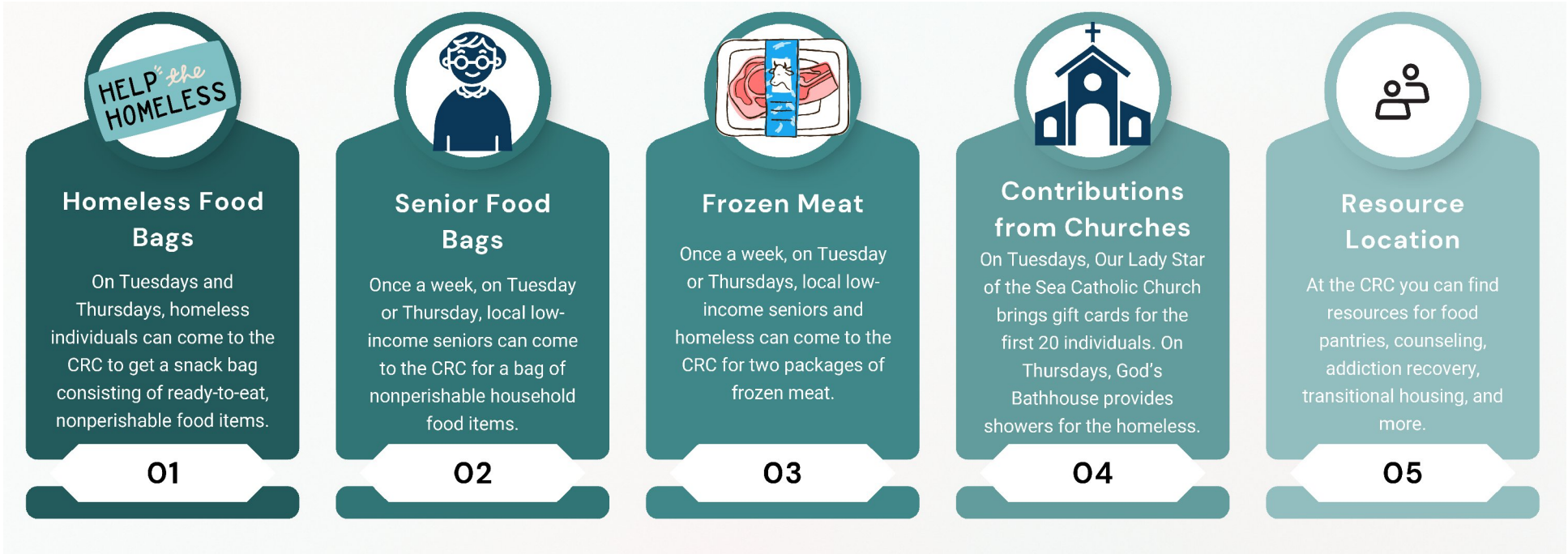
Respectfully Submitted,

Olivia Thomas

CIP & Grants Coordinator
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Community Resource Center

Services Offered at the CRC



Food Bags



Tuesday Snack Bags

These bags consist of four items:

- A Protein (Tuna, Chicken, Slim Jim, PB&J)
- A Dessert (Pudding, Fruit Cup, Rice Krispie)
- A Snack Item (Crackers, Chips, Granola Bar)
- A Soup or Noodles



Thursday MRE's

In order to ensure we can provide snack bags year-round, on Thursdays we pass out MRE's that are donated from the Health Department.



Frozen Meat

Every two weeks, we receive a donation of frozen beef and chicken from God's Table. We bag up one of each and hand out two packs of frozen meat to those in need.



Senior Bags

Our Senior Bags consist of pasta, pasta sauce, soup, mashed potatoes or rice, a can of veggies or a fruit cup, and a snack item.



Hygiene Bags



01

Bags Made Possible By Donors

We are unable to purchase hygiene items with our grant money, so the hygiene bags we supply are provided entirely by the generous members of our community.

02

Body Wipes

Body wipes are the hottest commodity the CRC has to offer. The homeless in our community absolutely love body wipes and always ask when I can get more.

03

Toothbrush and Toothpaste

We fly through these as well. It is hard for the homeless to keep their personal belongings for extended periods of time so they are often in need of new items.

04

Deodorant

No one likes when they stink, especially when they can smell themselves. Travel-sized deodorants are a necessity living in Florida's heat.

05

Soap and Shampoo

In addition to these items, razors and shave cream are also frequently asked for. Along with tide pods, icy hot, first aid kits and conditioner.

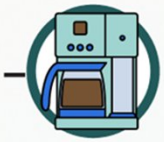
New Smyrna Beach HOUSING

Coffee









First, we were donated a machine.



Then, we received coffee and cups...



And cream and sugar.



With continued donations we will be able to continue serving coffee in the mornings to the homeless.

Making It Possible

Our Lady Star of the Sea Catholic Church

Every Tuesday we set up a space for the church to come and hand out gift cards to families in need. We accept the first 20 local individuals and begin taking names at 8am.

God's Bathhouse

God's Bathhouse connects to our hot water on Thursdays so that they may provide showers to the homeless. They also provide clean clothing, snacks, hygiene items

Police

We work closely with the NSBPD, building a positive relationship between police and homeless as well as providing transportation to shelters.



Our Staff

The staff at the NSBHA CRC is dedicated to building strong relationships with the community, finding out what is needed within it, and trying to locate resources and/or provide those needs.

Local Donors

The CRC would not be able to help nearly as many people without the support of our community.







New Smyrna Beach HOUSING


PIPA MINT
NO RINSE
Body
ipes
GARNIER
FRUCTIS
SLEEK
& SHINE
SMOOTHING SHAMPOO
VEGAN
KERATIN
+ ARGAN OIL
SYSTEM FOR UP TO
3 DAYS SLEEK
FOR FRIZZY, DRY HAIR
3 FL OZ (89ml)
Secret OUTLAST
SWEAT & ODOR
72 HR
INVISIBLE
SOLID
Balancing Minerals
COMPLETELY CLEAN


BANANA BOAT
SPORT
ultra
30
CLINICALLY
PROVEN
Neutrogena
Beach
Defense
70


Colgate
MaxFresh
PULL HERE


16
STICKS
PACK
LIQUID I.V.
HYDRATION MULTIPLIER
ELECTROLYTE DRINK MIX
STRAWBERRY
= FASTER
HYDRATION
THAN WATER ALONE
SCIENTIFICALLY FORMULATED
8 VITAMINS &
NUTRIENTS





New Smyrna Beach HOUSING

MOST WANTED

The CRC has been receiving so many generous donations from the community. We asked many of the homeless in our community what their needs are and some of the top responses were:

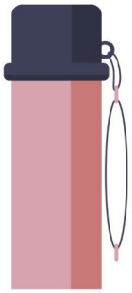




- RAZORS
- SHAVE CREAM
- INSULATED CUPS
- DEODORANT
- BODY WIPES
- TIDE PODS
- ICY HOT
- TOOTHPASTE
- MINI FIRST-AID KITS
- TOILET PAPER
- SOAP AND SHAMPOO







If you wish to donate, please contact Aidan at assistant@newsmyrnahousing.com or (386) 690-0245 or drop off donations on Tuesday or Thursday at 1106 S. Orange St. #9 in NSB







New Smyrna Beach HOUSING

God's Bathhouse sets up every Thursday at 10:45am so that the homeless can shower and get other resources such as clothing

God's Table Daytona Beach

Every two weeks, God's table brings the CRC four boxes of frozen beef and chicken that we distribute to those in need.

New Smyrna Beach HOUSING







Rising Costs

Type of Food Bag	2024 Total Cost	2025 Total Cost
Senior Bag	$4,400	$8,200
Homeless Bag	$5,940	$8,920
Meat Bag	$9,240	$11,910

Since last year, prices in food has gone up and so has the demand in our community.

Rising Need

Type of Food Bag	2024 Total	2025 Total
Senior Bag	220	410
Homeless Bag	594	892
Meat Bag	616	794

New Smyrna Beach HOUSING

Since last year, prices in food has gone up and so has the demand in our community.

Rising Need

Type of Assistance	Amount	Cost
Gift Cards	1865 ($10/ea.)	$18,650
SNAP Applications	117 ($20/hr.)	$2,340
Bus Passes	306	$1,224

in food has gone up and so has the demand in our community.

2025 Annual Services

$51,244.00

Total amount of services annually being distributed into the community exceeds $50,000









NSBHA also gets involved with many other Community events such as our Annual Back to School Backpack Bash, Toys for Tots as (both a drop-off location and a distribution center), and delivering Thanksgiving and Christmas food bags to families and seniors in need.

















New Smyrna Beach HOUSING















New Smyrna Beach HOUSING

Thank you!

New Smyrna Beach HOUSING

UNDER THE Stars HOT MEALS Program





UNDER THE Stars HOT MEALS Program

Background





As a 5013C in 2018, Under the Stars Missions to homeless in the community with shelter and food.

First grant recipient, pre-2018, going into homeless camps with law enforcement to assist in addressing community challenges.



UNDER THE Stars HOT MEALS Program

Program Goals and Significancy



As a vital member of the assistance network, to serve a hot meal (Tuesdays and Thursdays) to those in need.







Providing those requiring assistance with a hot meal and transportation in the form of bicycles to school/work.

UNDER THE Stars HOT MEALS Program

Coordination Efforts and Budget

- **Private sector**



Second Harvest FOOD BANK OF CENTRAL FLORIDA

Panera BREAD®

6th STREET SALES

- **Law Enforcement**
- **Churches**

Approximately $50,000 per year to provide 100 – 200 meals (on average) twice a week.



Thank You!



Under The Stars Missions - Hot Meals Program

1111 S. Orange Street
New Smyrna Beach, FL 32168
Donna – 386-847-9098

underthestarsmission@gmail.com

Early Learning Coalition
of Flagler & Volusia

School Readiness



What is School Readiness (SR)?

Florida School Readiness

ELC



School Readiness Eligibility Requirements

- 20+ hours/week of work or school
- Gross Annual Income ≤ 55% SMI
- Disability/retirement limiting ability to work
- Referral agency involvement
- Children with an IEP (ages 3-5) or IFSP (ages birth-3)



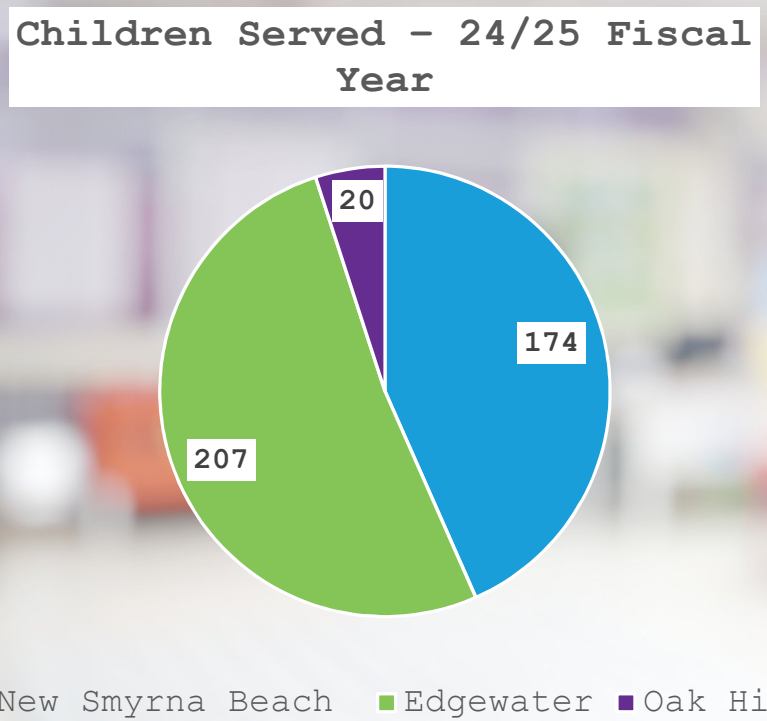


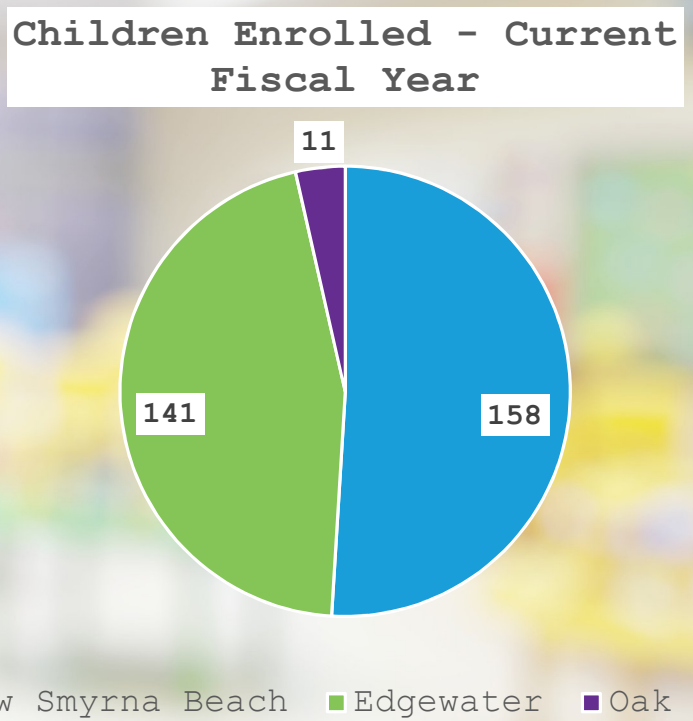
Benefits of School Readiness

- Prepares children for kindergarten
- Supports families with affordable early learning
- Helps parents stay in the workforce or education
- Offers guidance on child development and well-being
- Provides multiple child care provider options

ELC

School Readiness: Children Served & Currently Enrolled





Cost of Child Care

- Infant care averages $12,639/year in licensed centers
- For families at ≤70% SMI, child care can consume 24-40% of annual income
- School Readiness reduces this barrier by significantly subsidizing the cost of quality child care for eligible families





Grant Funding & MATCH Impact

- Grant funds will be matched by federal dollars to expand support for School Readiness families
- Eligible matches include:
  - **16:1** match for families at **≤55% SMI**
  - **1:1** match for families at **70–85% SMI** (newly eligible group)
- Match amounts range from $10K to $160K, increasing resources for enrolled families

ELC

City Of New Smyrna Beach Homeless and Disadvantaged Grant Application Briefing

First Presbyterian Church of New Smyrna Beach

2 December 2025

First Presbyterian Church

- Background
  - ✓Peanut Butter and Jelly (PB&J)
  - Five years old
  - Street-based
  - Grant grew from observed needs and conviction that we should do more
- Program Goals
  - Make a positive difference
  - Expand usual services
    - ✓Fresh fruit
    - Meals for cold night shelter
  - Offer new services
    - ✓Bus passes
    - Short motel stays post-hospital
    - ✓Medications and limited medical equipment and supplies
    - Needs identified by NSBPD COU

First Presbyterian Church

- Significance
  - Make a positive difference
  - Reach homeless who are underserved
  - Respond to needs as they are identified
  - “It’s not about the PB&J sandwich”
- Coordination
  - Alliance for Serving the Homeless
  - Human Services Ministry of Our Lady Star of the Sea Catholic Church

First Presbyterian Church

- Budget
  - Current program funded by church budget
  - Expansion funded by grant
    - Fresh fruit once per week - $1600
    - Meals for cold night shelter - $1800
  - New efforts funded by grant
    - Bus passes - $200
    - Short motel stay post-hospital - $2100
    - Prescriptions, medical supplies and equipment - $1800

- Estimated Outcomes
  - Positive impact on the lives of those with whom we interact
  - Foster independence and promote stability

First Presbyterian Church

Thank you

The oopsie project: how it began

- Grassroots Organization started in 2018
- Our President started hosting stuffing parties in her living room, later moved to Lunar Studio and now stuffing parties are in the NSB Gym
- 3 of our 5 board members live in NSB
  - President is a NSB resident since 2005, Vice President is a NSB native, Treasurer has been a NSB resident since 1984

The oopsie project: our mission

Our mission is to support the homeless and disadvantaged students in our schools by providing essential hygiene products to every public, private and charter school in Volusia County.

- Items provided include:
  - Menstrual products
  - Deodorants
  - Additional items donated by our community are dispersed to other local non-profits including Cudas Unhooked, Domestic Abuse Council, Hope Place and Pace Center for Girls

The oopsie project: community impact

- Significance
  - To date, we have supplied our schools with 70,000+ bags for our disadvantaged youth
  - 4,800 bags to New Smyrna Beach schools (4 elementary, 1 middle, 1 high school)
  - Delivered 14,000 deodorants to schools
- Coordination efforts
  - Stuffing parties held semi-annually prepare 10,000+ bags for distribution
  - Distributed a minimum of 1,200 bags annually to schools in New Smyrna Beach since 2022 official non-profit status (4,800+)
  - In 2024, our delivery drivers delivered 13,000+ bags to schools
- Community Partnerships
  - We partner with other local non-profits including Cudas Unhooked, Fun Coast Foundation, Junior League, The Beacon Center, SHRM, Jeep Beach, Council on Aging, New Queens of Country and Pace Center for Girls

Good for girls initiative: The Oopsie Project

Est. 2022
GOOD FOR GIRLS INITIATIVE
The Oopsie Project

The oopsie project: budget

- None of our Board Members or Volunteers take a salary or are paid for their time, gas, contributions
- 100% community funded by donations
- Each bag costs approximately $2.00
  - Grant award of $10,000 would allow for 5,000 bags to be filled and distributed
- Our annual budget is $30,000 used for
  - Hygiene supplies
  - 4 storage facilities
  - Materials, rentals and additional supplies for each stuffing party (held twice a year)

The oopsie project: estimated outcomes

- Grant award of $10,000 would
  - Allow for supplies to be purchased for 5,000 bags
    - Each bag contains: 2 wipes, 2 pads, 2 liners
  - Allow for deodorants to be purchased for the Always Changing Puberty Program for our 5th graders
  - Support our 2026 initiative of 15,000+ bags provided to our schools

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL TO AWARD A CONTRACT FOR RFP 18-25 TO KOMPAN, INC. CONSTRUCTION OF A PLAYGROUND AT THE SPORTS COMPLEX.

December 9, 2025

Background:

In August, the city advertised for proposals for qualified contractors to provide proposals for the equipment and installation of a playground at the city's Sports Complex. The project is funded be funded by Community Redevelopment Agency (CRA) and Recreation Impact Fees. Through the solicitation process, the evaluation committee is recommending Kompan as the contractor for this project. Kompan's proposal includes the restoration of the existing baseball landmark onsite, a signature 30 ft. baseball themed tower with slide and climbing nets, a custom baseball themed play tower with ADA accessible ramp, swing set including ADA, infant, basket, and standard swings, ADA overhead ladder with play panels, artificial turf for the play surface, shade structures, and seating.

The accessibility components of the play structure and design keep the spirit of the Miracle League playground that this playground will replace. Children of all ages and abilities will be able to enjoy this new and enhanced play space.

Fiscal Analysis:

CRA funding: $500,000.00
Recreation Impact Fees: $662,513.68
Total cost of the project: $1,162,513.68

CRA funding is in the FY 26 budget. Impact fees will be transfers to project once approved.

Justification for use of Impact Fees

The Sports Complex playground project is slated to cost approximately $1.1 million. The existing playground is small and features include swings, artificial surfacing, and benches. The budget to replace the existing playground was $500,000. During the RFP process, a more comprehensive approach was taken for the installation of the new playground that would incorporate more of the available space adjacent to the existing playground. This approach was taken to expand the footprint of the playground and allow the playground

to serve more children simultaneously. The proposed playground expansion area more than doubles the footprint of the playground. The vast majority of proposals received during the RFP process utilized the entirety of the space, however one proposal proposed to only utilize the new space and leave the existing playground in tact with no change. The cost of that proposal was $600,000. The site map is from the survey we had completed that identifies the existing playground's footprint and the project footprint of the expanded playground.

This project should qualify for use of recreation impact fee due to the city's continued population growth and growing need for enhanced and expanded recreation amenities. This playground will be able to help the city as the population of the city continues to grow by increasing the capacity of children that the play space can accommodate.

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Kompan City of NSB Contract SC Playground.pdf
Evaluation Tabulation.pdf
Kompan Proposal.pdf
RFP 18-25-LS Design Build Playground w Attachments.pdf
Sports Complex Playground Impact Fees Justification.pdf
SC Playground Site Map.png

Kompan, Inc.
Design Build Playground, Sports Complex

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Kompan, Inc., duly authorized to conduct business in the State of Florida and whose address is 605 W. Howard Lane., Suite 101, Austin, TX, 78753, hereinafter, called "CONTRACTOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 18-25-LS, Design Build Playground, Sports Complex, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between the City and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. CONTRACT TIME. The Contractor agrees to commence work and start the order process within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within 294 days of delivery of product thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

SECTION 3. DESCRIPTION OF SERVICES. The Contractor agrees to perform the services outlined in the advertised solicitation document titled RFP 18-25-LS, Design Build Playground, Sports Complex, and in the Contractor's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows: $1,161,513.68.

Spelled out: One million, one hundred sixty-one thousand, five hundred thirteen dollars and 68/100.

Payment will be made in accordance to the awarded proposal and the above agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid with addendums, photos and site survey

B. Awarded Proposal including fee

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:
Eric Lewis, Treasurer
Kompan, Inc.
605 W. Howard Lane, Suite 101
Austin, Texas 78753
(800)426-9788

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be ~~changed or~~ terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
Authorized Signature	*Authorized Signature*
Name and Title: John Cathey, CFO	Name and Title: Eric Lewis, Treasure
Address: 605 W. Howard Lane, #101 Austin, TX 78753	Address: 605 W Howard Lane, Suite 101 Austin Texas, 78753
Date 12/1/2025	*Date* 12/1/2025

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, Interim, City Clerk	Fred E. Cleveland, Mayor
210 Sam's Avenue New Smyrna Beach, Florida 32168	
Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney _____ Date

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 18-25-LS

DESIGN BUILD PLAYGROUND, SPORTS COMPLEX

RELEASE DATE: August 18, 2025
DEADLINE FOR QUESTIONS: September 3, 2025
RESPONSE DEADLINE: September 18, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 18-25-LS

Design Build Playground, Sports Complex

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Scope of Services .....
VI. Minimum Qualifications .....
VII. Construction Terms and Conditions .....
VIII. Criteria and Submittal Format.....
IX. Insurance Requirements .....
X. Required Responses.....

Attachments:
A - Public Records
B - Draft Contract
C - Playground Dimensions
D - Aerial View of Existing Playground
E - Photos of Existing Equipment
F - Site Survey
G - Required Documentation and City Forms

I. Public Notice

RFP 18-25-LS

Design Build Playground, Sports Complex

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified contractors to provide playground equipment and installation services as listed in the City's specifications. This is a turn-key project with the awarded contractor responsible for designing, fabricating, and installing playground equipment to replace the existing equipment at the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Monday, August 18, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Contractor", "Consultant" "Proposer," "Respondent" and/or "Vendor," are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified contractors to provide playground equipment and installation services as listed in the City's specifications. This is a turn-key project with the awarded contractor being responsible for designing, fabricating, and installing playground equipment to replace the existing equipment at

the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received. The successful proposer will hereinafter be referred to as the "Contractor".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFP Notice	August 18, 2025

Pre-Proposal Meeting (Non-Mandatory)	August 28, 2025, 9:00am New Smyrna Beach Sports Complex 1800 Turnbull Bay Road New Smyrna Beach, Florida 32168 Attendance is not mandatory, but highly recommended
Deadline for Written Questions	September 3, 2025, 5:00pm
Proposal Submission Deadline	September 18, 2025, 5:00pm
Opening of Submittals	September 19, 2025, 9:00am A link to join the virtual/Microsoft Teams Meeting is provided in Section IV.AA or call in (audio only): 786-636-1338 Phone Conference ID: 243 254 941#
Evaluation Meeting	October 2, 2025, 1:00pm Dial in by phone, (audio only): 786-636-1338 Phone Conference ID: 574 045 178#
Presentations (If Applicable)	October 10, 2025, 1:00pm
Recommendation of award to City Commission	November 11, 2025

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A General Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the

second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

CDBG: Community Development Block Grant

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer Tuan Huyng, or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. General Information

IV.A Ambiguity, Conflict, or Other Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.C City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

IV.D Award of Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such

terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.E Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.F Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IV.H Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section VIIII of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IV.I Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.J Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.K Due Date

Electronic proposals shall be received prior to 5:00 pm on Thursday, September 18, 2025, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

IV.L Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in Section V of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

The date and time of the evaluation meeting is provided in the Timeline of Section II.D of this document. It is important to note that this is public meeting, and the meeting will be recorded.

You may attend the meeting by using the following link: Join the meeting now

Meeting ID: 249 889 833 966 8, Passcode: bU92kn2v

or dial in by phone: 786-636-1338. Phone conference: 574 045 178#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected firm/contractor shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

IV.M E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United

States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IV.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.O Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 public agency.

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

IV.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IV.R Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided as attachment in Section VIIII of this document.

IV.S Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.T Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Wednesday, September 3, 2025. In order to ensure that questions asked are responded to correctly, include the section title for each question and enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.U Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

IV.V Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.W Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

IV.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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

12/1/2025

IV.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed request for proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.Z On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.AA Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Join the meeting now

Meeting ID: 241 600 219 308 5 , Passcode: ep926iZ9

or dial in by phone: 786-636-1338. Phone conference: 243 254 941#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

IV.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.CC Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III,

Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or proposer for cause.

IV.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this solicitation, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.GG Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.II Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.JJ Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

IV.KK Security Bond

Submitted proposals shall be accompanied by a Bond Security of no less than five (5%) percent of the amount of the submitted Proposal. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their response.

The Security Bond shall be submitted in the form of a Security Bond in the amount of five (5%) percent of the total proposal price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Security Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five (5%) percent of the total proposal price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Proposer shall enter into an agreement if awarded to the Proposer;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an Agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as security bond into an interest-bearing account, shall be retained by the City.

A copy of the security bond must be uploaded with the proposal response in the form of a security bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 180 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 5, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Security Bond: As soon as the proposals have been evaluated, the City may, at its sole discretion, return or release the security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer; after which any remaining Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from the City the return of the Security Bond or alternative form of security used. Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

IV.LL Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.MM State Registration Requirements

Proposers submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.NN Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such

compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party

shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IV.OO Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.PP Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V. Scope of Services

V.A General Description

This is a turn-key project with the awarded contractor being responsible for designing, fabricating, and installing new playground equipment to replace the existing equipment at the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

If funding is available, the contractor may also demolish and remove the existing equipment.

V.B Scope of Work

Design, fabricate and install a modern playground to accommodate children up to twelve (12) years old. The design and layout should incorporate the latest in playground design philosophy and technology addressing the physical and creative needs of children of multiple ages.

The playground equipment setbacks and fall zone criteria are to be constructed per latest U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook.

The playground shall be accessible to all children and meet all current ADA compatibility requirements at a minimum, with ADA inclusive features possible within the funding amount. The surrounding area shall include a rubberized pathway meeting fall zone criteria for ADA accessible to playground equipment taking into consideration the cross-slopes and running slopes.

Project shall represent the New Smyrna Beach Sports Complex with a new modern playground structure that fits in with its surroundings. Project resulting in a low maintenance and high durability is extremely important. Best practices include the following, but not limited to:

- Areas that allow for universally accessible capability
- Areas that include age-appropriate components
- Capture the history of the existing playground and surrounding area
- Playground structure to be placed within existing playground borders

V.C Desired Equipment

Desired equipment shall include, but not limited to:

- A signature play piece, the "coolest" thing.
- Swings to include at least one swing being ADA compatible.
- Open slides for main playground equipment with play events.
- Movement Inclusive equipment with Play Mat.
- Play components that incorporate sensory play.
- Play zones separating age groups.

Important Notes:

- Preference of pour in place rubber surfacing or artificial turf. Mulch is not desired.
- Shall include minimal enclosed features and shall not include enclosed slides.
- There will be no "water play" type equipment installed on this playground; therefore, please do not include water play equipment in your proposal. Including water play equipment in your proposal could result in your proposal being rejected.

If funding is available, the city may consider a sail shade or shade canopy, with a quick release, over the proposed equipment. Shall include, but not limited do:

- Specifications for recommended shade structure or canopy.
- Structure must be designed to withstand hurricane winds and be easily removed ahead of a major wind event.
- Fabricate sail shade components with as-builts.
- Stainless Steel Cable.
- Stainless Cable Clamps.
- Turnbuckles: Stainless with No-Spin Threads.
- Poles: (Inground), number to be determined during design phase.
- Type: Schedule 40 Steel hot dipped galvanized or equivalent.
- Custom Welded Eyes: One on each pole.
- Finish: Primer & paint (colors to match or compliment proposed equipment).
- Height to be determined by requested clearance above existing playground structure.
- Footers: based on number of poles and will need to meet wind load as approved during design phase.
- Structures must meet hurricane wind load requirements.
- Quick Release system for the shade sails.
- Install the sail shade structure, ensuring proper anchoring and tensioning.
- Install sail shade structure.

V.D Types of Materials for Equipment

The material for the equipment and other areas of the playground should be selected with three primary considerations: Safety, Durability and Maintenance.

Materials selected should be as low maintenance as possible and suited to a saltwater environment. City prefers all new equipment be HDPE. Natural stained or painted wood is ***not*** acceptable.

Proposed materials should be "grippable" by all ages of children and be coated so that they do not become too hot in the exposure to the weather. Consideration should be given to materials that have more longevity given location's close proximity to river and ocean salt air, for example:

- Powder Coated or PVC Coated aluminum or hot dipped galvanized steel.
- PVC or polyethylene sheets or pipes.
- Polyethylene ropes or other similar materials.

- GRFC molds for decks, climbing rocks, etc.

All bolts, nuts, washers, screws and other associated hardware used for playground assembly must be corrosion resistant stainless steel. All play decks shall have textured slip resistant surfaces.

V.E Tasks

Site Preparation:

- Obtain all necessary permits, including building permits and any other required approvals.

Design, planning, and fabrication:

- Develop a detailed design for new equipment.
- Design engineering package and specifications.
- Hold a review meeting with stakeholders to finalize design plans.
- Source and procure all materials
- Recommend specifications for playground border made from recycled plastic, and secured with galvanized stakes

Installation:

- Prepare the site for installation, including any necessary groundwork.
- Conduct a thorough inspection to ensure structural integrity and safety compliance.

Post-Installation Activities:

- Perform a final site inspection with relevant stakeholders.
- Provide a detailed report on the installation, including any maintenance guidelines.
- Address any punch list items or necessary adjustments.

Deliverables:

- Permits and approvals documentation.
- Finalized design drawings and specifications.
- Inspection and compliance report.
- Maintenance guidelines and final project report.
- Warranty guarantee for structure.
- Prep the area for installation of new equipment.
- Install silt fence around construction area.
- Existing fence sections may be removed to access during construction.

- Replace and return removed fence to original condition.
- Depending on funding, contractor may remove existing equipment, footers and replace with new.

V.F Additional Important Notes

- A completed site survey is provided as Attachment F in this document.
- Dimensions of the playground area is provided as Attachment C in this document.
- Photos of an aerial view and existing equipment are provided as Attachment D and E respectively.
- Any disturbed mulch will need to be replaced by the contractor.
- Construction site shall be returned to the condition it was in prior to construction starting. There must be removal and cleanup of all debris and construction materials upon completion of the project.
- The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.
- It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.
- In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

V.G Other items

- Building permit fees – reference current Fee Schedule at the City Building Department;
- Signed sealed documents as needed for Building Permit approval;
- Construction in compliance with U.S. Consumer Product Safety Commission as well as ASTM F2373, ADA guidelines and ASTM F1292 – Impact Attenuation;
- Site restoration including periphery area used for staging/storing of materials;
- Insurance per specifications as well as minimum ~~three (3) year~~ labor warranty; ~~fifteen (15) year limited warranty on metal decks, pipes, rungs, rails and loops; twenty (20) year limited warranty on recycled plastic lumber components; and five (5) year limited warranty on nylon-covered cable net climbers and components.~~

V.H Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this

document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) days of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

V.I Notes and Requirements

A. There must be removal and cleanup of all debris and construction materials after the equipment is installed.

B. Any deviation from the terms of this RFP must be noted on these bidding documents and explanatory specifications attached to the proposal.

C. The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.

D. It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.

E. Any disturbed areas shall be sodded.

F. Construction site shall be returned to the condition it was in prior to construction starting. Contractor is responsible for repairing all damages to site.

G. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

H. Any excess dirt as a result of construction and/or installation is to be removed from the site. Removed dirt shall be properly disposed of according to federal, state, and local laws that may apply.

I. All site preparation is the responsibility of the contractor.

J. Must be a licensed contractor in Volusia County.

K. This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other

provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

L. Prior to construction, awarded Contractor must call 811 to locate existing Utilites.

I.F Additional Considerations

The playground area has electrical service available to it from the pavilion and restroom facility nearby. Water fountain(s) are available outside the restroom facility as well.

VI. Minimum Qualifications

VI.A Minimum Qualifications

The successful Firm/Contractor must be provide proven qualifications:

- Be a successful and experienced playground design and construction firm.
- Experienced with similar projects for municipal governments.
- Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.
- Be currently certified, licensed and authorized to work in the State of Florida.
- Active registration on Sams.gov
- Active registration on Sunbiz.
- Qualified staff capable of performing the required services.
- Insured and meeting insurance requirements applicable to perform the services.

Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

The City of New Smyrna Beach reserves the right to require the proposer to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider

any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer.

VI.B Licenses and Certificates

Respondents are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

VII. Construction Terms and Conditions

VII.A Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

VII.B Conditions of Work

Each proposer shall have read and be thoroughly familiar with the specifications and other contract documents provided herein. Failure to do so shall not relieve the successful proposer of their obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the contract documents and to complete the work required to complete the project.

In case there is any item in the specifications or other contract documents which is not clear to the proposer or which may, in the Contractor's opinion, be impossible to comply with, the proposer is urged to immediately notify the city by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The proposer, by and through the submission of a submittal, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for becoming familiar to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VII.C Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

VII.D Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the

equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VII.E Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor

has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.G Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.H Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or

otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. No claim for damages or any claim other than for an extension of time shall be made or asserted against the city by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.I Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days

written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.J Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.K Safety and Health Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.L Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.M Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.N Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VII.O Supplemental Conditions for Federally Assisted Projects

The supplemental conditions provided in the contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

VIII. Criteria and Submittal Format

VIII.A Evaluation Criteria

An evaluation committee of city staff shall independently review and score each proposal. Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Qualifications and Experience	20
Project Approach and Management	20
Proposed Equipment and Configuration	15
Deliverable Timeline	15
Warranty	15
Fee Proposal	15
Total	**100**

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based **solely on the presentations**. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

VIII.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VIII.C Introduction and Executive Summary

At a minimum shall include:

An introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications as to why they shall be recommend the award of contract for this project.

Management summary shall be signed by a corporate officer or principal, or an authorized representative authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

- Cover page representing the company that is submitting a proposal.
- A brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline.

VIII.D Experience and Qualifications

At a minimum shall include:

A. Provide background of your firm including number of years in business, number of personnel, and other pertinent information.

B. Provide documentation related to the success and experience in playground sail shade structures including, design and installation

C. Number of years in business in the State of Florida.

D. Provide license to work in the State of Florida

E. Provide Sunbiz Registration

F. Provide active registration for Sams.gov

G. List of individuals who shall have the lead in administering the contract. List name, title or position, and specific duties.

H. State whether your firm is local, national, or international in size. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.

I. Provide examples of your performance of other similar contracts. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of your company's actions or inactions.

J. Prior failure (if any) to perform awarded contract.

K. Within the past five years, if your company has been cited by any local, state, or federal agencies for violations involving safety procedures, describe the details and outcome, including the agency's name and contact number.

Include:

Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

Eligibility: Federal, State and Local licensing requirements shall apply.

VIII.E Project Approach and Management

At a minimum shall include:

State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

A. Approach to be taken with working with the City of New Smyrna Beach.

B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

D. Examples of reports that would typically be made available to the City, if applicable.

E. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

F. Discuss why your firm is a fit for the City and why your firm should be selected.

VIII.F Proposed Design and Configuration

At a minimum include the following:

A. Specifications sheets, photographs/images and a diagram of all of the shade structure configuration that is being recommended for this project.

B. Overall value of the proposed shade structure, with emphasis on the variety and type of components.

C. Overall aesthetic value of the playground layout.

D. Durability and quality, including reputation and experience of the company manufacturing the equipment, experience of vendor and/or subcontractor (if used) in the construction of similar playground areas.

VIII.G Deliverable Timeline

Provide a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

All materials are to be delivered F.O.B.; City of New Smyrna Beach designated facility. Tentative delivery dates pertaining to this project must be clearly stated in the proposal.

VIII.H Warranty

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

VIII.I Fee Proposal

Submittals shall include a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

Any work performed by the Contractor without approval by the City is performed at the Contractor's own election. Compensation to the Contractor for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

VIII.J References

Provide a list of five (5) previous customers during the past five (5) years for all work of similar size and scope. List shall include services rendered in the State of Florida, particularly within municipalities for which proposer has performed (or is currently performing) work similar in nature as described herein. The services provided to these clients should have characteristics as similar as possible to those requested in this document. A Reference Form has been provided in the Attachment Section of this Document.

Information provided for each client shall include the following:

A. Client name, address, and current telephone number.

B. Description of services provided.

C. Time period of the project or contract.

D. Client's contact reference name, email and current telephone number.

Failure to provide complete, accurate, and current client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria.

Note: The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VIII.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VIII.L Acceptance of Conditions

Upload a statement indicating any exceptions to the general terms and conditions, insurance requirements or any other requirements listed in this solicitation document. If there are no exceptions, upload a statement stating there are no exceptions.

VIII.M City Required Forms

Upload as one (1) PDF document COMPLETED City required forms provided in the Attachment Section of this document. Forms include, notarized, non-notarized, and any Addendums that may be issued.

VIII.N Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization. Please do not include a copy of this solicitation document.

VIII.O Florida Division of Corporations/Sunbiz and Sams.Gov

- Provide evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.
- Provide evidence of active status on Sams.Gov.

IX. Insurance Requirements

IX.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:
   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

IX.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

X. Required Responses

X.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm

*Response required

X.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.D Professional License *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

X.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

X.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the city, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Thursday, September 18, 2025. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

X.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within **14 working days**after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

X.H Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 18-25-LS - Design Build Playground, Sports Complex

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

X.J Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary

*Response required

X.K Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications

*Response required

X.L Project Approach & Management*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

X.M Proposed Design and Configuration *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Proposed Design and Configuration

*Response required

X.N Deliverable Timeline *

Upload documents to include a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

*Response required

X.O Warranty

Upload documents pertinent to warranties or guarantees which may apply to the proposed playground equipment. ~~Information may not limit or exclude any implied warranties.~~

X.P Fee Proposal*

Upload a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

*Response required

X.Q References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

X.R Financial Stability *

Upload a statement certifying that your firm is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach.

Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five

Information shall be uploaded one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

X.S Sunbiz and Sams.Gov*

Upload evidence of an active status on Sunbiz and unique identifier information for Sams.Gov

*Response required

X.T City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF completed city forms. Packet is provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

X.U Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, **including cover page**, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 18-25-LS

Design Build Playground, Sports Complex

RESPONSE DEADLINE: September 29, 2025 at 5:00 pm

Report Generated: Friday, October 24, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Advanced Recreational Concepts	Bliss Products & Services, Inc.	Jammin Playgrounds, Inc	KOMPAN Inc	Ovation Construction Company, Inc.	PlayCore Wisconsin, Inc., DBA GameTime	Playmore West, Inc.	Playworx Playsets LLC	Rep Services, Inc.
Public Records	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Pass
Professional License	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bid Bond	Pass	Fail	Fail	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	Advanced Recreational Concepts	Bliss Products & Services, Inc.	Jammin Playgrounds, Inc	KOMPAN Inc	Ovation Construction Company, Inc.	PlayCore Wisconsin, Inc., DBA GameTime	Playmore West, Inc.	Playworx Playsets LLC	Rep Services, Inc.
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest			Pass	Pass	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Introduction and Executive Summary	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Experience and Qualifications	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Approach & Management	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Proposed Design and Configuration	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Deliverable Timeline	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	Advanced Recreational Concepts	Bliss Products & Services, Inc.	Jammin Playgrounds, Inc	KOMPAN Inc	Ovation Construction Company, Inc.	PlayCore Wisconsin, Inc., DBA GameTime	Playmore West, Inc.	Playworx Playsets LLC	Rep Services, Inc.
Warranty	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Fee Proposal	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
References	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	
Sunbiz and Sams.Gov	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass				Pass	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass				Pass		Pass	Pass

Question Title	Top Line Recreation
Public Records	Pass
Company Name and Address	Pass
Employer Identification Number*	Pass
Professional License	Pass
Proposer's Certification	Pass
Bid Bond	Pass

Question Title	Top Line Recreation
Contract Execution, Payment Bond, and Performance Bond	Pass
Potential Conflict of Interest	Pass
Conflict of Interest Disclosure	Pass
Introduction and Executive Summary	Pass
Experience and Qualifications	Pass
Project Approach & Management	Pass
Proposed Design and Configuration	Pass
Deliverable Timeline	Pass
Warranty	Pass
Fee Proposal	Pass
References	Pass
Financial Stability	Pass
Sunbiz and Sams.Gov	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass
Complete Copy of Submittal	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications and Experience	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach and Management	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Proposed Equipment and Configuration	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Deliverable Timeline	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Warranty	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Proposal	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5	Total Score (Max Score 100)
KOMPAN Inc	97	95	83	93	95	**92.6**
Bliss Products & Services, Inc.	98	93	85	92	93	**92.2**
Playmore West, Inc.	84	93	87	91	92	**89.4**
Rep Services, Inc.	95	92	82	89	88	**89.2**
PlayCore Wisconsin, Inc., DBA GameTime	94	93	74	89	92	**88.4**
Advanced Recreational Concepts	82	94	77	90	87	**86**
Ovation Construction Company, Inc.	79	92	79	90	85	**85**
Top Line Recreation	80	90	60	88	80	**79.6**
Playworx Playsets LLC	83	88	54	91	71	**77.4**
Jammin Playgrounds, Inc	81	88	46	88	69	**74.4**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications and Experience Points Based 20 Points (20%)	Project Approach and Management Points Based 20 Points (20%)	Proposed Equipment and Configuration Points Based 15 Points (15%)	Deliverable Timeline Points Based 15 Points (15%)	Warranty Points Based 15 Points (15%)	Fee Proposal Points Based 15 Points (15%)	Total Score (Max Score 100)
KOMPAN Inc	19.2	19	14.6	13.2	14.6	12	**92.6**
Bliss Products & Services, Inc.	19.6	19.4	14	13.6	14.6	11	**92.2**
Playmore West, Inc.	18.6	18	12.8	13	14.2	12.8	**89.4**
Rep Services, Inc.	18.4	18.8	14	13	14.4	10.6	**89.2**
PlayCore Wisconsin, Inc., DBA GameTime	18.8	16.8	11	14	13.8	14	**88.4**
Advanced Recreational Concepts	18.8	15	12.2	12.8	14	13.2	**86**
Ovation Construction Company, Inc.	19.4	17	11.8	12.8	13.6	10.4	**85**
Top Line Recreation	16.8	14.8	9.4	12	14	12.6	**79.6**
Playworx Playsets LLC	16.4	13.6	8.4	12	14	13	**77.4**
Jammin Playgrounds, Inc	16.8	13.8	7.2	11.2	13.4	12	**74.4**

INDIVIDUAL PROPOSAL SCORES

Advanced Recreational Concepts

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 18

20 years experience Ringling Brothers, Barnum & Baily Circus

Evaluator 2: 20

20yrs/ schools/ parks & rec

Evaluator 3: 17

Firm has been building playground improvements over 20 years. Good list of projects done in Florida for local governments.

Evaluator 4: 20

20+ years

Evaluator 5: 19

ARC 5 steps from concept to play, relations, design, estimating, installing, play. 20 years working with private and public sector. Field of Dreams in Melbourne.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 10

Difficult to score, not much was provided, just the design and cover page

Evaluator 2: 20

very detailed site plans

Evaluator 3: 12

Project Approach & Management section is somewhat general. Lacks specifics and discussion on approaches and project management compared to other Proposals.

Evaluator 4: 19

.

Evaluator 5: 14

Provide design summary and bill of materials. User capacity 266, dimensions 97' x 128', max fall height 96.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)
Evaluator 1: 13
I wish there was shade over the swings and benches
Evaluator 2: 12
Offered Different elements for ages. No thyme
Evaluator 3: 14
Very good Concept Plan layouts with equipment details. Use topographic survey to layout equipment and ensure not in conflicts with existing utilities.
Evaluator 4: 10
Like the inclusivity, sensory playwall, fun climber, not as sport themed as would have liked.
Evaluator 5: 12
Play space for 5 to 12 area 9,123 sq ft. swings, spinner, climber, play space 2 to 5 area 3,606 sq ft. multiple towers, slide, boardwalk.

Deliverable Timeline | Points Based | 15 Points (15%)
Evaluator 1: 12
40 weeks
Evaluator 2: 13
Roughly 20 Weeks
Evaluator 3: 12
Provided simple written project schedule with timelines and major milestones. Estimate 40 weeks to complete project.
Evaluator 4: 14
10 months
Evaluator 5: 13

Playground approx. 12 weeks from order, engineering 4 weeks, shade 8 to 10 weeks, engineering 2 to 3 weeks, site work and playground install 3 to 4 weeks, shade 3 weeks, turf 1 to 2 weeks. Total 34 to 40 weeks.

Warranty | Points Based | 15 Points (15%)
Evaluator 1: 14
lifetime limited ss hardware, metal posts, alum posts, alum caps, clamps, 25 year cast alum spring rider castings, 15 year metal rails, slides, handles, loops, rungs and walls on Play-Tuff coated pref steel decks, steps and bridges all rotationally molded and HDPE sheet plastic components, 10 year shade canopy fabric, 5 year PlayCord and NetEffects cables & connectors, Playcraft System powder coating, 3 year springs, Net-effects rubber belting, moving swing pars, swing seats and recycled plastic compon. 1 year moving parts, and other products and parts FOCUS 10 year shade canopy, 3 year swing seats
Evaluator 2: 15
1yr - all moving, 3 yr limited, & 5 yr limited
Evaluator 3: 12
Provided one page Warranty for playground items from manufacture.
Evaluator 4: 15
standard
Evaluator 5: 14
Playcraft warranty, between 1 to 25 year warranty depending on part/piece

Fee Proposal | Points Based | 15 Points (15%)
Evaluator 1: 15
under $1 M
Evaluator 2: 14
$582,000 + $127,200 for shade Total $709,200
Evaluator 3: 10

Provided very detail cost Fee Proposal with line items breakdown and estimated quantities. Project estimate $581K. But has some exclusive items such as bonds & insurance and engineering drawings which should be included.

Evaluator 4: 12

$708,270,40

Evaluator 5: 15

Total price of $581,125.40

Bliss Products & Services, Inc.

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 20

40 years experience, co has contractors license, uses their own installers, Winter Springs, lake Lisa, Fleishman Park in Naples, Winter Springs Perk Up Parks

Evaluator 2: 20

40 yrs

Evaluator 3: 18

Very good Qualification and Experience write-up in Proposal. President has over 30 years of experience and GC licensed in Florida. Firm has been designing playground projects for over 40 years. Over $50M in revenue in 2024 and 22 employees. Main office in Georgia. Projects completed include Florida and local governments.

Evaluator 4: 20

40 years

Evaluator 5: 20

Bliss in business since 1984. Increasing sales since 2018. Staff overview. Pasco County, city of Naples, and City of Winter Springs RFP examples.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 20

Sand & Surf Sports Zone advetnure straight from the shoreline. Help to navigate and overcome any challenges Onsite meetings, great care and attention to detail to install correctly to minimize delays. Project Management four factors, ID& manage customer expectations, clear communication, coordination, scheudling accurate and attainable. Accountability

Evaluator 2: 20

very deailed project managemnt

Evaluator 3: 18

Excellent project approach and management write-up. Detail step-by-step project approach and management the project from begin to end in Proposal.

Evaluator 4: 20

good overall management

Evaluator 5: 19

Outlined project approach. 21 ft high lifeguard tower coolest thing. Great white shark. Wave ramps, inclusive carousel, etc. creates the vision for the play space. Challenges and Solutions: on site meeting/design phase, duration of installation, meeting playground standards. Managing customer expectations, clear communication, coordinating and scheduling milestones, and accountability.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 15

Sand and Surf Sports Zone with a life guard tower, sharks, surf, shade over the swings and seating, great use of all inclusive play components. areas for 2 - 5 and 5 - 12, great use of the whole space

Evaluator 2: 12

Beach Thymed, signature piece missing

Evaluator 3: 13

Very good & detail playground layout with color coded different playground areas. Nice equipment site layout art rendering and excellent equipment photos.

Evaluator 4: 15

great play on the beach themed, like the 2-5, 5-12 areas, majority of eqip has its own shade

Evaluator 5: 15

5-12 play area and 2-5 play area. Renderings of proposed play space, specs on equipment, and outline of materials.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 15

14 weeks + engineering and permitting

Evaluator 2: 14

14 Weeks

Evaluator 3: 11

Provided a nice graphical project schedule. Total time to complete 14, which is aggressive schedule compared to other proposals. Did not include permitting and engineering drawings time. Other Proposals did include these steps.

Evaluator 4: 14

17 weeks

Evaluator 5: 14

General 10 week manufacturer lead time, 14 week total schedule. 24 total weeks estimate. Does this include engineering/permitting?

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 15

Limited Lifetime Supermax, Duramax, TotMax, Boulderscapes, Skyline, Horizons, hardware, 20 year recycle plastic lumber, 15 year molded products, metal decks, pipes, rings rails and loops, 10 year PT wood, shade products, site furnishings, fiberglass signs, 5 year swing seats, nylon covered cable, HDPE panels, 3 year C springs for spring bouncers, 1 year all other, nylon rope products, powder coated products FOCUS: 10 year shade products, 5 years swing seats

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 14

Provided one-page Warranty for playground equipment from manufacture. Warranty page is clear and easy to understand what equipment is covered.

Evaluator 4: 15

standard

Evaluator 5: 14

Play & Park Structures Warranty ranges from 1 year to lifetime depending on part/piece

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 13

over $1.2 Million

Evaluator 2: 12

$1,252,220

Evaluator 3: 11

Provided very detailed Fee Proposal with line item cost breakdown. Project estimates $1.25M. Cost higher than other Fee Proposals.

Evaluator 4: 8

$1,252,219.63

Evaluator 5: 11

$1,252,219.63 total price

Jammin Playgrounds, Inc

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 19

30 years experience, Orange County, St. Cloud

Evaluator 2: 20

30 yrs schools, cities

Evaluator 3: 8

Provided a general qualification write-up. Did not provide individual staff resumes and their qualifications & experiences.

Evaluator 4: 20

started 2017

Evaluator 5: 17

Opened in 2017. Work with HOAs, Recreation companies, schools, cities and counties. Certified CPSI and GC.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 15

Difficult to evaluate, vendor provided one paragraph explaining what comes next after arrival on site.

Evaluator 2: 15

short paragrah

Evaluator 3: 8

Project Approach and Management Plan not as detail compared to other proposals.

Evaluator 4: 19

basic approach

Evaluator 5: 12

Meet with site contact, remove existing, lay out equipment and dig footers. Schedule footer inspection, once passed build equipment and install surfacing. Complete walkthrough and schedule final inspection. Lack details.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 7

two age groups, with unshaded swings, not a lot of shade, baseball in the middle, a lot of open space int the middle

Evaluator 2: 12

Baseball Thymed, not a signature piece

Evaluator 3: 4

Concept site layout lacks detail and specifics compared to other Proposals.

Evaluator 4: 8

very basic structure

Evaluator 5: 5

Two play structures, baseball, swings, artificial turf

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 12

36 weeks

Evaluator 2: 12

32 weeks

Evaluator 3: 8

Provided simple written Project Schedule. Not as much details compared to other Proposals. Estimate time to complete project 36 weeks.

Evaluator 4: 14

9 months

Evaluator 5: 10

Approx. 6 months total for equipment ordering and manufacturing. Permitting 2 months. Install 1 month. 9 months total.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 13

Limited lifetime Playtopie recycled posts, post caps and ss hardware, 15 year recycled deck platforms, stairs, ramps, bridges, 10 year poly panes, sides, steel climbers and overheads, 2 year structural moving parts, swing seats and all other FOCUS 2 years for swing seats

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 12

Provided one-page Warranty for playground items from manufacture.

Evaluator 4: 14

did not like the due to defects

Evaluator 5: 13

Playtopia warranty. limited lifetime warranty on posts, caps, stainless steel hardware. 15 year limited warranty on decks, platforms, stairs, ramps, etc. 10 year limited warranty for complete playground structure on all polethylene and steel to deterioration. 2 year limited warranty for structural failure of moving parts, swing seats, etc.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

under $1 Million

Evaluator 2: 14

$655,000

Evaluator 3: 6

Provided simple Fee Proposal with some item cost breakdown. Project estimate $654K. Listed Osceola County Sales Tax of 7.5% for this project.

Evaluator 4: 13

$654,877.44

Evaluator 5: 12

Total cost of proposal $654,877.44

KOMPAN Inc

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 20

50 years of experience, Create WOW reaction that stimulates desire to STAY through play, physically and mentally help Children DEVLOP. 95% recycled materials. Shade America partnership. Baltimore City Recreation & Parks, Reedbird/Middle Branch Rec Center & Park, Maryland National Capital Park, Prince George's County Sandy Hill Park, Tucker Rd Sports Complex, Montgomery County parks, Texas Trees Foundation, St. Paul Parks & Rec, San Francisco Recreation and Park Dept.

Evaluator 2: 20

over 20 yrs, schools, cities

Evaluator 3: 16

Large national known company on playground design and building them. Company has 225 employees across 23 states including local staff in Florida. Headquartered in Austin, Texas.

Evaluator 4: 20

25+ years

Evaluator 5: 20

Since 1970 Danish company. WOW, STAY, DEVELOP are the three distinct factors in KOMPAN playgrounds. Playgrounds made from 95% recycled materials. Local KOMPAN reps. Work with Shade America for provide shade for project. Baltimore, Texas Trees Foundation, San Francisco Parks and Rec. three recent past performances.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 20

Turnkey partner. Ensure compliance, agency vision and needs, value engineering, supporting technical specifications, accurate estimates, Project Mgr will oversee deliverables, detailed project plan, scheduling regular meetings, strategy for mobilization, manufacture their own products with high quality materials and processes. KOMPAN factory certified installers, daily or weekly progress reports, provides inspections and regular maintenance, easy to use web tools, Design based on research,

Evaluator 2: 20

very deailed project managemnt

Evaluator 3: 15

Good write-up but little general on the project approach and management processes. Majority of similar projects completed by firm and staff are outside of Florida.

Evaluator 4: 20

good approach

Evaluator 5: 20

Development, design, plan, production, distribution, installation, customer care are the phases of approach. High quality materials Inclusive design. Play tied to child development, with cognitive, physical, social-emotional, and creative benefits.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 15

Giant baseball net tower to climb with 2 slides, smaller baseball theme play tower with ramp, soccer seesaw, sensory inclusive components, shade over the swing set and shaded seating area with a good strategic view of the play areas for parents.

Evaluator 2: 15

Baseball tower signature piece

Evaluator 3: 13

Excellent Site Layout Plan using City provided topographic survey. Very good exhibits of the equipment using the Baseball concept design.

Evaluator 4: 15

very unique, like the theme thru-out, like the inclusivity

Evaluator 5: 15

Refresh existing baseball with bench seating around it. WOW factor of baseball tower almost 30 ft high. Swings, custom baseball theme play tower w/ ramp, custom blue cocowave, custom football playhouse, giant net tower, soccer seesaw, option to add shade. Age range breakdowns, 2 to 12, 2 to 5, 5 to 12. Equipment specs.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

46 weeks

Evaluator 2: 12

40 weeks

Evaluator 3: 14

Good detail project schedule with description for the milestones and completion time. Estimate time to complete project 45 weeks.

Evaluator 4: 14

10 months

Evaluator 5: 12

Approximately 42 total weeks for project.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 14

Lifetime, hot dip galvanized parts, ss parts, HDPE parts, 15 years high pressure HPL Parts, alum parts, 10 years TexMade Posts, pre-galv posts, painted surface on gal or alum metal parts, electric galv metal parks, molded PP decks solid plastic and hollow, PC pars, WPC pars, Robinia, Siberian larch, pine and other wood types, ss slides, rope and net construction, 5 years resin coated plywood, springs & ball bearing, graphic print, concrete Galaxy Connection Balls, 2 years movable plastic & metal parts, rubber membranes, screens and electronic parts, sunshades & sale solutions FOCUS 2 years sun shades

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 14

Very good and easy to follow multi-pages product warranty lists for the equipment and products including how to order spare parts on installed equipments.

Evaluator 4: 15

standard

Evaluator 5: 15

Between 2 year and lifetime warranty depending on part/piece

Fee Proposal | Points Based | 15 Points (15%)
Evaluator 1: 14
Over $1.1 Million
Evaluator 2: 13
$996,165 +$200,000 extras, total $1,196,165
Evaluator 3: 11
Provided very detail fee cost breakdown with photos of each equipment and line item cost. Project estimate $996K with $174K discounted with additional items cost $203K. Total project cost almost $1.2M. Higher than other Fee Proposals.
Evaluator 4: 9
$1,111,165
Evaluator 5: 13
$996,165.46 total price w/out any add ons or shade. Approximately $1,145,833 with shade and engineering.

Ovation Construction Company, Inc.

Qualifications and Experience | Points Based | 20 Points (20%)
Evaluator 1: 18
17 years experience, orange county public schools, UCF, Winter Park, Orlando, Valencia college,
Evaluator 2: 20
Orange County, UCF, Winter Park
Evaluator 3: 20
Excellent list of similar projects with City of Winter Park, Orange County, and UCF on playground and shade structure improvements. One of few Proposal submitted that included detail of staff resumes experiences and a company organizational chart of the staff roles & duties on this project.

Evaluator 4: 20

Since 2008

Evaluator 5: 19

Ovation founded in 2008, outlines project team and company. 90% of company's workload is through continuing services contracts. Relevant experience City of Winter Park, Orange County Public Schools, and UCF. Key staff outline.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 15

difficult to evaluate because this section included project team, their past projects, certifications, org chart, but nothing about their approach to projects

Evaluator 2: 18

Project Team and experience

Evaluator 3: 15

Good one page Project Approach and Management Plan highlighting the important tasks and responsibilities to complete this project.

Evaluator 4: 20

good approach, plenty of staffing

Evaluator 5: 17

WeBuildFun and Miracle Sports theme playground concept.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 6

all ball game with a maze of climbers, tunnels, soccer steppers slide, shade, but no shade over the swings

Evaluator 2: 15

Baseball glove, bright colors, sports thyme no signature piece

Evaluator 3: 12

Good Concept Plan layouts & equipment details in Proposal.

Evaluator 4: 14

good overall design, like the sport incorporation

Evaluator 5: 12

Baseball glove climber and tunnel, no shade over the swings.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

33 weeks

Evaluator 2: 12

30 weeks

Evaluator 3: 10

Provided simple project schedule with timeline. Not as much details compared to other Proposals. Estimate about 34 weeks to complete.

Evaluator 4: 14

35 weeks

Evaluator 5: 14

Approximately 34 total weeks in project timeline.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 13

Limited alum deck posts, steel deck posts, cast alum parts ss hardware, 15 years rigid steel components, decks, steps, weldments, molded and sheet plastic, plastic lumber roof panels, ss slides, 10 year Colour Shade FR fabric shade steel frames and specific fabric colors, 8 year fiberglass signs, shade fabric against rot, UV deterioration except red (3), 5 years, Climbing rocks, site amenities, accessible swing seats latch and hinge, steel core cable nets and rope fittings & connections, concerto products, 3 year flexible belting

plastic border, accessories & electronic panel speakers, 1 year swing seats, pool slide support structures, al other products, FOCUS: 10 year Colour Shade FR Fabrics, 1 year swing seats

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 12

Provided one-page Warranty for playground items from manufacture.

Evaluator 4: 15

standard

Evaluator 5: 13

Miracle Recreation warranty. Between 6 months to as long as long product is owned warranties depending on the piece/part.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 13

Over $1.3 M

Evaluator 2: 12

$1,325,386 includes shades

Evaluator 3: 10

Provided basic one page fee breakdown. Not as detail as other Proposals. Project estimate $1.325M. Higher than other Fee Proposals.

Evaluator 4: 7

$1,325,386.63

Evaluator 5: 10

$1,325,386.63 total cost of project.

PlayCore Wisconsin, Inc., DBA GameTime

Qualifications and Experience | Points Based | 20 Points (20%)
Evaluator 1: 20
53 years experience GA & FL, Martin Cnty School District, Vollage of Key Biscayne, Orange Cnty Parks & Rec, Seminole Cnty Public Schools
Evaluator 2: 20
over 20 yrs, schools, cities
Evaluator 3: 14
Gametime (Prime) is located in Alabama with designers and engineering staff and will be the product manufacture. A local firm (DRP) in Londwood, FL resposible for pre-sales and project management support. Another firm (Copponex) will do the installation. There are mutiple firms and staff involved on this project. Not sure if this will impact coordination if there are issues.
Evaluator 4: 20
since 1929, both small and large jobs
Evaluator 5: 20
Gametime, Central FL offices in Longwood. Dominica Recreation is the exclusive regional rep. Gametime has been manufacturing commercial playgrounds since 1929. 430 design/manufacture employees.

Project Approach and Management | Points Based | 20 Points (20%)
Evaluator 1: 20
multi-tiered team focus working alongside clients to bring vision specifications and scope of each project to fruition. GameTime manufactures the system. Copponex Group certified GameTime installer for FL & GA for last 10 years
Evaluator 2: 18
start 8 weeks after award
Evaluator 3: 11
Simple one-page Project Approach and Management Plan provided. Not enough detail discussing the project approaches, issues, and overall project management as other Proposals.
Evaluator 4: 18

good approach, pour in place

Evaluator 5: 17

Territory Manager visits sites and takes photos and measurements to create vision and scope for bid. Project Manager designs and ensures all playgrounds are ADA compliant and have city's wishes in mind. Ensures proper equipment ordered and drawings complete and ready for permitting. Contract Admin helps with contract requirements Permit Coordinator works on permit applications. Being contract with city for require forms and helps coordinate from sales to install. Supervisor of Installation certified installer with licensed, certified, badged crews, have been doing so for 10+ years.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 13

tower in the center for climbing, good use of inclusive play, ramps, not enough shade over the playground equipment, swings . Missed a whole area to place components

Evaluator 2: 12

zipline, no thyme

Evaluator 3: 10

Provided concept site plan with lots of photos of the proposed equipment. Could use more description of the equipment being proposed on this project.

Evaluator 4: 8

nice design, but doesn't bring sports into it

Evaluator 5: 12

Renderings of play space. Tower with slides, swings, shades, etc. Limited shade. Colorful surfacing/pour-in-place.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 13

29 weeks. I did not see time frame considered for engineering or permitting

Evaluator 2: 14

18 weeks

Evaluator 3: 15

Very good detail project schedule with milestones and completion time. Estimate 14 - 17 weeks project duration. Schedule is aggressive compared to other Proposals.

Evaluator 4: 14

17 weeks

Evaluator 5: 14

14 to 17 weeks for project, engineering/permitting?

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 13

Lifetime hardware, 20 year timber décor, 15 year metal decks, pipes, rungs, rails, loops, braces, footbucks, modded products, VistaRope nylon bearings, 10 year, FTFit, THRIVE, Challenge Course posts & bars, furnishings, SunBlox , Fiberglass DHPL signs, VisaRope WeaveTech cables, 5 year nylon covered cables net climbers, GT Symphony Freenotes, Super seats, VistaRope cables, 3 year EveryBODY Plays coated foam & rubber strips, rubber seats, mats, 1 year Challenge course timing components, all other products FOCUS: Sun shade not mentioned or the swing seats

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 12

Provided one-page Warranty for playground equipment from manufacture.

Evaluator 4: 15

standard

Evaluator 5: 14

Gametime warranty ranges from 1 year to lifetime depending on part/piece

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

under $1 Million

Evaluator 2: 14

$649,630 includes shade

Evaluator 3: 12

Provided typical detail fee cost breakdown. Project estimates almost $650K.

Evaluator 4: 14

$649,738.04

Evaluator 5: 15

$649,738.04 for project

Playmore West, Inc.

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 17

25 years experience, licensed contractor, Fort Myers headquarters, Fort Myers, Hillborough county, Islamorada, design-build

Evaluator 2: 20

20yrs/ schools/ parks & rec

Evaluator 3: 17

Florida family-owned company located in Fort Myers Florida. Has been in business over 20 years specializing in Playground and parks recreational projects. Have done over 2,000 similar projects throughout Florida.

Evaluator 4: 20

since 2000

Evaluator 5: 19

20+ years of operations in FL. Related projects in Ft. Myers, Hillsborough County, and Islamorada.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 18

Project inception, design phase, pre-construction, construction & installation, close out and warranty. Consistent communication, seamless coordination, local oversight, phased installation, digital tracking transparent line-item system for estimating, bi-weekly progress updates, Gantt charts with milestone tracking, photos documenting installation, final close out with as-built drawings.

Evaluator 2: 16

didn't utlize the current playground

Evaluator 3: 18

Very good detail Project Approach and Management Plan highlighting the important tasks and responsibilities to complete this project. Project Manager lives in Port Orange within 10 miles from job location.

Evaluator 4: 20

good approach, project lead is local

Evaluator 5: 18

5 Phases of overall project management 1. Project inception 2. Design Phase 3. Pre-construction 4. Construction and install 5. Close-out and warranty Local oversight with project manager. Digital tracking and bi-weekly updates. Cost estimating and value engineering allow for best pricing for project. Over 2,000 recreation projects in FL.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 10

turf is like a baseball diamond, 2 age groups, and ball games themed concepts, work out center at the corner for adults

Evaluator 2: 15

baseball field disgin - climbing web

Evaluator 3: 14

Very good and detail concept site plan layouts with notes & specifications along with clear photos of the equipment on this project.

Evaluator 4: 12

Like the layout and baseball field theme

Evaluator 5: 13

Baseball field turf with baseball/sports theme equipment, shades, slides, turf climb, etc. Limited shade.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 11

34 weeks + engineering and permitting were not included

Evaluator 2: 14

16 weeks

Evaluator 3: 12

Provided simple schedule with clear tasks and milestones to complete project. Estimate 120 days to complete.

Evaluator 4: 14

4 months

Evaluator 5: 14

Total timeline approximately 33 weeks.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 13

5 year pro tech surfacing, limited steel deck support posts, ss hardware, clamps, deck hangers, post caps and cast alum parts, 25 spring Mates alum castings, 15 year perforated steel decks and stairs, rails, weldments, molded plastic, playwood lumber roof, ss slides, 10 year fiberglass signs, Fun Centers, First Play, polyfibercrete galvanized hardware, fabric shade steel frame and fabrics, except colors, 5 year steel reinforced cable net and PE & PVC coating, accessible swing seats latch and hinge, 3 year Steel coil & C springs, flat webbing nets, electronic panel speakers, sound chips, 1 year NOES electronic play products, swing chain clevises, molded drubber bumpers, hand holds, swing seats, high wear items, 6 mo. solar powered light FOCUS: 10 years fabric shade (except some colors), 1 year swing seats

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 14

Excellent Warranty section describing in detail for the product and equipment. Even listed maintenace schedule with warranty.

Evaluator 4: 15

standard

Evaluator 5: 14

Warranty varies between 6 months and lifetime

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

under $1 Million

Evaluator 2: 13

$823,092

Evaluator 3: 12

Provided one page fee breakdown with item cost breakdown. Project estimate $823K.

Evaluator 4: 10

$823,092.00

Evaluator 5: 14

$823,092.00 total cost of project.

Playworx Playsets LLC

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 17

25 years experience, Only Little Tikes rep agency, Athen-Clarke County, Fort Stewart, Crisp County, Tift County, Orange County, Cocoa Beach, The Villages, Hillsborough County, Gainesville, Crestview Housing Authority, Savannah-Chatham County, St. Petersburg.

Evaluator 2: 20

25 yrs Citys & Counties

Evaluator 3: 8

Simple half-page write-up on Qualification & Experiences. Did not provide any individual resumes or projects completed by the key firm members on this project.

Evaluator 4: 20

25+ years

Evaluator 5: 17

25 years of providing playground and related install services. Little Tikes reps for FL, GA, and SC. Lists customer list including Cocoa Beach, The Villages, Orange County, etc. Quick team overview.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 16

attention to detail and communication, project management Jimmy Gandy (has been with the company since 2013)

Evaluator 2: 15

short paragraph

Evaluator 3: 8

Simple half-page Project Approach and Management Plan provided. Limited detail provided on project approaches and project management as other Proposals.

Evaluator 4: 19

Interesting approach, keeping some current components

Evaluator 5: 10

Scope recognizes existing components in place. Maximize space in new area. Clear divide in new and existing play areas.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 11

ramp system with slides, setps and interactive, good use of shade, climb feature at one end. No swings

Evaluator 2: 10

nothing to the existing area, no climbing features so signature piece

Evaluator 3: 8

Provided concept site plan but the photos and drawings image quality not as good as the other Proposals.

Evaluator 4: 8

doesn't bring sport into it

Evaluator 5: 5

Encourage interaction of children of all abilities. Tall shade towers and extended ramp with slides. Keeps existing play space untouched. No theme.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 10

430 days or 61 weeks + engineering and permitting which was not included

Evaluator 2: 13

20 weeks

Evaluator 3: 10

Provided simple schedule with milestones completion. Estimate 140 days or 20 weeks to complete entire project.

Evaluator 4: 14

4.5 months

Evaluator 5: 13

Anticipated completion around April 2026 based off advertised schedule. Approximately 5 to 6 months.

Warranty | Points Based | 15 Points (15%)
Evaluator 1: 14
limited alum deck posts, steel deck posts,, 15 year sheet plastic components, decks, steps, weldments, 10 year fabric shade steel frames, shadesure, colourshade FR fabrics, 8 year fiberglass signate, accessible swing seats, concrete, synesthetic turf, 5 year clever climber, pvc & PE coasting, Shark and site amenities (benches, tables, trash) steel core cable nets and rope fittings, 3 year kit tiles sculptures, flexible belting, plastic border timbers 1 year learning lab sensory tables, Tot tree plastic, belt swing seats, bucket tot swing seats, all other products FOCUS: 10 years shadesure, colourshade FR fabrics, 1 year belt swing seats
Evaluator 2: 15
1yr - all moving, 3 yr limited, & 5 yr limited
Evaluator 3: 12
Provided one-page Warranty for playground equipment from manufacture.
Evaluator 4: 15
stadard
Evaluator 5: 14
1 year to lifetime warranty depending on piece of equipment/part.

Fee Proposal | Points Based | 15 Points (15%)
Evaluator 1: 15
under $1 Million
Evaluator 2: 15
$599,711
Evaluator 3: 8
Provided one page fee & cost breakdown. Not as detail as other Proposals. Project estimates almost $600K.
Evaluator 4: 15
$599,711.55

Evaluator 5: 12

$599,711.59 in total cost. No work done in/to existing play area.

Rep Services, Inc.

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 20

36 years experience, partnerships with Landscape Structures, DuMor, Poligon and IRONSMITH, headquarters in Longwood Fl, Playground supplier of Epcot's International flower and Garden Festival since 1999

Evaluator 2: 20

20yrs/ schools/ parks & rec

Evaluator 3: 12

Provide a general company information and what they do. Did not provide individual staff resumes or their background and similar projects they have completed like other Proposals.

Evaluator 4: 20

since 1989

Evaluator 5: 20

Rep Services founded in 1989. Offices in Longwood. Offer turnkey solutions, work with municipalities to minimize time and costs of projects.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 20

afety, communication, accountability. Phased approach PM sets communication lines and established scheduling expectations, engineeirng kick off, Phase 2 - PM submits submittal package, layouts, etc. permitting, tracks approvals. Phase 3 Procurement & & Scheduling. Phase 4 Site work & Installation, Phase 5 Completion & closeout

Evaluator 2: 20

very detailed site plans with timeline

Evaluator 3: 15

Good detail Project Approach and Management Plan highlighting the important phases and tasks to complete this project.

Evaluator 4: 20

well laid out approach

Evaluator 5: 19

RSI emphasis on safety, communication, and accountability. 5 Phases 1. Order Received and Project Review 2. Submittal and Permitting 3. Procurement and Scheduling 4. Site Work and Install 5. Completion and Closeout

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 15

I preferred Option 1 with the Tower in the middle, shade over the swings, 2 - 5 play and 5 - 12 play area with shaded seating in the middle for parents and inclusive play

Evaluator 2: 13

2 Design / prefer # 2 sports themed

Evaluator 3: 15

Excellent detail concept site plan layouts with notes & specifications along with clear photos of the equipment on this project.

Evaluator 4: 14

option 2 sport theme

Evaluator 5: 13

Two options 1. Tall tower with graphic wall w/ slide and shaded swings, etc. Play space for ages 2-5 and 5-12. 2. Tower with dual slides and baseball turf/feel. Play space for ages 2-5 and 5-12.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

47 weeks

Evaluator 2: 12

40 wks.

Evaluator 3: 13

Provided written project schedule with good detail of the tasks and milestones to complete project. Estimate about 10 months to complete.

Evaluator 4: 14

10 months

Evaluator 5: 12

Approximately 47 weeks for total project.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 14

100 year playbooster / playshaper posts, fastens, clamps, beams, caps, 15 year Evos and Weevos steel arches, plastic components, 10 year concrete, 8 year aeronet climbers and cables, 5 Year Rhapsoldy cables and mallets, 3 year all other parts, swing seats, hangers, swing chain and cables FOCUS: 3 year swing seats,

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 14

Very good multi-pages Warranty section describing in detail for the product and equipment.

Evaluator 4: 15

standard

Evaluator 5: 14

2025 Play equipment warranty, range from 3 to 100 year warranty depending on piece/equipment.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 12

Over $1.4 million

Evaluator 2: 12

#1 - $1,463,912 #2 - $1,383,353

Evaluator 3: 13

Provided very detail cost breakdown estimates with line items for product and installation costs. Project estimate $1.463M. Cost higher than other Proposals.

Evaluator 4: 6

$1,383,353.02

Evaluator 5: 10

Option 1 (tower w/graphic) - $1,463,912.09 Option 2 (Dual slides and baseball) - $1,383,353.02

Top Line Recreation

Qualifications and Experience | Points Based | 20 Points (20%)

Evaluator 1: 16

11 years experience, charlotte county schools, Duval, Orange, Volusia, charlotte county parks & rec, Brevard parks & rec, Indian river parks & rec, North Port, Jax, Miami, Fort Lauderdale

Evaluator 2: 20

35 yrs City's & Counties

Evaluator 3: 10

Simple one-page Qualification and Experience write-up in Proposal. Not as detail compared to other Proposals. Senior leadership (3 staff) have each over 30 years of experience. But did not list specific similar projects they completed in Proposal. Office located in City Deltona, FL.

Evaluator 4: 20

35 years

Evaluator 5: 18

Top Line Recreation - 11 years in business, experienced staff. Lists customers including Volusia County Schools, Brevard Co. Parks and Rec., Orange County Schools, etc. Located in Deltona, FL.

Project Approach and Management | Points Based | 20 Points (20%)

Evaluator 1: 15

Process, PO and deposit, engineering, permitting, manufacture, shipping, installation, invoices sent.

Evaluator 2: 15

short paragraph

Evaluator 3: 10

Simple one-page Project Approach and Management Plan provided. Not enough detail discussing the project approaches, issues, and overall project management as other Proposals.

Evaluator 4: 20

overall good approach

Evaluator 5: 14

Letter that outlines timeframe for project once PO issued. Including engineering, permitting, manufacturing, shipping, installation, etc.

Proposed Equipment and Configuration | Points Based | 15 Points (15%)

Evaluator 1: 6

climbers, slides, no ADA ramps, no shade over the swings, didn't feel like we were filling the space

Evaluator 2: 12

Colorful, not really a signature piece

Evaluator 3: 10

Acceptable Concept Site Plan and equipment photos. Did not use topographic survey from city to lay out equipment to ensure constructability with existing utilities.

Evaluator 4: 8

hoping for more themed

Evaluator 5: 11

4 groups of equipment: 5-12 structure, 2-5 structure, stemplay, and freestanding. Equipment included shown. Large play system with sports themed turf. No shade.

Deliverable Timeline | Points Based | 15 Points (15%)

Evaluator 1: 14

20 weeks, + does not include time for engineering and permitting

Evaluator 2: 14

18 weeks

Evaluator 3: 8

Project schedule is too general for this project. Did not provide estimate time permitting and engineering drawings design or total time to complete this project.

Evaluator 4: 14

13 weeks +engineering

Evaluator 5: 10

Letter with outline for timeframe once PO cut, manufacturer 8 to 10 weeks, install of equipment varies off different scenarios, install takes make of 2 weeks. Would have liked more details.

Warranty | Points Based | 15 Points (15%)

Evaluator 1: 14

1 year, 100 year post, clamps, hardware, 25 year spring assemblies and cast alum animals, 15 year platforms, decks, roofs, table tops, 10 year shadeplay canopies fabrics, cables, nature play boulders, signate, 5 year rope venture cables, moving parts, swings, play ensembel cables, 3 year electronic panels, sound chips FOCUS: 10 year shadeplay canopies fabrics,

Evaluator 2: 15

1yr - all moving, 3 yr limited, & 5 yr limited

Evaluator 3: 12

Provided one-page Warranty for playground equipment from manufacture.

Evaluator 4: 15

standard

Evaluator 5: 14

Burke Generations Warranty: 3 to 100 year warranty. Extensive listing of what is covered.

Fee Proposal | Points Based | 15 Points (15%)

Evaluator 1: 15

under $1 Million

Evaluator 2: 14

$741,043

Evaluator 3: 10

Provided simple one-page fee proposal with items breakdown. Project estimates $741K.

Evaluator 4: 11

$741,043.36

Evaluator 5: 13

$741,043.36 total cost



RFP 18-25-LS Design Build Playground, Sports Complex

City of New Smyrna Beach

KOMPAN®

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What's Inside

01 Introduction and Executive Summary

02 Experience and Qualifications

03 Project Approach and Management

04 Proposed Design and Configuration

05 Deliverable Timeline

06 Warranty

07 Fee Proposal

08 References

09 Corporate Statements

10 Bid Forms

Click section to direct you to appropriate page



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Introduction and Executive Summary

01

September 29, 2025

Dear City of New Smyrna Beach,

My KOMPAN design team and I have spent many hours envisioning the future of your playground at the New Smyrna Beach Sports Complex. This space has the potential to become a county-wide destination, offering exciting, inclusive play for children, teens, and parents of all abilities. To honor the spirit of the Miracle League and Freegolle Field, our design leans heavily into the energy of baseball and sports. As a nod to the past and a salute to the future, we plan to refurbish and retain the baseball sculpture currently at the entrance. Beyond that familiar landmark, the community will discover all-new ways to play and explore together, highlighted by a custom 28 foot Baseball Tower unlike any other play structure in Florida.

We are grateful for the City's consideration of KOMPAN as an ongoing partner in supporting healthier, happier communities. It has been a privilege to design this playground, and it would be an even greater privilege to build it. With decades of experience, creative design talent, and proven technical and project management expertise, KOMPAN is uniquely positioned to deliver on the goals set by the City.

Our Background
Founded in 1970, KOMPAN has delivered innovative play and fitness solutions for more than five decades. Drawing on research and extensive practical experience, we now serve over 90 countries through 21 international offices and employ more than 2,200 people worldwide. Our teams span research institutes, product innovation, design, manufacturing, sales and marketing, and installation and service, ensuring complete end-to-end support.

KOMPAN expanded to the United States in 1996 with the creation of KOMPAN, Inc., a C corporation headquartered in Austin, Texas and wholly owned subsidiary of KOMPAN A/S. Today, KOMPAN, Inc. employs more than 200 team members nationwide and covers approximately 70% of the country through its Austin headquarters, regional playground consultants, and project managers. Exclusive solution partners serve the remaining territories with the same dedication and expertise. Our U.S. branch includes specialized teams across design and visualization, sales operations, installation and service and other critical functions, ensuring the expertise needed for projects of every scale.

KOMPAN's route to market provides full turnkey service across the United States and Canada, with a proven track record in parks and recreation, education, multifamily housing, early childhood, hospitality, and community development. We remain committed to our partners, providing reliable support and the highest level of customer service.

Commitment to Equity and Research
KOMPAN is deeply committed to advancing play and child development research through the KOMPAN Play Institute (KPI), which includes full-time research staff dedicated to studying the

impact of play. In addition, KOMPAN invests in fitness research to further its mission of creating healthier, more sustainable communities. Key contributions include:

- 21 published research studies, available as free white papers,
- A strong focus on inclusive and equitable play research,
- Over 150 accredited education sessions provided annually at no cost,
- More than 20 national conference presentations each year,
- Active membership in leading research and child development networks worldwide.

By guiding our work and strengthening our commitment to equity, we can ensure that every child can enjoy meaningful play, regardless of their ability, background or circumstance.

Our Commitment to New Smyrna Beach
KOMPAN would be honored to join New Smyrna Beach in the same spirit as Advent Health, sharing the values of health, wellness, and community enrichment. By bringing high-quality play spaces to the Sports Complex, we aim to foster a sense of belonging and create a destination that reflects the city's unique identity. Our people, both local representatives and functional teams, are our greatest strength, driven to make a difference every day. With the resources, expertise, and shared vision to be stronger together, we believe this partnership can create lasting impact for New Smyrna Beach.

As your local representative, Stacy Moseley is committed to providing the support and services you may need. She can be reached at StaMos@Kompan.com or (904) 716-7605.

Eric Lewis 09/24/25

Eric Lewis, Treasurer Date

KOMPAN Inc. | kompan.us | +1 800 426 9788 | 605 W Howard Lane, Suite 101 Austin, TX 78753

Experience and Qualifications

02

Kompan History & Philosophy





History

Over 50 years ago, a Danish artist named Tom Lindhardt witnessed an event that changed the world of children's play. One of his large, brightly colored sculptures had been placed in a new housing estate to add color to the otherwise drab surroundings.

Realizing that children were more interested in playing on it than admiring it, Lindhardt decided to start his own play equipment company and founded KOMPAN.

Since 1970, KOMPAN has been designing, manufacturing and installing outdoor playgrounds and fitness sites all over the world – every day striving to deliver high quality playgrounds and fitness sites that fulfill the company's mission of creating happier and healthier communities around the globe.

Philosophy

Play grounded in knowledge

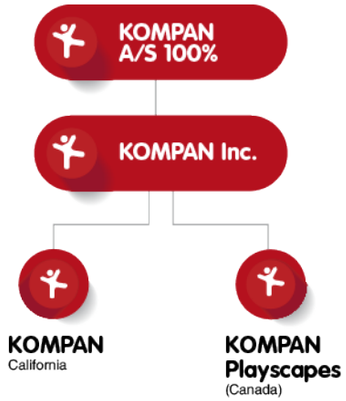
Our unique KOMPAN solutions attract more users, encourage them to stay longer, and make them come back again and again. Because all the products and solutions we develop, we develop together with our users, based on science and user tests. This way we make sure that KOMPAN play is always grounded in knowledge.

WOW, Stay, Develop

Our aim is threefold: to create a WOW reaction that stimulates a desire to STAY and, through play, physically and mentally, makes children DEVELOP. The three distinct factors are embedded into every KOMPAN solution and radiantly displayed in the happy faces of children playing on KOMPAN playgrounds.

Unique playgrounds

When is a playground not just a playground? When it is one of a kind. Our KOMPAN architects, landscape architects, and designers create built-from-scratch playgrounds and fitness sites that are tailored to be unique statements for communities and customers wishing to stand out and ready to make their mark.



Principal Officers

President:
Jethro Montzka

Vice President of Operations:
Eric Lewis

Vice President of Sales:
Jay Cooke

About Us



When it All Started:	KOMPAN date of incorporation was November 26, 1991, and made a landing in the US in 1996.
Headquarters:	KOMPAN World HQ is in Odense, Denmark Our US Entity, KOMPAN Inc., is headquartered in Austin, TX. 225 US employees across 23 states
Our Specialties:	Developed in the 1980s, the KOMPAN Play Institute is a unit of play specialists dedicated to developing, documenting, and researching play and playgrounds. In 2014, KOMPAN Fitness Institute was established. It is a network of sport and fitness experts and professionals who conduct research sharing knowledge and trends
Manufacturing:	Occurs in Brno, Czech Republic
Certifications & Licenses:	All products are manufactured to ISO 140001 requirements and, as a minimum, meet relevant ASTM safety standards. Certified Playground Safety Inspector (CPSI) KOMPAN boasts IPEMA certified products
Distinctive Traits:	Our playground components are made of 95% recycled materials through our Born Green and Made Green initiatives.
Services:	Turnkey provider of playground and outdoor fitness equipment, sitework, equipment installation, surfacing and other site amenities. KOMPAN Inc. has a network of 50 installation teams across the US.
Number of Years in Business in Florida:	Over 20 years
Contract Administration:	Once the Notice to Proceed is issued, the contract is reviewed and redlined by the team, if necessary, before final sign-off. Emmilee Price – Project Coordinator Michelle Perez – Contract Administration Eric Lewis – Treasurer

Active Registrations

Sam.gov & Sunbiz.org

Unique Entity ID
MU61PBNHENC6

CAGE/NCAGE
58883

Expiration Date
May 15, 2026

Physical Address
605 W Howard Lane
Suite 101
Austin, Texas
78753-9786, United States

Mailing Address
605 W Howard Lane #101
Austin, Texas
78753-9786, United States

Purpose of Registration
Federal Assistance Awards Only

Version
Current Record

Business Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Foreign Owned, Manufacturer of Goods

BUSINESS INFORMATION

Doing Business As
KOMPAN NORTHEAST

URL
www.kompan.us

Division Name
Kompan, Inc

Division Number
(blank)

Congressional District
Texas 17

State/Country of Incorporation
Delaware, United States

Registration Dates

Activation Date
May 21, 2025

Initial Registration Date
Feb 8, 2000

Submission Date
May 15, 2025

Entity Dates

Entity Start Date
Nov 27, 1991

Fiscal Year End Close Date
Dec 31

Owner	CAGE	Legal Business Name
Immediate Owner	(blank)	(blank)
Highest Level Owner	(blank)	(blank)

Sunbiz.org Division of Corporations — an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Profit Corporation
KOMPAN, INC.

Filing Information

Document Number	F12000002586
FEI/EIN Number	91-0819688
Date Filed	06/20/2012
State	DE
Status	ACTIVE

Principal Address
605 W. Howard Ln.
Suite 101
Austin, TX 78753

Changed: 04/05/2019

Mailing Address
C/O MARTENSEN WRIGHT PC
ONE CAPITOL MALL, SUITE 670
SACRAMENTO, CA 95814

Changed: 03/03/2023

Registered Agent Name & Address
CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 01/17/2017

Address Changed: 01/17/2017

Officer/Director Detail

Name & Address

Title Secretary

WRIGHT, JR., EDWARD J
One Capitol Mall
Suite 670
SACRAMENTO, CA 95814

Title Chairman

ASTRUP-LARSEN, CONNIE
CF TIETGENS BLVD 32 C
ODENSE DK5220 DK

Title Treasurer

Lewis, Eric
605 W. Howard Ln.
Suite 101
Austin, TX 78753

Title VC, VP

Elkjaer-Larsen, Peter
CF TIETGENS BLVD 32 C
ODENSE, DK DK5220 DK

Title President

Montzka, Jethro
605 W. Howard Ln.
Suite 101
Austin, TX 78753

Annual Reports

Report Year	Filed Date
2022	03/16/2022
2022	09/23/2022
2023	03/03/2023

KOMPAN®

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Meet Your Local Kompanions

Building a playground or fitness site is complex—but with KOMPAN, you're in capable hands. Conveniently as your neighbor, we handle every step, from site prep to installation, ensuring everything arrives on time, on budget, and meets our high standards. Let us be your partner in bringing your vision to life.



Stacy Moseley

Your Point of Contact

Stacy Moseley, a Jacksonville native, has had a lifelong obsession with playground design. After discovering Kompan in North Florida, for the past 10 years Stacy has been busy overseeing the site location, design, cost analysis and construction for new Kompan playgrounds and outside fitness sites. She collaborates with developers, parks and recreation, landscape architects, architects, Trust for Public Land, universities, schools and nonprofits. She is well versed in complex project design, management and execution.



Chris Wishnok

Project Manager
North Florida

Chris grew up in Oil City, PA, and began his playground construction career in 1997 with Michael G. Holder Inc., leading his own crew. He went on to serve as a Playground Leader for both Precision Playgrounds and National Playground Construction before becoming Quality Control Manager at Precision, where he oversaw installation quality and trained new crews. Since 2024, Chris has been Project Manager for KOMPAN North Florida, bringing nearly 30 years of experience in playground installation, quality control, and project leadership.



Ralph Biddy

Regional Sales Manager
Florida

Ralph Biddy is a seasoned regional manager with over 10 years at KOMPAN Inc, transforming uninspired playgrounds into engaging, development-focused destinations. His consultative approach and deep expertise in design, safety, and innovation have made him a trusted partner for schools, municipalities, and landscape architects across Central Florida.

Shade America

Mutual Partnerships

Office 904---217---0516
Sales 904---803---6594 Fax 904---342---7995 www.ShadeAmerica.com

SHADE AMERICA, INC. #3604 Harbor Dr.
Saint Augustine, FL 32084

Shade America – Company Biography for RFP

Shade America is a trusted provider of high-quality shade structures and outdoor solutions, with a proven reputation for excellence, innovation, and reliability. For over 20 years, we have supported communities, schools, parks, and municipalities by delivering safe, durable, and aesthetically appealing environments that enhance outdoor spaces.

We have extensive experience working with **Kompan Inc. and their team**, and we highly recommend them for their professionalism, product quality, and commitment to creating engaging, inclusive play and fitness environments. Through our many collaborations, we have seen firsthand the value Kompan brings to every project, and our partnership ensures integrated, turnkey solutions that consistently meet and exceed client expectations.

Our reputation has been built on responsiveness, professionalism, and a track record of delivering on time and within budget. We take pride in working closely with our partners and clients, offering not just products but complete solutions that improve the quality and enjoyment of outdoor environments.

Sincerely,

Muller Otto

President

Shade America, Inc.

Office 904---217---0516
Sales 904---803---6594 Fax 904---342---7995 www.ShadeAmerica.com

SHADE AMERICA, INC. #3604 Harbor Dr.
Saint Augustine, FL 32084

Shade America – Statement of Experience

Shade America is proud to have built a reputation as a trusted leader in the shade structure industry, serving communities and organizations for over 20 years. Throughout this time, one of our most valued partnerships has been with KOMPAN.

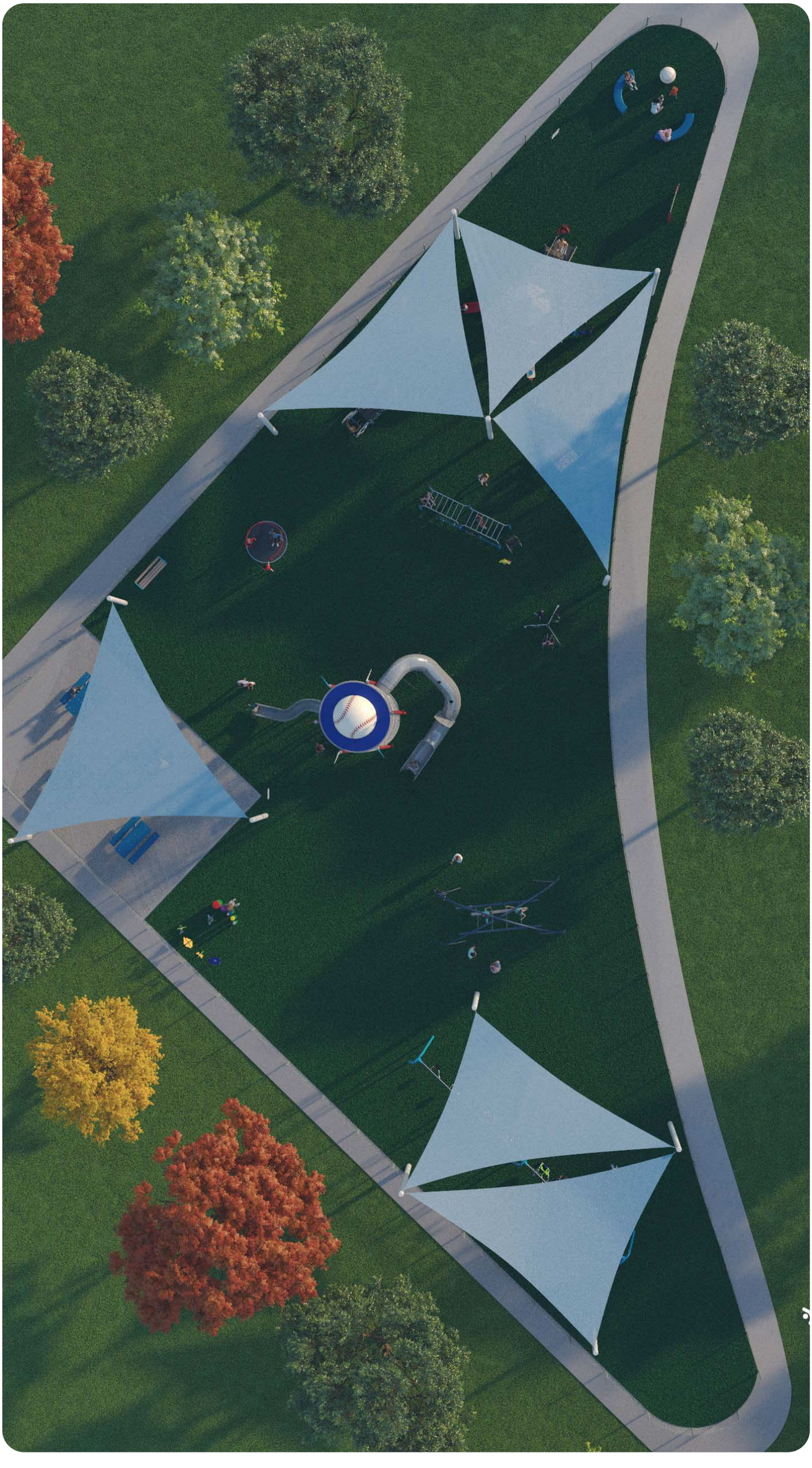
We have greatly enjoyed working alongside KOMPAN to design and deliver shade structures that enhance their play environments. Our collaboration has allowed us to combine their world-class play equipment with our expertise in shade solutions, creating safe, functional, and inviting spaces.

With extensive experience in design, engineering, and permitting, our team is well-equipped to continue supporting KOMPAN on future projects. We are committed to bringing the same level of quality, reliability, and professionalism that has defined our work together over the past two decades.

We deeply value our relationship with KOMPAN and look forward to continuing this strong partnership as we create innovative, durable, and beautiful shade solutions for years to come.

Sincerely,

Muller Otto
President
Shade America, Inc.



Recent Past Performances

Baltimore City Recreation and Parks: KOMPAN is currently in a multi-year contract with Baltimore City Recreation and Parks, with five completed playgrounds to date, and three in the planning stage. KOMPAN has established relationships and has various projects in process with the Parks and People Foundation. Completion is currently being done on a MUSA (Multi-use Sports Area) donated by Washington Monumental Sports. Neighborhood pocket park playgrounds have been completed, and a sports themed, destination playground at Reedbird/Middle Branch Recreation Center and Park are in process.

Maryland-National Capital Park and Planning Commission (M-NCPPC): KOMPAN sites exist within the Prince George's County area of M-NCPPC to include Sandy Hill Park, Tucker Road Sports Complex - Outdoor Fitness. Several former playgrounds are being maintained with new parts orders. KOMPAN has relationships with Montgomery County Parks - M-NCPPC and is working closely with park planners on designs that include play, fitness, and MUSAs.

Texas Trees Foundation - Cool Schools Program: Through the Cool Schools Program, KOMPAN has successfully completed twenty-six playgrounds, outdoor classrooms, nature exploration areas, and other services at Dallas ISD school Campuses at the elementary, middle and high school level. The program is extending to Fort Worth Independent School District, along with projects for nine schools in Northern California.

St. Paul Parks and Recreation: We are currently working directly with the city and landscape architect on Prospect Park Improvements with plans for a late summer 2025 installation. Good relationships exist and contract opportunities are expanding. KOMPAN has many legacy playgrounds within the city, and we have a great ambassador within the maintenance department that supports their service needs.

San Francisco Recreation and Park Department (RPD): KOMPAN maintains a close working relationship with RPD project managers and Public Works. KOMPAN delivered on several projects over the last two years, which includes ten open projects. A cooperative purchasing contract was recently executed allowing the city to procure products, surfacing and installation services directly, while meeting local bid requirements.

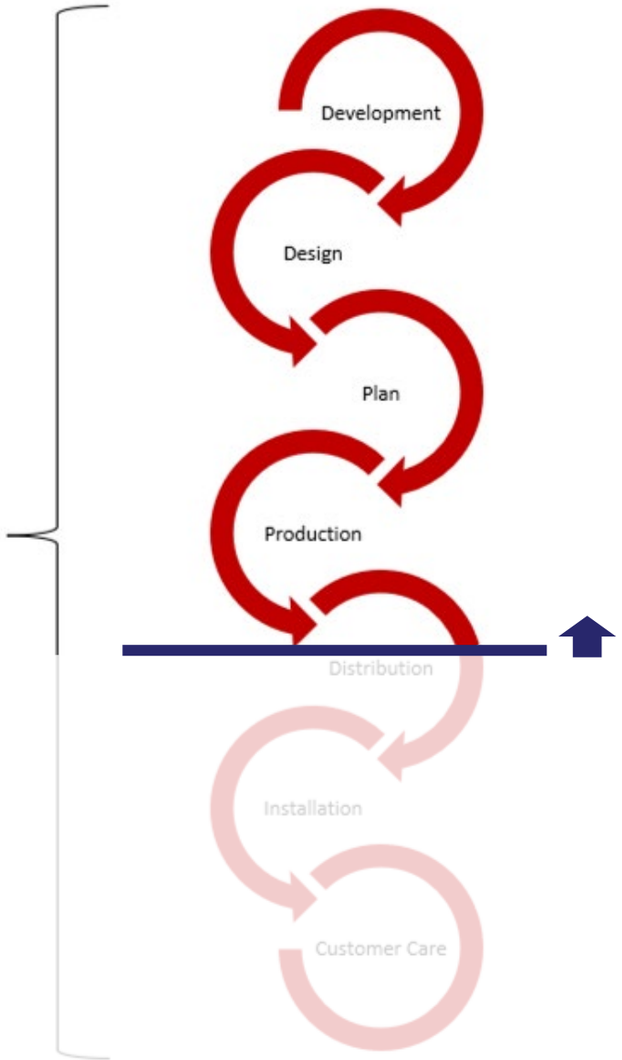


Project Approach and Management

03

Your Partner From Start to Finish

KOMPAN SERVICES



The City of New Smyrna will have the benefit of a full-turnkey partner when working with KOMPAN. We are the only playground and outdoor fitness company capable of providing representatives for the following services:

Design and Estimating

- Our Bid & Proposal Team works closely with the Design Team and Local Consultant, who are dedicated to bringing narratives, visualization and imagination to the key decision makers with the City of New Smyrna. Some of the responsibilities include:
    - Ensuring compliance with the Agency's standards
    - Incorporating Agency's vision and needs
    - Conducting preliminary value engineering within the budget
    - Consideration of the surrounding environment
    - Supporting technical specifications of the overall design
- Upon completion of designs, our Quoting Team will:
    - Deliver accurate estimates through detailed take-offs and compliance checks wit`hin our bid management process.
    - Secure long-term pricing by leveraging our core product portfolios as the manufacturer.
    - Identify added value through supplier partnerships when additional services or products benefit the City.
    - Provide the best overall value through pricing guarantees, strategic partnerships, and diligent procurement practices – ensuring transparency in both quality and cost.

Plan

- A dedicated Project Manager will oversee the deliverables once an agreement has been reached
- A detailed project plan will be put together to meet the timelines set in place
- Scheduling regular meetings with the City to track progress
- Strategize for mobilization both internally and with additional partners involved

Production

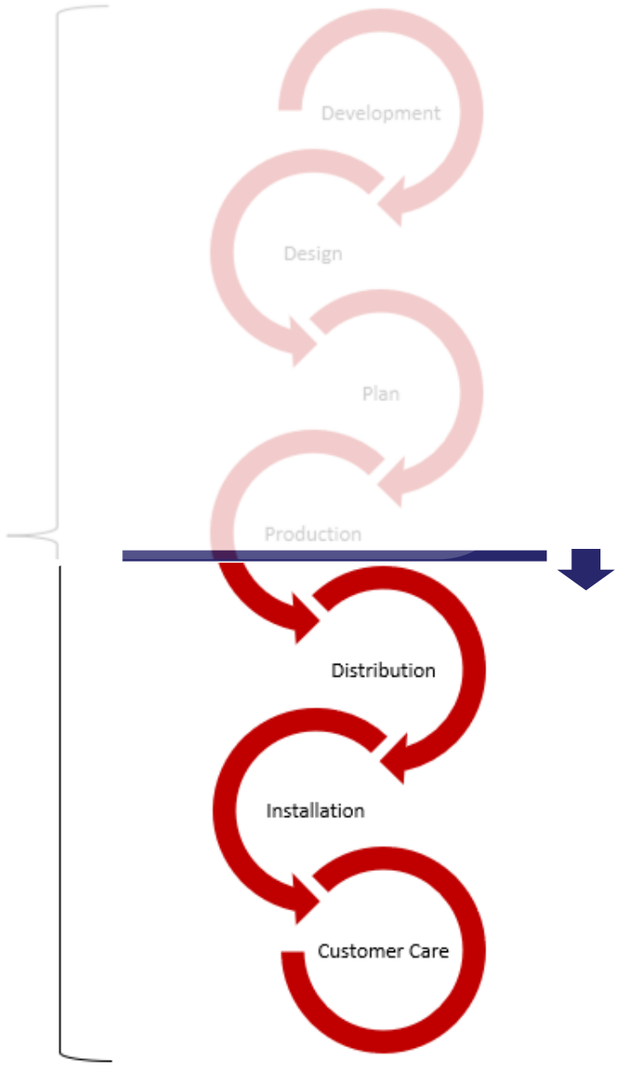
- KOMPAN has over 5,000 items in our catalog, not including custom-designed equipment or variations
- Products are manufactured at our own state-of-the-art facilities
- KOMPAN manufactures its products using high quality materials and processes to withstand the harshest conditions and climates.

KOMPAN

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Your Partner From Start to Finish

KOMPAN SERVICES



Distribution
- Our US Logistics & Warehouse Team actively track and report incoming deliveries to coordinate outbound shipping to the project sites.
- On-Time delivery performance over the last three years exceeded 99% due to distribution

Installation
- We only use KOMPAN Factory-Certified Installers who have been adequately trained with our equipment.
- A KOMPAN Project Manager will oversee the success of the installation, including frequent site visits and progress reports distributed to the Agency.
- Daily or weekly progress reports will be shared with the City of New Smyrna Beach.

Customer Care
- KOMPAN will provide inspections and regular maintenance to the playground using certified resources.
- Easy-to-use web tools will be made available post-install for any spare part needs.
- You can also speak to an actual KOMPAN employee for any aftermarket requests by giving our number a call!

Construction Management / Quality Assurance
The KOMPAN Core Project Team develops and applies industry best practices to ensure exceptional service. The KOMPAN Project Manager will serve as the on-site lead, overseeing timely project completion and acting as the primary point of contact for the Agency and installation teams. Supporting daily operations, the Project Coordinator will help maintain project momentum and organization.

Competitive Advantages: Sole-Source from Start to Finish

KOMPAN provides complete turnkey solutions, encompassing full design, production, distribution, KOMPAN Factory Certified installation and inspection, ongoing maintenance, and dedicated customer care. This approach simplifies communication, minimizes risk, accelerates project timelines, and ensures that quality, budget, and overall objectives are achieved consistently from start to finish.

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Highest Quality of Materials

Competitive Advantages



Play Panels

The 19mm EcoCore™ panels are a highly durable, eco-friendly material, which is not only recyclable after use, but also consists of a black core produced from 100% recycled post-consumer material from food packaging waste. The new dark teal EcoCore™ panels, used in KOMPAN GreenLine products, are made of 100% recycled post-consumer ocean waste.



Decks

All decks are supported by uniquely designed low-carbon aluminium profiles with multiple attachment options. The grey-coloured molded decks are made of 75% post-consumer ocean waste PP material with a non-skid pattern and texture surface.



Ropes

Ropes come with galvanized six-stranded steel wires and a steel core, impossible to wear through. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand, making the ropes highly wear and vandalism-resistant.



Posts

Main posts are available in four different materials.

1. Impregnated pine wood with in-ground steel footing.
2. Galvanized steel with powder-coated top finish.
3. Color-anodized lead-free aluminum, made from low-carbon aluminum.
4. TexMade™ posts made from 100% post-consumer recycled textile and plastic waste.



Galvanized Steel

Our steel surfaces and steel frames consist of a hot-dip galvanized inside and outside with lead-free zinc according to global safety standards for playground equipment. The galvanization has excellent corrosion resistance in outside environments and is maintenance-free.



Robinia Wood

Robinia wood is a very strong and long-lasting material with a very high level of natural oils. Thus Robinia wood makes very durable playgrounds which are close to maintenance-free and able to last for many years

Universal Design & Inclusivity

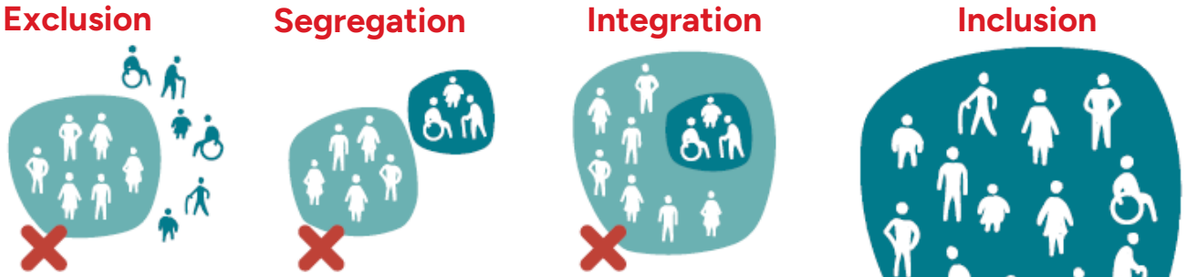
Competitive Advantages

Our History with Universal Design

To KOMPAN, working with universal design is part of our philosophy and history: The KOMPAN Homo Ludens, the playful human being, expresses our belief that every human being is unique and valuable. KOMPAN has always fostered a philosophy of inclusion. The vast majority of KOMPAN designs are made so that all users can benefit from the play equipment on their individual terms.

Universal Design Philosophy

KOMPAN has a well-established tradition of universal and inclusive design. All children, including children with a developmental difference, are considered when a KOMPAN product or play space is made. One of the four main points in KOMPAN's play philosophy is "Play Together", which encompasses the idea, that all children and adults should be included in play no matter what their ability. This philosophy is continually demonstrated in our designs. KOMPAN designs have many openings and details which support play exchange from the inside to the outside of a product. These design assets create a play space both in and around the product resulting in very open designs, creating opportunities for play across all abilities.



6 Principles for Universal, Inclusive Design



Kompan Play Institute

Competitive Advantages

Design That's Based On Research

Creating happier and healthier communities is impossible without first understanding what the community members need. The KOMPAN Play Institute has been part of developing, researching and advocating playgrounds for KOMPAN since the 1980's. As KOMPAN's founding, children have been at the heart of our innovation and progress. We recognized from the start that high-quality play value is essential for engaging children and supporting their development. It is this recognition that led to the creation of the KOMPAN Play Institute (KPI).

KPI meticulously researches and documents the benefits of play and works closely with our design teams to ensure that each KOMPAN playground maximizes play value and supports cognitive, social, and physical development for all children. By testing prototypes directly with children, KPI ensures that our equipment not only meets developmental needs but also wins the approval of its most important critics—children. This process ensures our playgrounds invite every child to play longer and more often, keeping them happier and healthier in life.

KOMPAN actively contributes to published research, with the KPI staff authoring over 35 peer-reviewed articles, book chapters, and books in the field of child development. KOMPAN also provides valuable resources for blog and podcast content, further supporting discussions on play, child development, and fitness research.



To play is to be human

Click Here to Read What We have Discovered!

KOMPAN

Let's pla

Play & Child Development are Intertwined

Competitive Advantages

Play value is the value gained from play, the value that makes the child “want” or developmentally “need” to undertake the activity and thus gives the play item holding power.

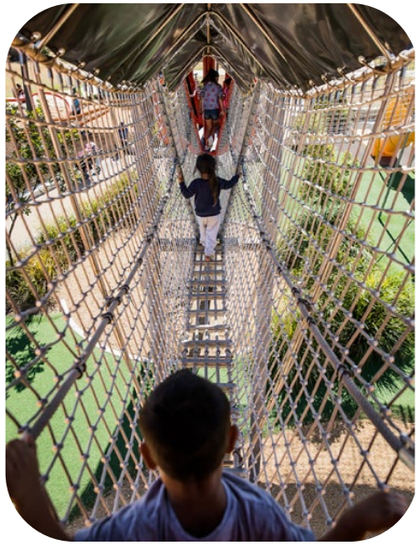
Play is one of seven emotional systems of the human brain and is on par with other human emotional instincts such as happiness, fear, or love. Children’s physical, social-emotional, cognitive, and creative development is not only supported by play, it is developed through play.

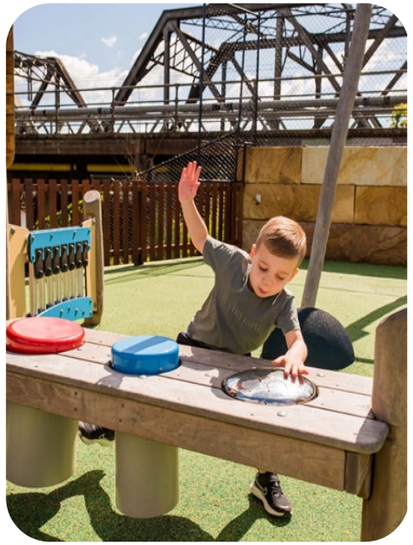


Cognitive
Joy of learning: curiosity, understanding of causal relationships and knowledge of the world



Social-Emotional
Joy of being together: teamwork, tolerance and sense of belonging





Physical
Joy of movement: motor skills, muscle, cardio and bone density



Creative
Joy of creating: co-creation and experimenting with materials

KOMPAN

Proposed Design and Configuration

04


Welcome to Turnbull Bay Sports Complex!
KOMPAN Let's play
Turnbull Bay

Reviving a Landmark of Play

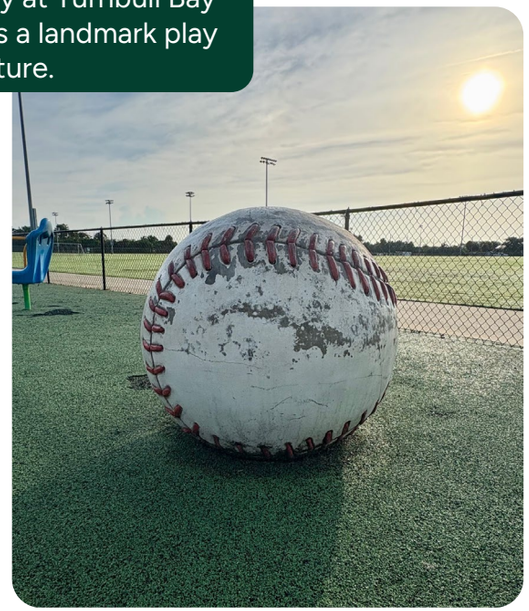
Seating at the entrance surrounds the restored baseball, sparking curiosity and reaction to the oversized landmark. Our loop benches create a welcoming transition space for parents and children as they enter the playground.





Bringing back a piece of the previous playground offers a chance to continue its history at Turnbull Bay Sports Complex as a landmark play sculpture.







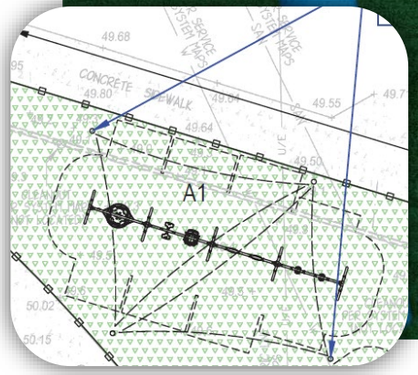


Our **WOW** factor: A custom designed structure to meet the request of a signature piece with an open slide and towering at almost 30 feet!

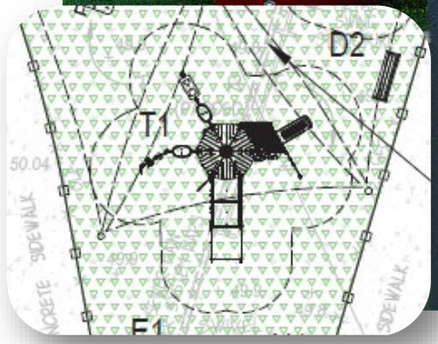

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Let's play

A – Swings - 2 infant, 2 standard, Duo, ADA and basket seats



T – **Custom** Baseball Theme Play Tower w/Ramp



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Let's pla

T – **Custom** Baseball Theme Play Tower w/Ramp



KOMPAN®

B – **Custom** Blue Cocowave



R – **Custom** Football Playhouse

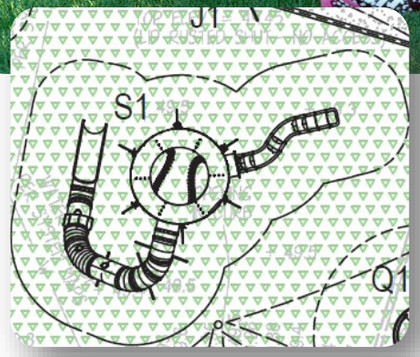






KOMPAN

S – **Custom** Giant Baseball Net Tower







O – **Custom** Soccer Seesaw

Sensory & Inclusive Highlights

Researched backed, intentionally designed

The **Drawing Wall** offers repeated creative play sessions where the children can construct letters, numbers or patterns with the two-colored rollers. This sensory interaction lets them leave a visual mark on the playground.
The **Moiré Panels** fascinate with the patterns that look different from glance to glance, depending on the eye's focus. Children report that they get curious about the reason for the patterns behaving differently and want to debate why not everyone can see the patterns.



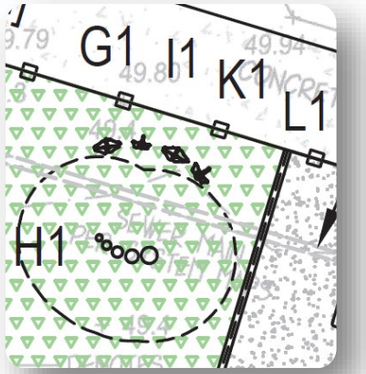


C – **Custom** Funpoint, Creater



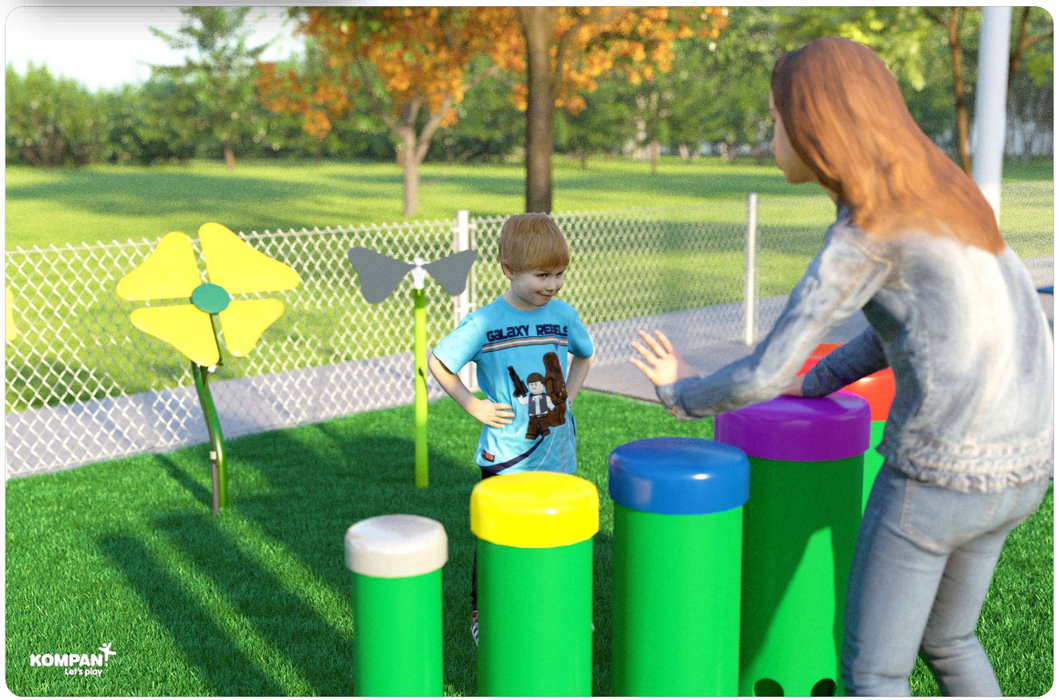
Sensory & Inclusive Highlights

Researched backed, intentionally designed



G – Freenote Flower – Indigo
H – Freenote Tuned Drums
I – Freenote Butterfly – Orange
K – Freenote Flower – Yellow
L – Freenote Butterfly - Indigo

A garden of music & melodies all year round! Each of our flowers feature a distinct musical chord, size, height, and color and emits a long-sustaining tone when the petals are struck. The huge truly inclusive, **Universal Carousel** attracts big groups of children and adults in for a spin. Due to its versatility, it appeals to children and adults again and again. The ground-level design makes the carousel accessible to everyone.



Q – Universal Carousel

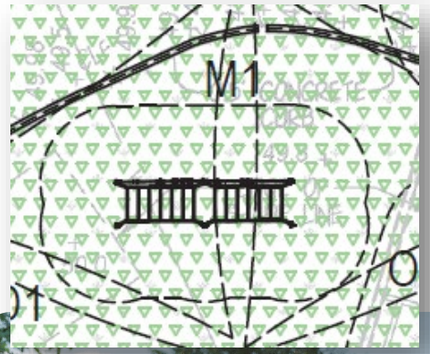


KOMPAN

Sensory & Inclusive Highlights

Researched backed, intentionally designed

With a height of almost 5 feet, the ADA Overhead Ladder is intentionally made this size to be wheelchair accessible, giving children the chance to reach over their heads and carry themselves across the double monkey bars. Trying again and again develops children's overall body control and self regulation, important for their emotional development, such as their self esteem. 4 custom play panels provided by KOMPAN can be used on both sides. Among the games available are Tic-Tac-Toe, Braille, algebraic combinations, and a ring game to list a few.





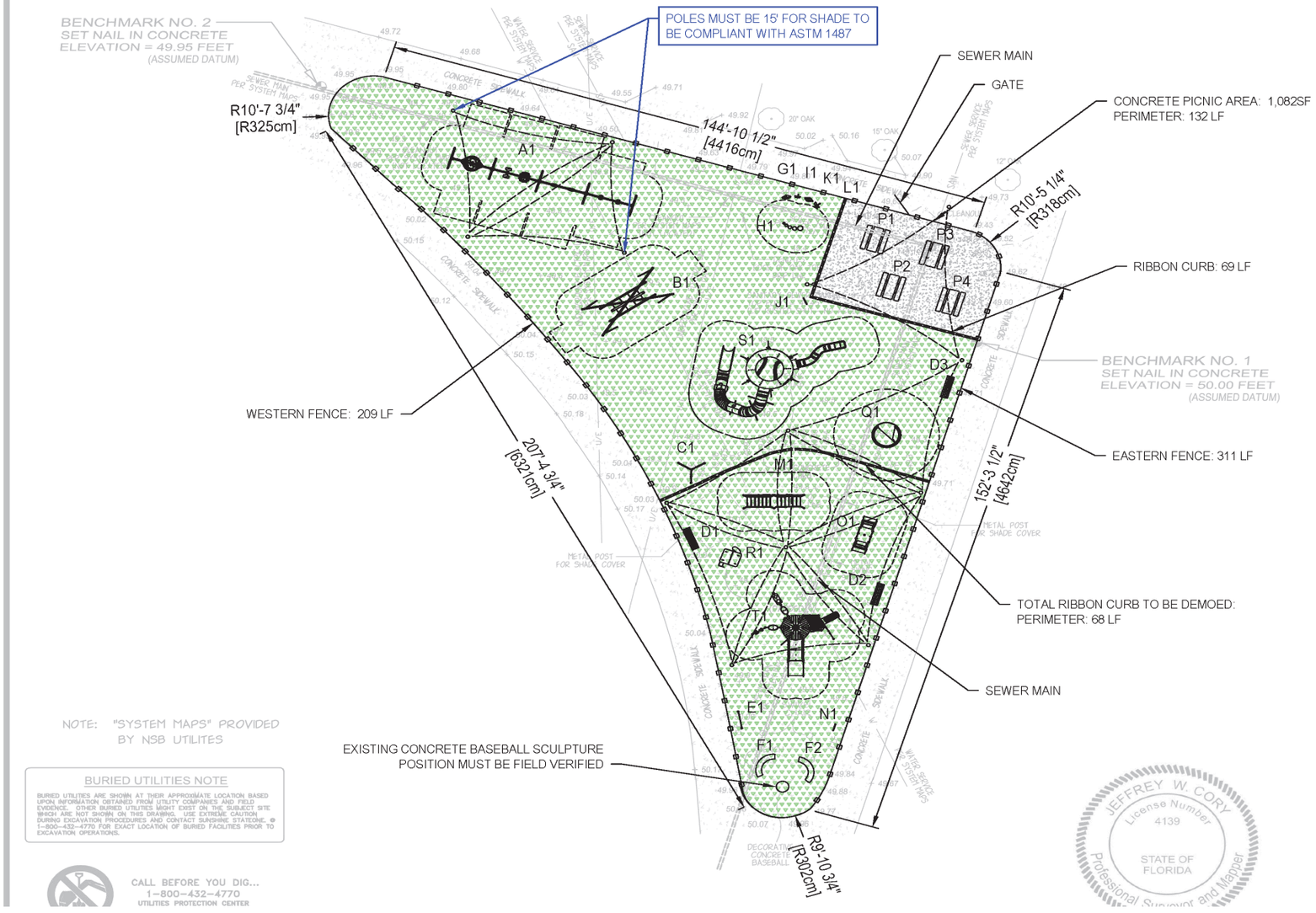
M – **Custom** ADA Overhead Ladder w/Play Panels





Shades listed as an Additional item and not included in Base total.

KOMPAN Let's play



NOTE: "SYSTEM MAPS" PROVIDED BY NSB UTILITES

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATEONE, @ 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER

GREEN TURF AREA: 11,897 SF
PERIMETER: 567 LF

LOCATION AND DETAILS OF EXISTING OR THIRD PARTY EQUIPMENT MUST BE CONFIRMED BY OWNER/OPERATOR TO ENSURE COMPLIANCE

ADA WORK SURFACE TO BE PROVIDED BY OWNER. FIVE PERCENT OF WORK SURFACES MUST BE ADA COMPLAINT.

SHADE MUST BE AT LEAST 84-INCHES FROM THE HIGHEST DESIGNATED PLAY SURFACE.

SHADE STRUCTURE DEPICTION IS FOR ILLUSTRATIVE/ CONCEPTUAL PURPOSES ONLY. CONTACT SHADE STRUCTURE VENDOR FOR ITEM NUMBER AND SPECIFICATIONS.

#	Product Number	Product Name	M.F.H.	Count
A	KSW928-CUSTOM_20401871	Swings - 2 infant, 2 standard, Duo, ADA and basket seats	7'11"	1
B	MOM161713-US	Custom Blue Cocowave	9'7"	1
C	PCT801-CUSTOM_20401874	Custom Funpoint, Creater	1'1"	1
D	PAR4051-xx26	Agora Bench with Backrest	0'0"	3
E	PCM725405-US	Sign Language Panel	0'0"	1
F	TPP29510-0008	Loop Arc - Blue	1'4"	2
G	FRN-FWR-I-XX	Freenote Flower - Indigo	0'0"	1
H	FRN-TD-XX	Freenote Tuned Drums	3' 6"	1
I	FRN-BFLY-O-XX-T	Freenote Butterfly - Orange	0'0"	1
J	PAR3003-xx04	Ages 5-12 Sign Medium	0'0"	1

#	Product Number	Product Name	M.F.H.	Count
K	FRN-FWR-Y-XX-T	Freenote Flower - Yellow	0'0"	1
L	FRN-BFLY-I-XX-T	Freenote Butterfly - Indigo	0'0"	1
M	PCMS728225-ASTM	ADA Overhead Ladder w Play Panels	4'8"	1
N	PAR3003-xx01	Ages 2-5 Sign Medium	0'0"	1
O	MOM162354_WW_FD	Soccer Seesaw	3'3"	1
P	PAR4075-xx01	Agora Picnic Table, Blue	0'0"	4
Q	PCM157-xx01	Universal Carousel	1'3"	1
R	KMS9701087	Custom Football Playhouse	0'0"	1
S	KNS8500229N_ASTM	Custom Giant Baseball Net Tower	5'8"	1
T	KMS9700618_ASTM	Custom Baseball Theme Play Tower w Ramp	1'11"	1

JEFFREY W. CORY
License Number 4139
STATE OF FLORIDA
Professional Surveyor and Mapper

Site Plan & Product List

Turnbull Bay

1220 Turnbull Street
New Smyrna Beach, FL 32168
Site Plan - Ages 2-5 & 5-12

0 30 60
1"=30'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPANS' STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES, PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPANS STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 5% OF 3,500 PSI MINIMUM COMPRESSIVE STRENGTH. CONTACT KOMPAN FOR SPECIFIC PRODUCT REQUIREMENTS. ALL COMPOSITE STRUCTURES SHOWN REQUIRE A SITE GRADE OF 2% MAXIMUM, 1% OPTIMAL. SPECIFICATIONS FOR EACH KOMPAN STRUCTURE MAY BE FOUND AT KOMPAN.COM/KOMPANMASTER.

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN ©2025 KOMPAN, INC. AUSTIN, TX, USA 800-426-6788

KOMPAN Let's play

SALES REPRESENTATIVE Stacy Moseley			SHEET
REVIEW BY DESIGN	DRAWN BY JonSch	DATE 9/9/2025	K1.0
REV. NO. 3	REV. BY JonSch	REV. DATE 9/16/2025	REVISION NOTES Add shade and new tower design

LAYOUT IS IN ACCORDANCE WITH ASTM F 1487

Site Diagram

Age Groups & Accessibility



Age 5-12:

Ground + Accessible

Elevated + Accessible

Age 2-5:

Ground + Accessible

Age 2-12:

Ground + Accessible

The layout is carefully planned so that children can play on their own terms, make decisions, and play socially as well as individually should they choose. Providing choices and control as well as access is one of the most important features of an all abilities or inclusive playground.

Swing Frame, 8 Seat, 8 ft H

KSW928-CUSTOM-20401871



Item no. KSW928-CUSTOM-20401871	
Dimensions LxWxH	44'11"x6'0"x8'5"
Age group	2 - 12
Capacity (users)	-
Item color	

Item no. KSW928-CUSTOM-20401871	
Installation Information	
Total installation time	- ours
Excavation volume	3.44yd³
Concrete volume	1.91yd³
Footing depth (standard)	2'11"
Shipment weight	1544lbs
Anchoring options	In-ground ✔
Warranty Information	
Hot dip galvanized steel	Lifetime
Movable parts	2 Years
Post	10 Years
Spare Parts Availability	10 Years

ASTM F1487 compliant

Data is subject to change without prior notice.

Sustainability Data

KSW928-CUSTOM-20401871



Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
KSW928-CUSTOM-20401871	1,205.85	2.54	52.23

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Freestanding play equipment



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Freestanding play equipment" represented by item no.: KSW92011-0910.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

Data is subject to change without prior notice.

Custom Giant CocoWave Swing

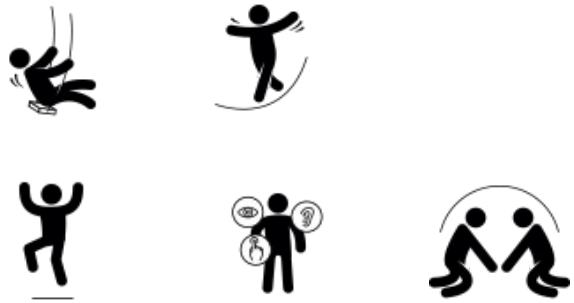
MOM161713





Item no. M98401-1011	
General Product Information	
Dimensions LxWxH	20'4"x8'10"x11'11"
Age group	5 - 12
Play capacity (users)	8
Color options	

Activities:



Balance	1
Jump	1
Sensory	4
Socialize	4
Swing	1

Data is subject to change without prior notice.

Custom Giant CocoWave Swing - Play Value

MOM161713



Chains
Physical: space between chains supports a comfortable grip for use of muscle strength when standing up swinging.





Cocowave Swing
Physical: supports muscle strength, sense of balance and space. Bone density is built up when children swing and jump on-off.
Social-Emotional: height and speed of swinging supports self-esteem. When listening and negotiating, children develop their empathy and cooperation skills.
Cognitive: height and speed of swinging helps children to judge distances and heights.



Coconut Rope
Physical: balance and coordination is supported when walking the swaying rope. A good sense of balance transfers to other skills such as sitting still on a chair. Bone density is developed when jumping off.
Social-Emotional: children swaying together on the rope experience their own and others' movements. This spurs cooperation and consideration, e.g. when passing others on the rope.



Connectors in the side of the rope
Physical: allow for foot position between connectors resulting in ease of use when standing up swinging. Develops muscle strength.
Social-Emotional: room for different body positions like standing, sitting and lying.

Data is subject to change without prior notice.

Custom Giant CocoWave Swing

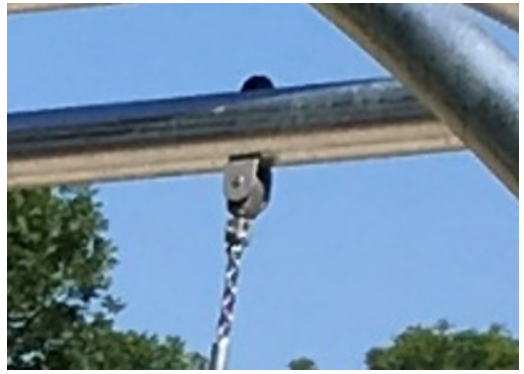
MOM161713



The steel pipes are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Powder coated top finish on top of galvanization is processed in two steps: Light grinding and clean sweeping, powder coating - thickness 70-120 µm.



Unique designed swing hangers of stainless steel with anti-twist function. The hangers are attached to the cross beam by a bolt through connection to ensure high durability.

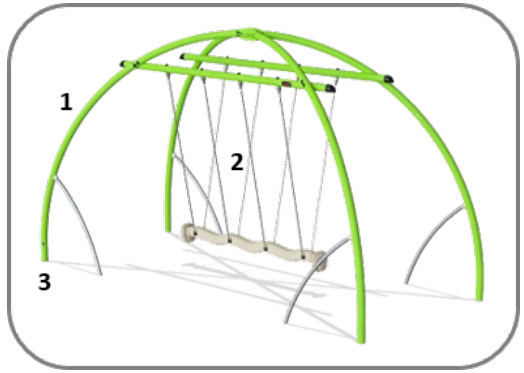
Item no. MOM161713	
Installation Information	
Max. fall height	9'7"
Safety surfacing area	692ft²
Total installation time	9.6 hours
Excavation volume	2.72yd³
Concrete volume	1.46yd³
Footing depth (standard)	3'3"
Shipment weight	1269lbs
Anchoring options	In-ground ✔
	Surface ✔
Warranty Information	
Chains	10 Years
Hot dip galvanized steel	Lifetime
Movable parts	2 Years
Ropes & nets	10 Years
Spare Parts Availability	10 Years



The rope of the pendulum swing is made of polypropylene (PP) rope in Coconut style with a square shape of 14x14cm. The ends of the Coconut rope are closed by a steel clamps and sealed by a glued-on shrinkable tubing. The last 10cm of the rope ends are cut open to make a tassel with bumper function to fulfill global safety requirements.



The chain/ropes are attached to the Coconut rope by KOMPAN swivel bushings made of stainless steel with bronze bearings. The swivels have an outside cover of black PUR. The usage of side mounted swivels provides frictionless movement, eliminates fingers and feet entrapments and enlarges the standing surface on top of the rope.



The Cocowave pendulum swing is available in multiple options: Galvanized steel with optional powder coated top finish in lime green color, Rope or stainless steel chain suspensions, In-ground or surface anchoring.

Elevated activities **8**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Sustainability Data

MOM161713



Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
M98401-1011	2,034.58	5.20	43.28

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Freestanding play equipment



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Freestanding play equipment" represented by item no.: KSW92011-0910.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

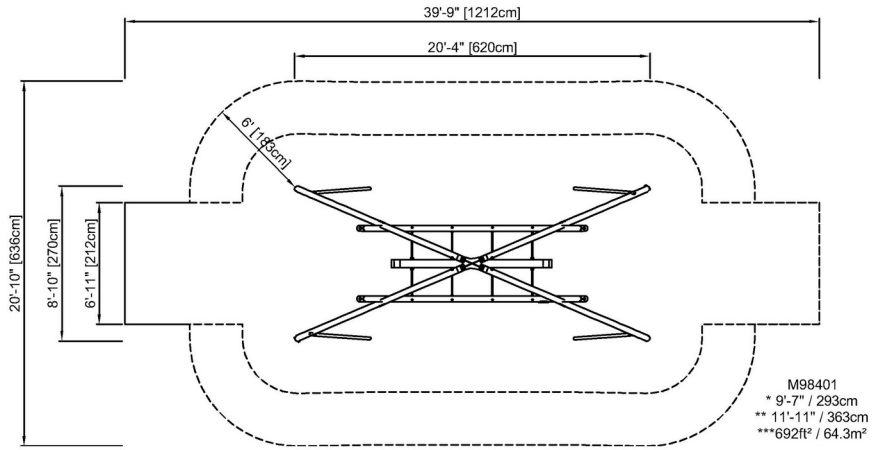
Publication date: 30. October 2023

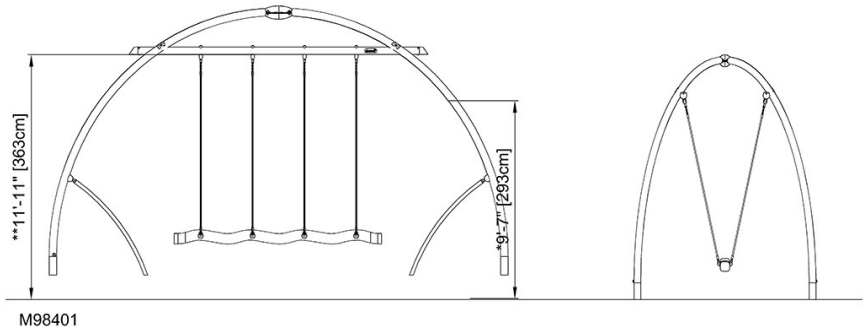
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Custom Giant CocoWave Swing

MOM161713

* Max fall height | ** Total height | *** Safety surfacing area	* Max fall height | ** Total height





Click to see TOP VIEW	Click to see SIDE VIEW

Custom FunPoint, Creator

PCT801-CUSTOM-20401874



Item no. PCT801-CUSTOM-20401874	
Dimensions LxWxH	6'6"x5'8"x6'1"
Age group	2 - 12
Play capacity (users)	8
Item color	

Activities:

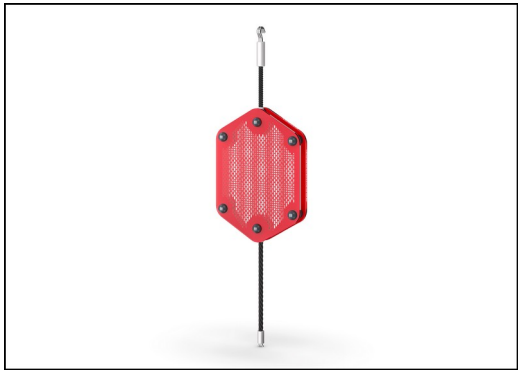


Bounce	1	Socialize	6
Construct	10	Sway	1
Rules Play	1	Wonder	4
Sensory	11		

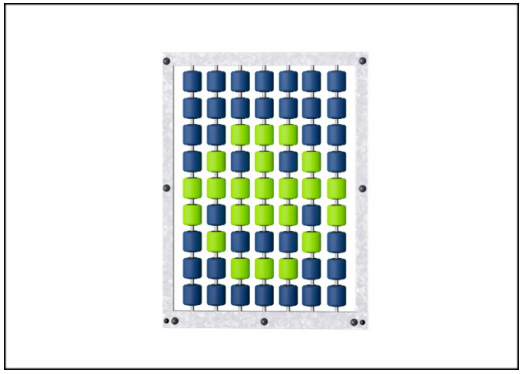
Data is subject to change without prior notice.

Custom FunPoint, Creator

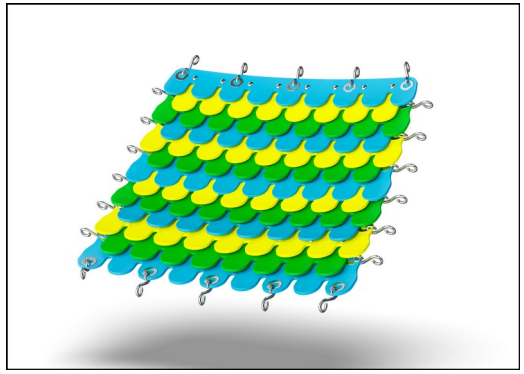
PCT801-CUSTOM-20401874



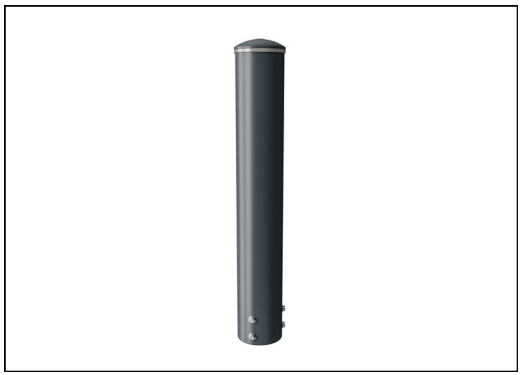
Turnable optic panels of two 7mm thick polycarbonate plates with a distance of 40mm. The inside graphic print consist of an inner image layer and outer transparent protection layer. Both PC panel and the water-based lacquer are UV stabilized to prevent fading of the print.



The two colored turnable rollers are made of high quality UV stabilized and reinforced nylon (PA). The rollers are assembled on vertical steel pipes in a welded frame. All steel parts are hot dip galvanized.



Colorful “Dragon Scale” made of friction-proof rubberized membrane of conveyor belt quality with excellent UV resistance. Embedded are two layers of galvanized steel wire armoring, making the membrane extremely durable.



Powder coated post are made of high quality pre galvanized steel with powder coated top finish. Post tops are closed with caps of UV stabilized nylon (PA6).

Item no. PCT801-CUSTOM-20401874

Installation Information	
Max. fall height	0'0"
Safety surfacing area	245ft²
Total installation time	- hours
Excavation volume	0.37yd³
Concrete volume	0yd³
Footing depth (standard)	2'11"
Shipment weight	374lbs
Anchoring options	In-ground ✔

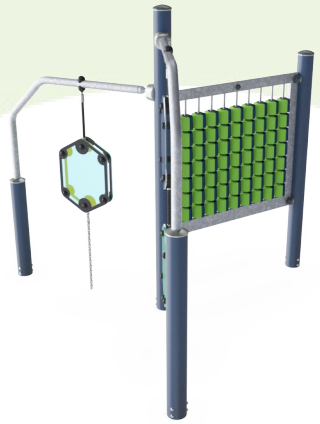
Warranty Information	
EcoCore HDPE	Lifetime
Galvanized/painted metal	10 Years
Membrane	2 Years
Polycarbonate PC panels	10 Years
Spare Parts Availability	10 Years

ASTM F1487 compliant

Data is subject to change without prior notice.

Sustainability Data

PCT801-CUSTOM-20401874



Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
PCT801-CUSTOM-20401874	495.40	4.28	39.71

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Play systems



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Play systems" represented by item no.: PCM200321-0950.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

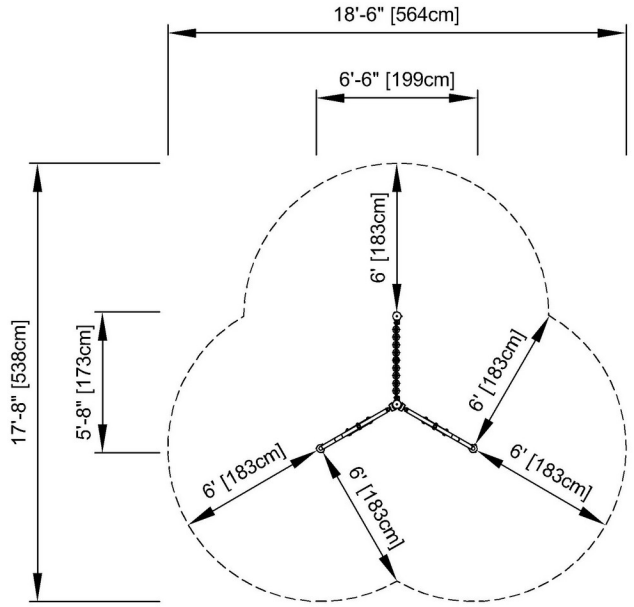
Publication date: 30. October 2023

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Custom FunPoint, Creator

PCT801-CUSTOM-20401874

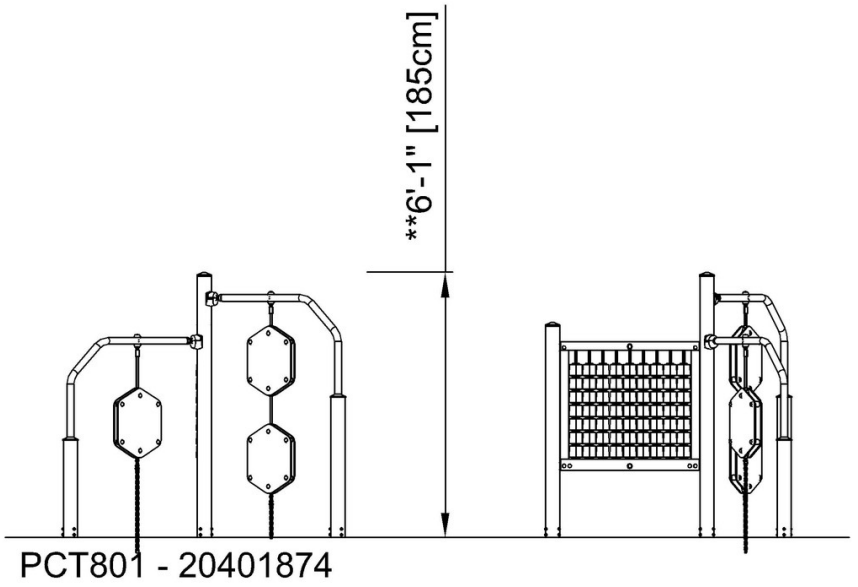
* Max fall height | ** Total height | *** Safety surfacing area



PCT801 - 20401874
* 0'-0" / 0cm
** 6'-1" / 185cm
*** 244.9ft² / 22.8m²

Click to see TOP VIEW

* Max fall height | ** Total height



Click to see SIDE VIEW

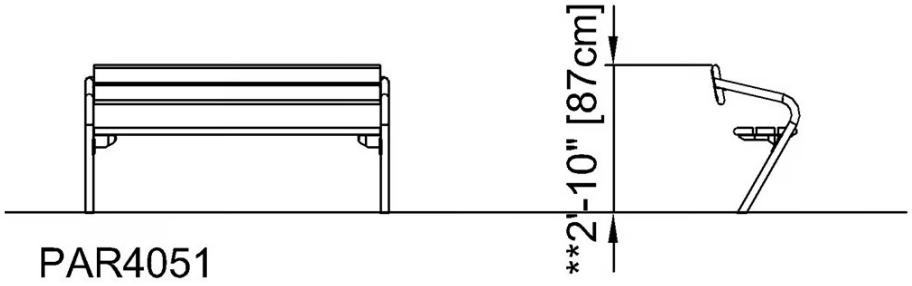
Data is subject to change without prior notice.

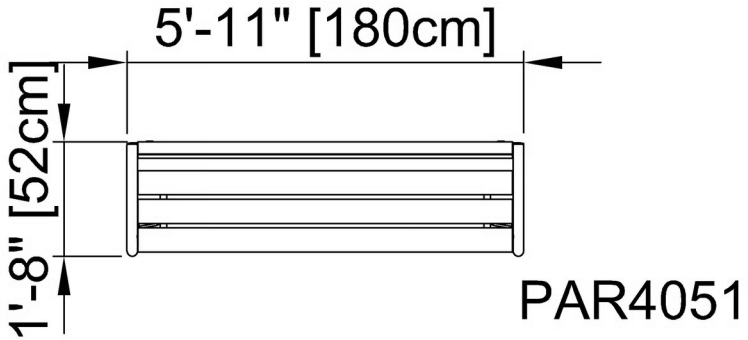
Agora Bench with Backrest

PAR4051



Item no. PAR4051-0621	
General Product Information	
Dimensions LxWxH	5'11"x1'8"x2'10"
Age group	
Capacity (users)	-
Color options	



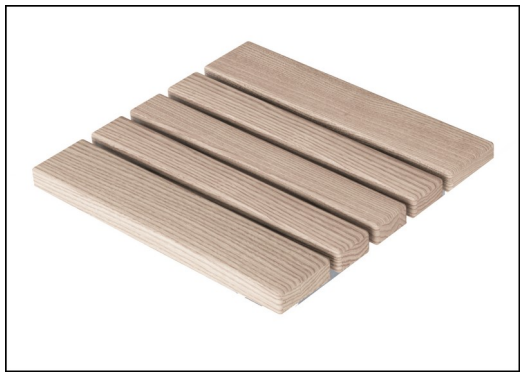


** 2'-10" / 87cm

Data is subject to change without prior notice.

Agora Bench with Backrest

PAR4051



Boards are made of ash wood from sustainable European sources. The ash wood is thermo treated according to CEN/TS 15679, durability class 2 according EN350-2.



Boards are made of pine wood from sustainable European sources. The wood is pressure-impregnated according to EN335:2013, Class 3 (Equivalent to NTR Class AB) and is FSC® Certified (FSC® C004450).



The steel surfaces are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outdoor environments and require low maintenance. Painted steel parts are hot dip galvanized before powder coating.

Item no. PAR4051-0621

Installation Information		
Total installation time		1.1 hours
Excavation volume		0.25yd³
Concrete volume		0.17yd³
Footing depth (standard)		2'0"
Shipment weight		109lbs
Anchoring options	Surface	✔
	In-ground	✔

Warranty Information	
Ashwood	10 Years
Hot dip galvanized steel	Lifetime
Painted toplayer	10 Years
Pinewood	10 Years
Spare Parts Availability	10 Years



Powder coated top finish on top of galvanization is processed in two steps: Light grinding and clean sweeping, powder coating - thickness 70-120 µm.



The Agora assortment is available in 2 wood types and 9 different frame colors to match the selected color scheme of the play, sport or fitness site.



KOMPAN outdoor furniture is available for surface and in-ground installation. Surface installation involves anchoring to the base layer, and in-ground installation is direct in-ground or additional hot-dip galvanized steel brackets.

Data is subject to change without prior notice.

Sustainability Data

PAR4051



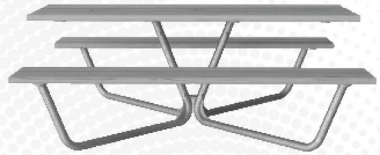
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
PAR4051-0621	88.03	2.32	22.63

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Park



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Park" represented by item no.: PAR4070-0001.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

By Bureau Veritas HSE
www.bureauveritas.dk
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Binding approval for Variant Design

When pressing "Prepare to order" in CRM all purchases are subject to this design. This design is defined under its own KOMPAN identification number, which is stated in upper right corner. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are hereby accepted when placing the order. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, Variant Team may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the construction. All other modifications are subject to prior approval.

KOMPAN

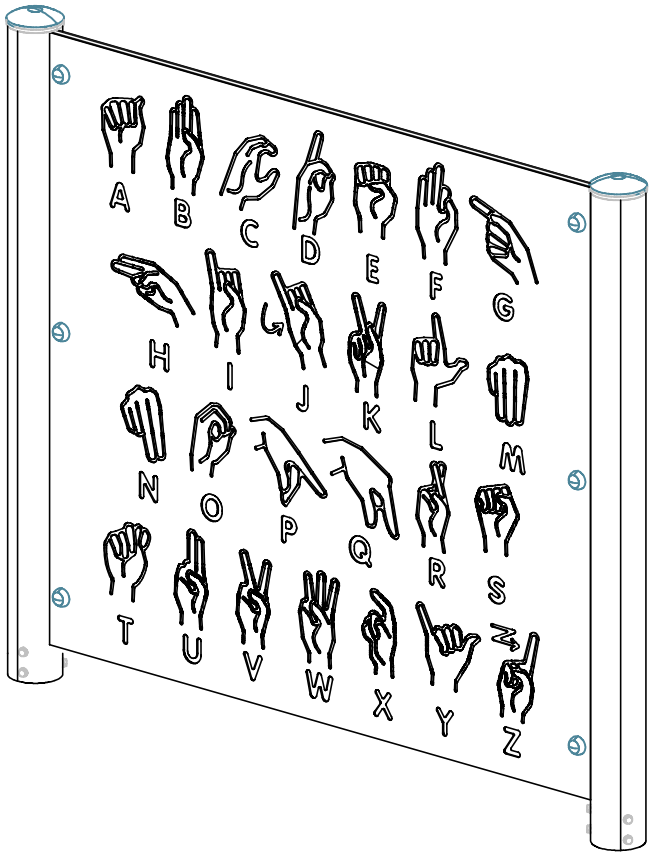
PCMS-CUSTOM

725405

20221107 MLR

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Footings:	90 cm
Color:	HDPE (White) -0313 Powder coated RAL3001 (-11)



KOMPAN

PCMS-CUSTOM

725405

20221107 MLR

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KOMPAN

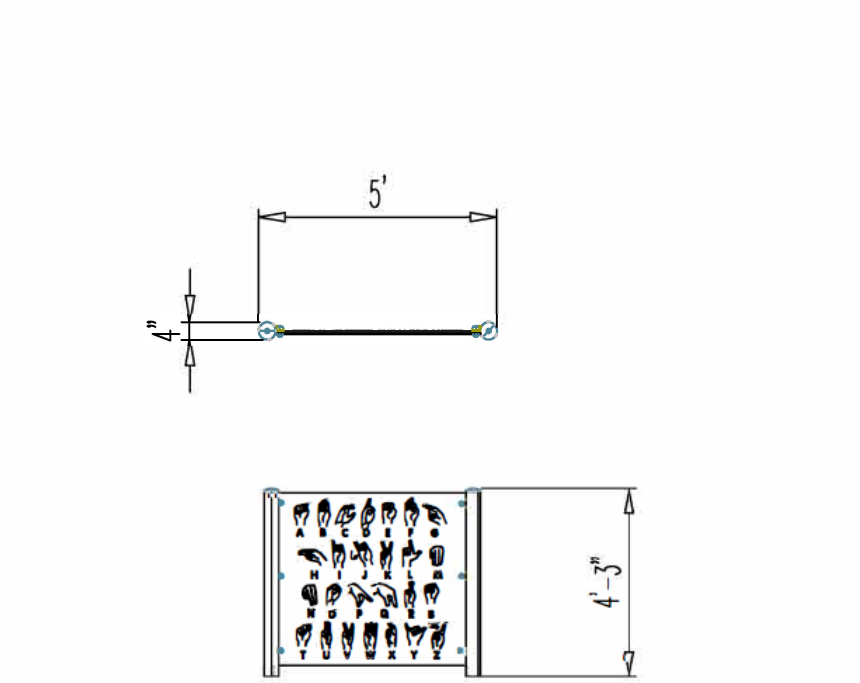
PCMS-CUSTOM

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20221107 MLR

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1':1/4"



ASTM F1487

KOMPAN

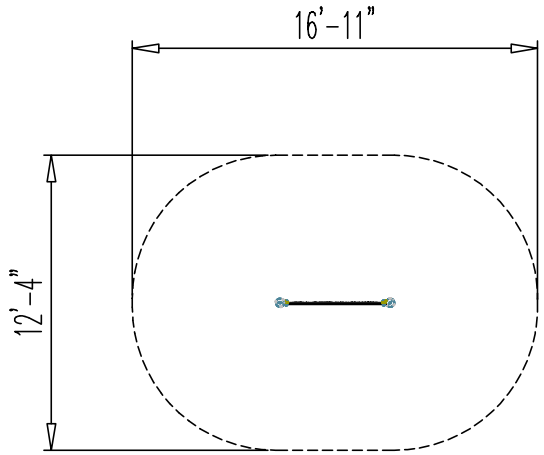
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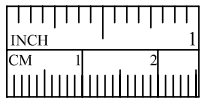
725405

20221107 MLR

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1':1/8"





LOOP Arc

TPP29510-0008





Item no. TPP29510-0008	
General Product Information	
Dimensions LxWxH	4'3"x6'4"x1'4"
Age group	
Play capacity (users)	
Item color	

Data is subject to change without prior notice.

LOOP Arc

TPP29510-0008



The Loops modular elements are made of rotation-molded polyethylene (PE) with a 6-7mm thickness. The Loops are UV-resistant, have excellent impact strength, and are usable within a large temperature span.



The product molds are textured through abrasive blasting, enhancing surface friction and reducing slipperiness, ensuring a safer experience.



The Loops come in 10 standard colors, offering various options to personalize your product and ensure a perfect fit for your intended space.

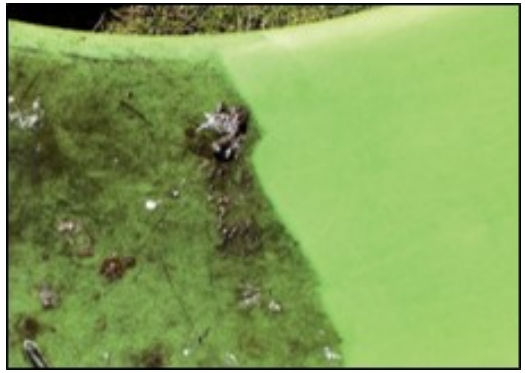
Item no. TPP29510-0008		
Installation Information		
Total installation time		0.0
Excavation volume		0yd³
Concrete volume		0yd³
Footing depth (standard)		0'0"
Shipment weight		53lbs
Anchoring options	Surface	✔



The Loops are available in a recycled version made from 100% recycled materials. 85% of the plastic is sourced from internal waste and production surplus, while the remaining 15% comes from polyethylene bags. The recycled version comes in an anthracite color.



The Loops can be anchored to the ground by filling them with water or sand using integrated plugs. Alternatively, they can be secured using surface or ground brackets.



This product withstands most cleaning agents and chemicals and can be cleaned using a high-pressure cleaner. The color can be revived using vinyl cleaner or similar.

Data is subject to change without prior notice.



FLOWERS

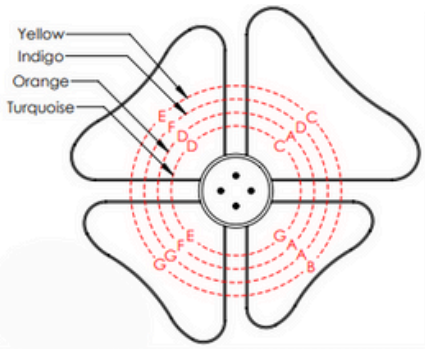
No garden is complete without its Flowers and what could be better than a sound garden that blooms year-round! Each of our flowers feature a distinct musical chord, size, height, and color, and emits a long-sustaining tone when the petals are struck. The Flowers can be purchased individually or as a set of four.

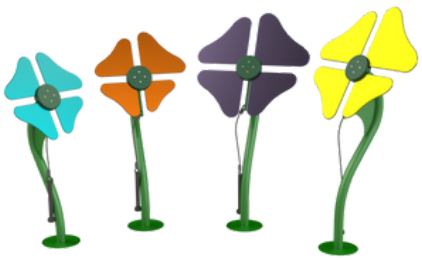




SPECIFICATIONS:

- **Style**: Bell Plate
- **Tonal Quality:** Bright/Sustaining
- **Notes:** 4 per Flower
- **Note Material**: Anodized Aluminum
- **Resonated:** No
- **Key/Scale:** C Major Diatonic
- **Range:** Alto/Soprano
- **Mallet:** 1 Black (80 Durometer) per Flower
- **Dimensions:**
  - Yellow: 26"W x 48"H x 14"D
  - Indigo: 25"W x 46"H x 14"D
  - Orange: 20"W x 42"H x 13"D
  - Turquoise: 19"W x 39"H x 13"D





SCAN TO LISTEN TO THE INSTRUMENT:

PART NUMBERS:

- Inground Mount
  - Orange: FWR-O-IG
  - Indigo: FWR-I-IG
  - Turquoise: FWR-T-IG
  - Yellow: FWR-Y-IG
  - Ensemble: Freenotes Flower Ensemble IG
- Surface Mount
  - Orange: FWR-O-SM
  - Indigo: FWR-I-SM
  - Turquoise: FWR-T-SM
  - Yellow: FWR-Y-SM
  - Ensemble: Freenotes Flower Ensemble SM
- Portable Mount:
  - Orange: FWR-O-PM
  - Indigo: FWR-I-PM
  - Turquoise: FWR-T-PM
  - Yellow: FWR-Y-PM
  - Ensemble: Freenotes Flower Ensemble PM



TUNED DRUMS

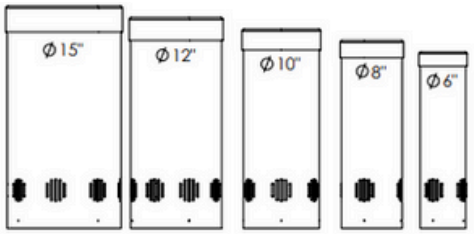
The Tuned Drums feature a distinctive Afro-Cuban influence similar to Congo Drums. This set of five drums can be played by hand, creating deep resonating beats that inspire movement and dance. Available in standard or toddler height.

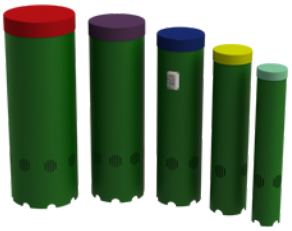




SPECIFICATIONS:

- **Style:** Drums
- **Tonal Quality:** Percussive
- **Notes:** 5 distinct tones
- **Cap Material:** Synthetic
- **Resonated:** Yes
- **Key/Scale:** N/A
- **Range:** Low to High
- **Cap Color Option:** Rainbow or Taupe
- **Mallets:** N/A
- **Dimensions:**
  - **Finished Heights**
    - Standard
      - Ø15" Drum 37"
      - Ø12" Drum 35"
      - Ø10" Drum 33"
      - Ø8" Drum 31"
      - Ø6" Drum 29"
    - Toddler
      - Ø15" Drum 29"
      - Ø12" Drum 27.5"
      - Ø10" Drum 25"
      - Ø8" Drum 24.5"
      - Ø6" Drum 23"





SCAN TO LISTEN TO THE INSTRUMENT

PART NUMBERS:

- Inground Mount
  - Standard: TD-IG-N
  - Toddler: TD-IG-T
- Surface Mount
  - Standard: TD-SM-N
  - Toddler: TD-SM-T
- Portable Mount
  - Standard: TD-PM-N
  - Toddler: TD-PM-T

Freenotes Harmony Park™

Specifications

Style	Bells
Tonal Quality	Bright / Sustaining
Notes	2 per Butterfly
Note Material	Anodized Aluminum
Resonated	No
Key/Scale	C Major Diatonic (When combined)
Range	Alto / Soprano
Mallets	1 Black (80 Durometer) per Butterfly

Dimensions

Indigo: 20-3/8"W x 53-7/8"H x 16-1/8"D
Orange: 16-3/8"W x 51-5/8"H x 15"D
Turquoise: 17-5/8"W x 49-1/4"H x 13-7/8"D
Yellow: 15-7/8"W x 46-7/8"H x 12-5/8"D

* Finished Height varies based on mounting

Mounting Options

Mounting	Butterfly Color	Part Number
Inground (IG)	Indigo	BFLY-I-IG
	Orange	BFLY-O-IG
	Turquoise	BFLY-T-IG
	Yellow	BFLY-Y-IG
Portable Mount (PM)	Indigo	BFLY-I-PM
	Orange	BFLY-O-PM
	Turquoise	BFLY-T-PM
	Yellow	BFLY-Y-PM
Surface Mount (SM)	Indigo	BFLY-I-SM
	Orange	BFLY-O-SM
	Turquoise	BFLY-T-SM
	Yellow	BFLY-Y-SM







BFLY-I (Indigo)



BFLY-O (Orange)



BFLY-T (Turquoise)



BFLY-Y (Yellow)

Bells | The Butterfly Collection

Sign Medium

PAR3003





The steel surfaces are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outdoor environments and require low maintenance.

High-quality polycarbonate with a thickness of 8mm. The graphic prints are added by a unique multi-layer print process where the inner layer is the image and outer transparent layer functions as protection. Both PC panel and the water-based lacquer are UV stabilized to prevent fading.



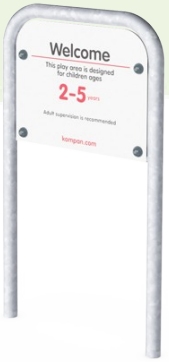
Item no. PAR3003-0601	
General Product Information	
Dimensions LxWxH	2'0"x0'2"x3'5"
Age group	
Capacity (users)	-
Color options	

Item no. PAR3003-0601		
Installation Information		
Total installation time		0.6 hours
Excavation volume		0.14yd³
Concrete volume		0yd³
Footing depth (standard)		2'0"
Shipment weight		45lbs
Anchoring options	In-ground	✔
	Surface	✔
Warranty Information		
Hot dip galvanized steel		Lifetime
Polycarbonate PC panels		10 Years
Spare Parts Availability		10 Years

Data is subject to change without prior notice.

Sustainability Data

PAR3003



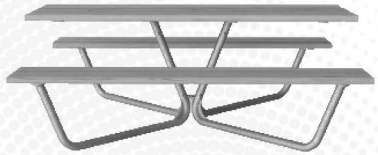
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
PAR3003-0601	79.20	4.70	44.20

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Park



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Park" represented by item no.: PAR4070-0001.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

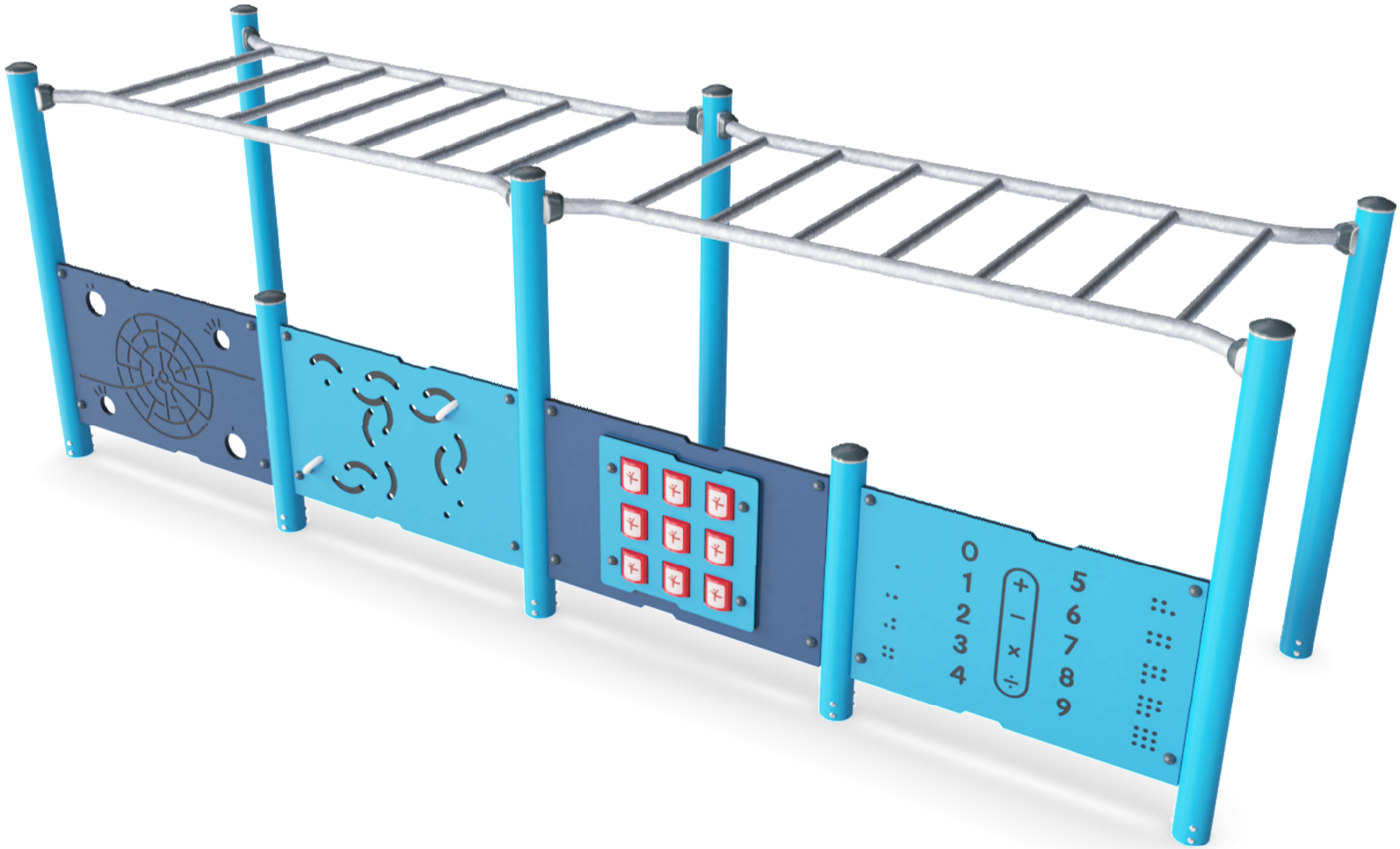
Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

By Bureau Veritas HSE
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Binding approval for Variant Design
When pressing "Prepare to order" in CRM all purchases are subject to this design. This design is defined under its own KOMPAN identification number, which is stated in upper right corner. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are hereby accepted when placing the order. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, Variant Team may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the construction. All other modifications are subject to prior approval.



PCMS-CUSTOM

728225

Footings:	90 cm
Color:	Powder coated RAL5012 glossy (-07) HDPE (Dark blue) -0308 HDPE (Light blue) -0311
Comments:	Overhead ladder for mobility impaired children

ASTM:
Perimeter: 74.5 ft
Area: 385.7 ft2

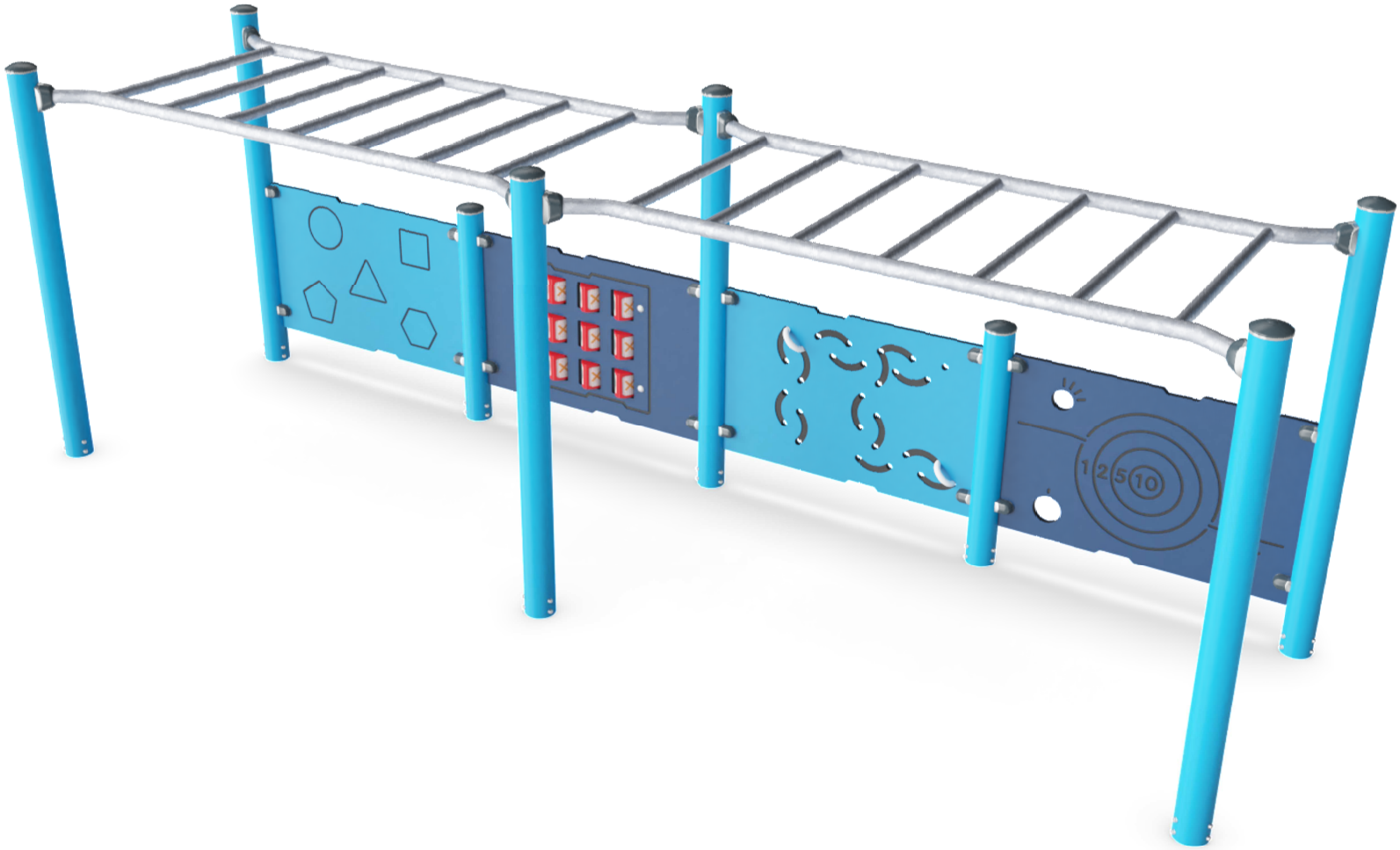
Designer LinJak
Created 09.09.2025

PLEASE NOTE: THIS IS A SKETCH

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PCMS-CUSTOM

728225



PLEASE NOTE: THIS IS A SKETCH

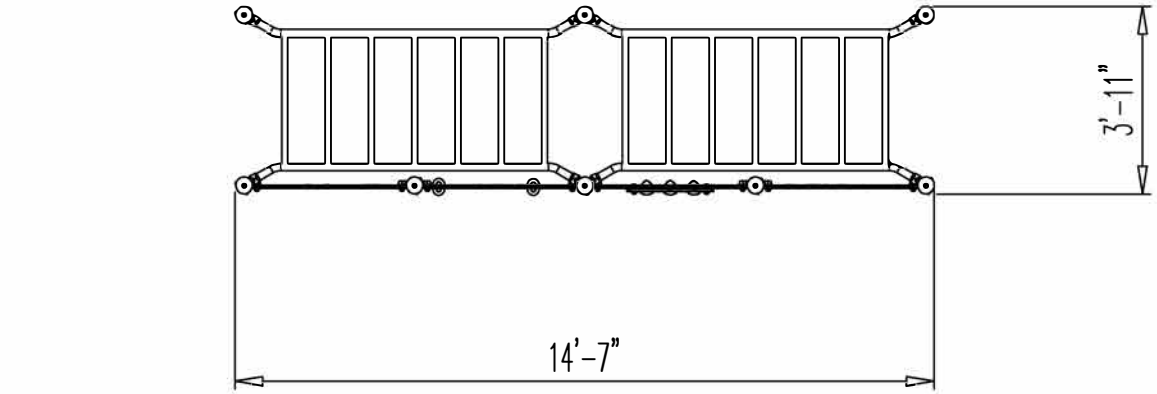
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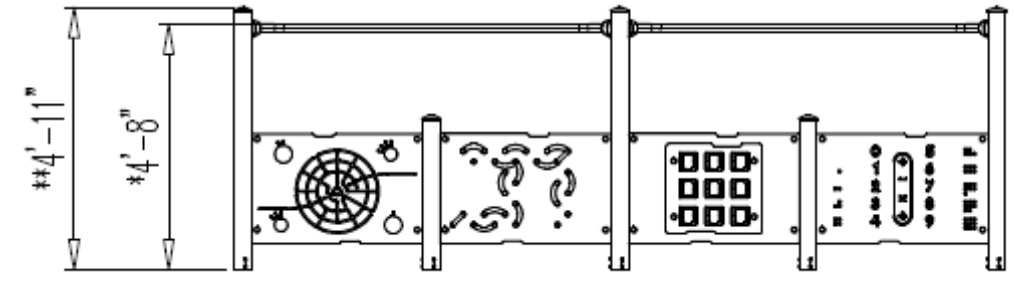
KOMPAN
Let's play

PCMS-CUSTOM

728225

1':1/4"





PLEASE NOTE: THIS IS A SKETCH

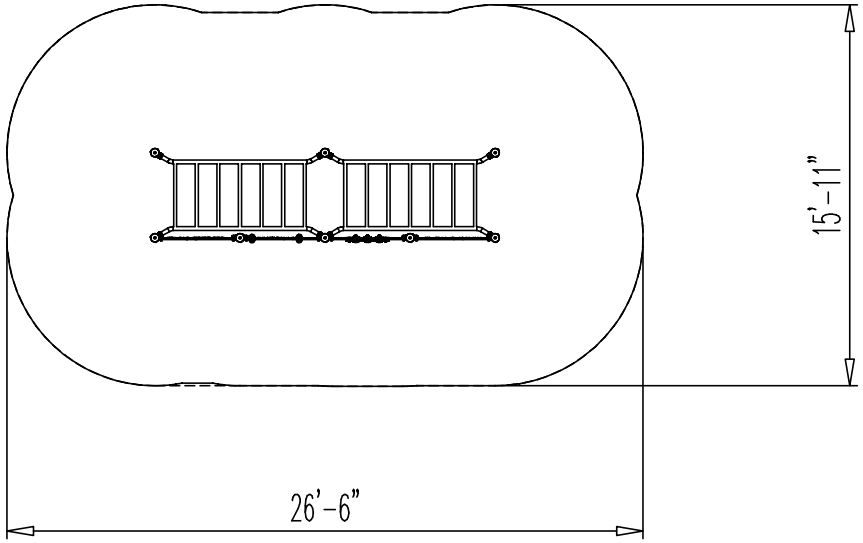
Copyright 2025 KOMPAN A/S, all rights reserved

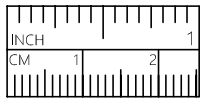
ASTM F1487

PCMS-CUSTOM

728225

1':1/8"





PLEASE NOTE: THIS IS A SKETCH

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BINDING APPROVAL FOR CUSTOM DESIGN

MOM162354

Mutual agreement for Order purchase. This Design is defined under its own KDS Identification number stated below. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are herewith accepted. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, KDS may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the project. All other modifications are subject to prior approval.

Date _____ Signature _____

The Order confirmation and lead time will not start unless signed off responsibly by project coordinator.

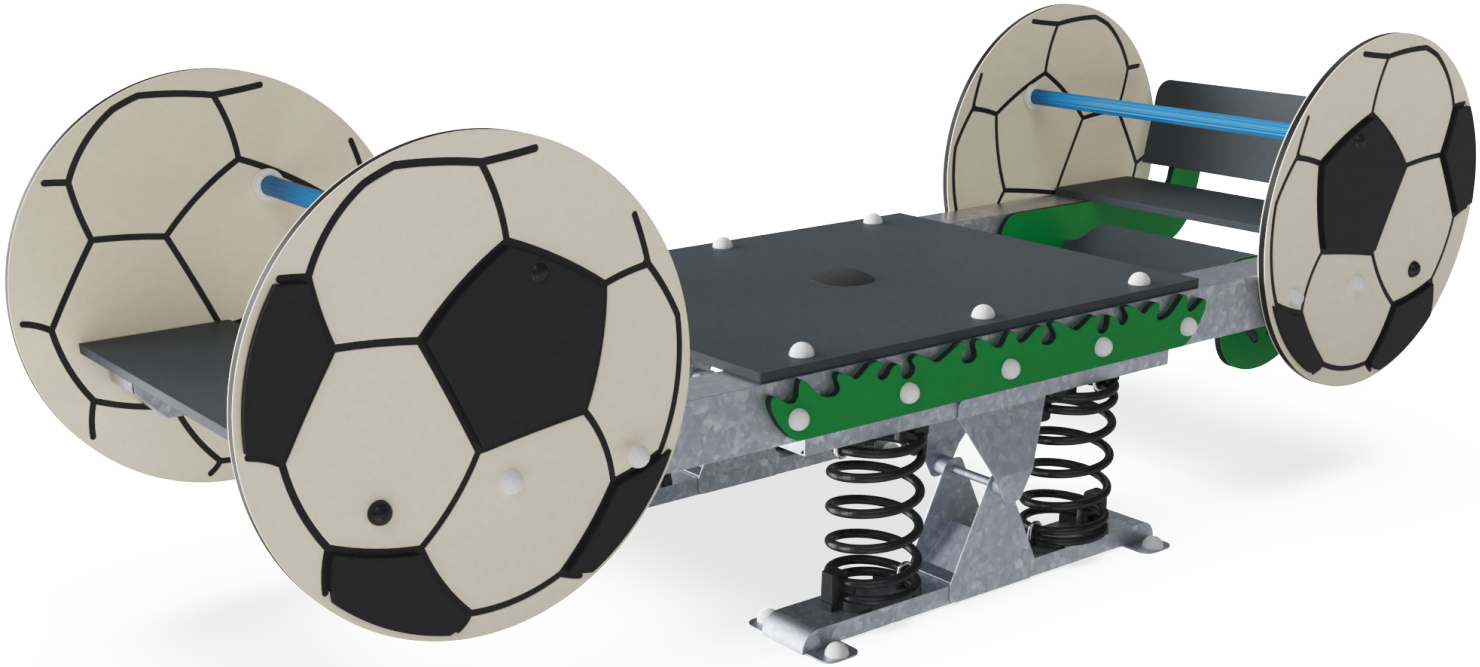
KOMPAN Let's play

Design

Age-group: 3+ years

Safety standard: EN, AS, ASTM, CSA

Footing: Inground



Created 25.9.2023

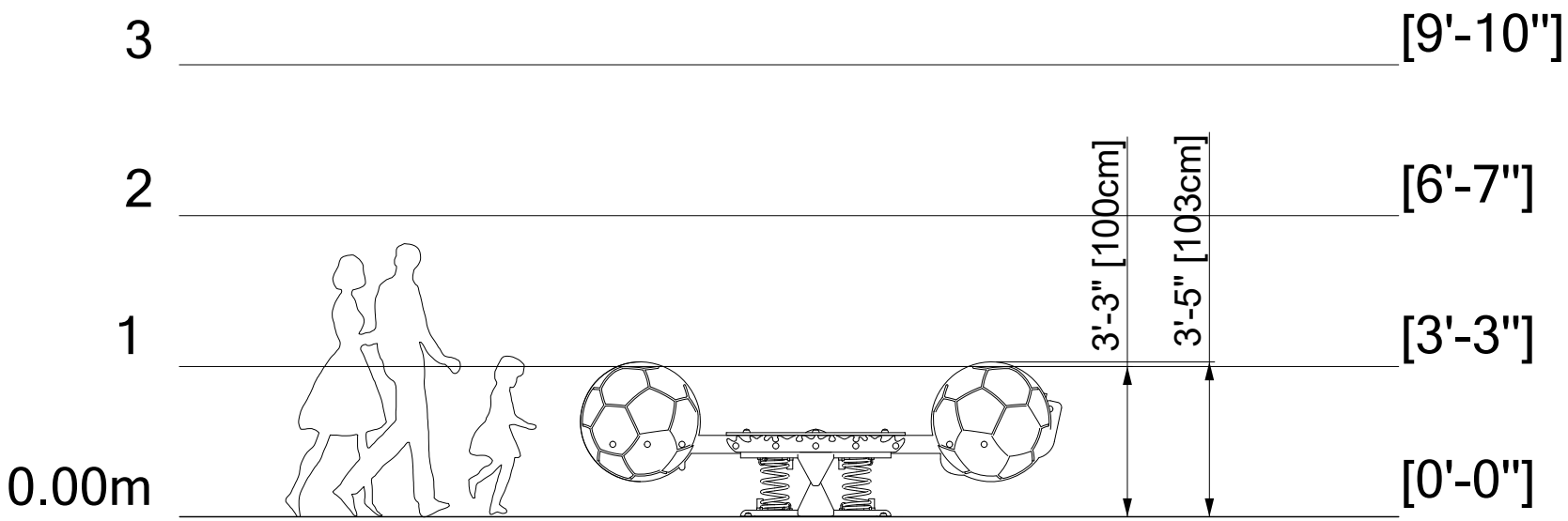
Designer CarChr

381

Main Dimensions ASTM / CSA

Max. fall height: 3’–3”

Total height: 3’–5”

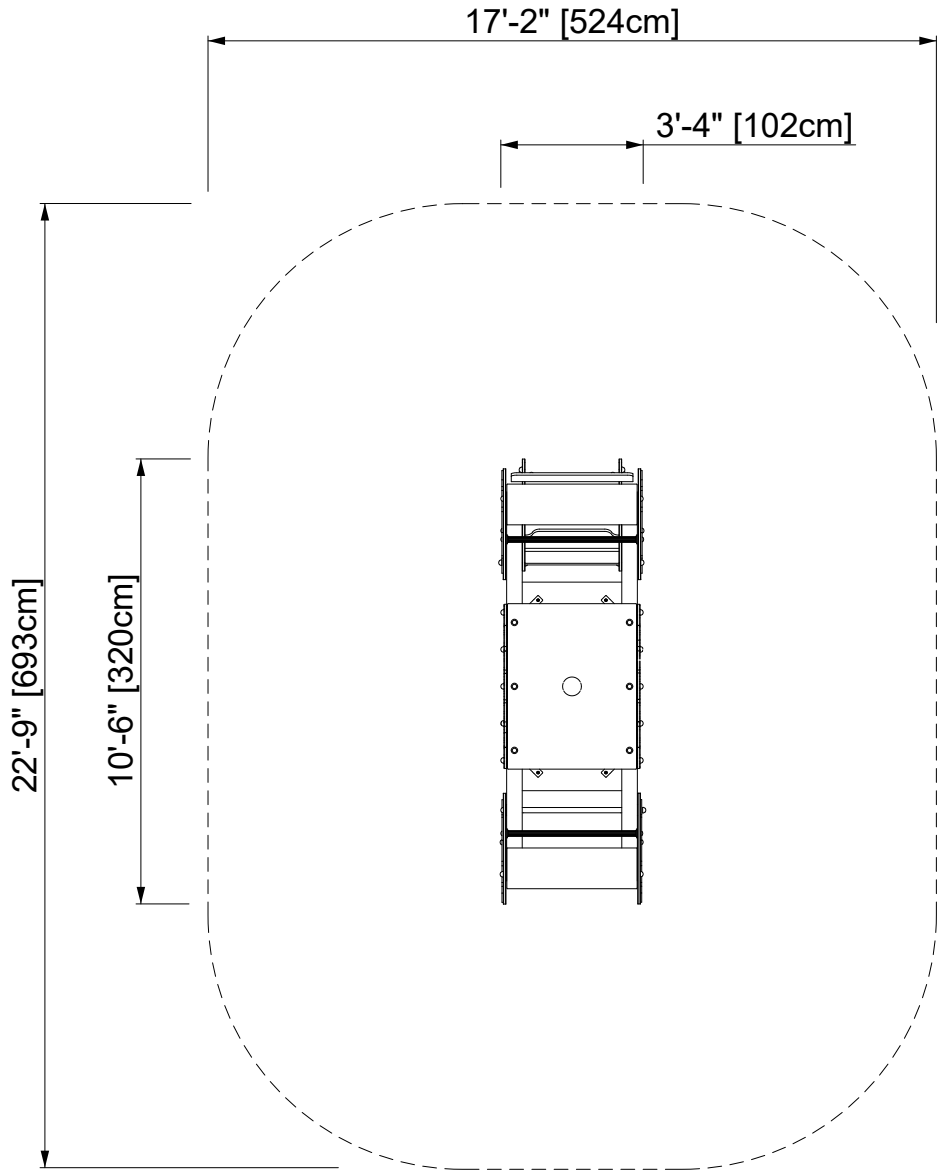


SUBJECT TO MODIFICATIONS – PRODUCTS CAN VARY FROM SHOWN PRESENTATION.
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Main Dimensions ASTM / CSA

Safety zone area: 360,6 ft²

Max. fall height: 3’–3”

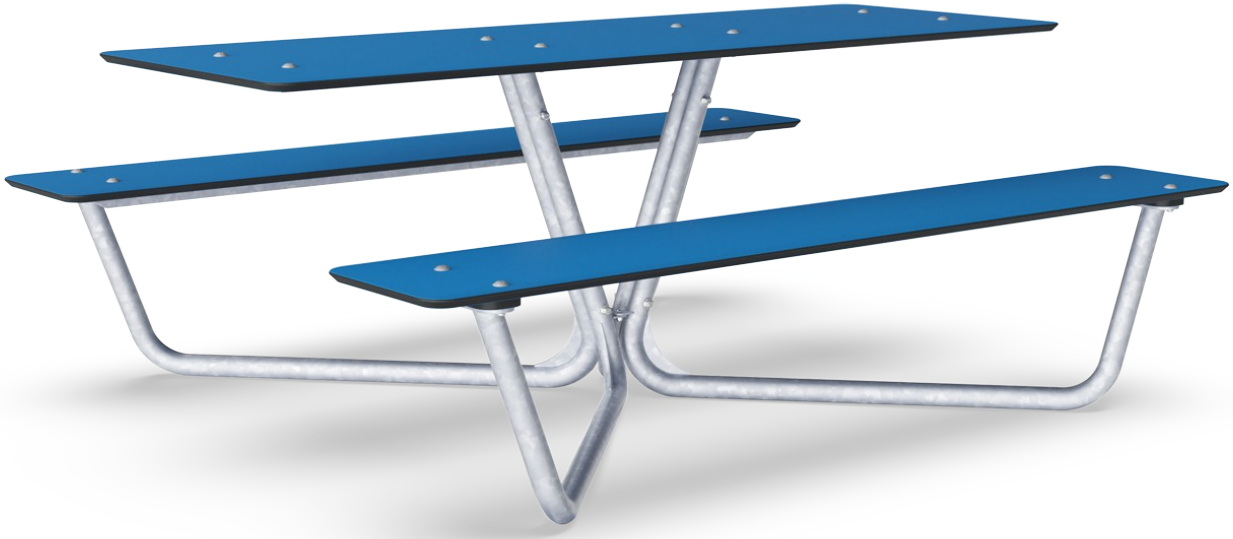


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Agora Picnic Table, Blue

PAR4075





Item no. PAR4075-0001	
General Product Information	
Dimensions LxWxH	5'6"x6'7"x2'6"
Age group	
Capacity (users)	-
Color options	



Data is subject to change without prior notice.

Agora Picnic Table, Blue

PAR4075



All boards are made of High Pressure Laminate HPL with a .7 in. thickness according to EN 438-6 and has a nonskid surface texture. The multilayer construction makes the boards durable and suited for outdoor use, with a high resistance to impacts, scratches, fire, water and humidity, as well as high UV stability.



The steel surfaces are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outdoor environments and require low maintenance. Painted steel parts are hot dip galvanized before powder coating.



Powder coated top finish on top of galvanization is processed in two steps: Light grinding and clean sweeping, powder coating - thickness 70-120 µm.

Item no. PAR4075-0001

Installation Information		
Total installation time		2.3 hours
Excavation volume		0yd³
Concrete volume		0yd³
Footing depth (standard)		0'0"
Shipment weight		369lbs
Anchoring options	Surface	✔
	In-ground	✔

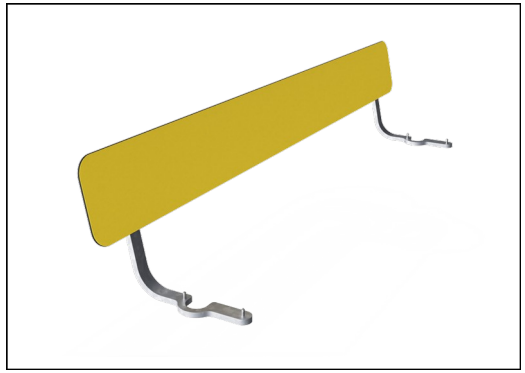
Warranty Information	
Hot dip galvanized steel	Lifetime
HPL	15 Years
Painted toplayer	10 Years
Spare Parts Availability	10 Years
Stainless steel components	Lifetime



Agora picnic tables are available in 5 different HPL colors for the boards and the steel option offers 9 additional color choices.



The furniture is a freestanding product with optional anchoring possibilities. Kompan has multiple anchoring's to fit specific requirements for individual customer projects. The anchoring is sold as separate modules.



The standard available benches and tables can be dressed up with back support, armrests, tables etc. and linked together into tailored solutions for the individual location.

Data is subject to change without prior notice.

Sustainability Data

PAR4075



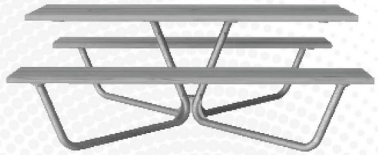
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
PAR4075-0001	536.88	4.18	22.88

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Park



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Park" represented by item no.: PAR4070-0001.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

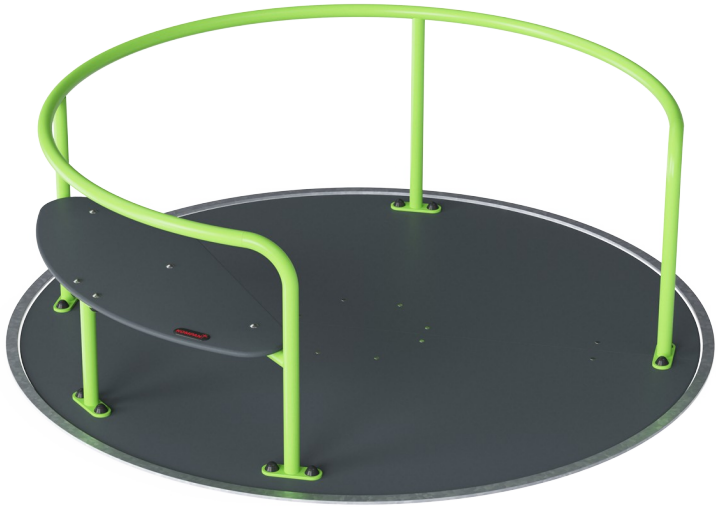
Publication date: 30. October 2023

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

Universal Carousel

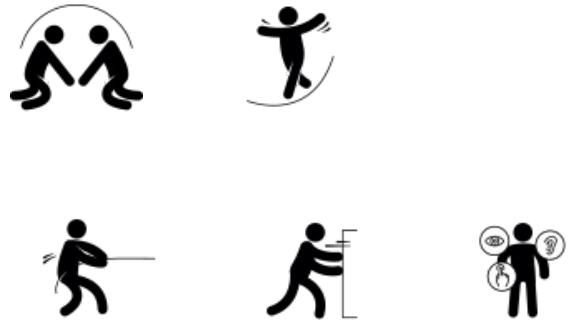
PCM157





Item no. PCM157-0205	
General Product Information	
Dimensions LxWxH	6'10"x6'10"x2'4"
Age group	2 - 12
Play capacity (users)	8
Color options	

Activities:



Balance	1
Pull	4
Push	4
Sensory	4
Socialize	1

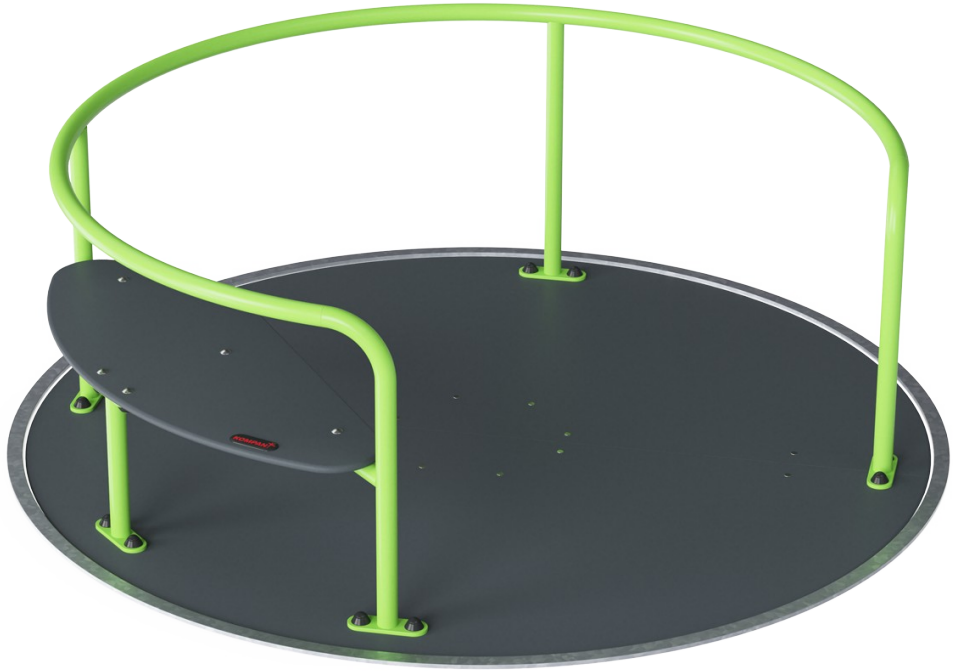
Data is subject to change without prior notice.

Universal Carousel - Play Value

PCM157

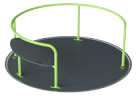


Handrails and side poles
Physical: pushing or pulling the carousel strengthens arm and leg muscles.
Social-Emotional: pushing and pulling others facilitates cooperation and empathy: when to stop, how to take turns etc.





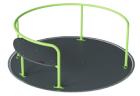
Wide open entrance
Physical: enough space for securely jumping on and off while spinning, training agility, balance and coordination, as well as building bone density.
Social-Emotional: allows space for assistive devices and wheelchairs.



Rotation
Physical: pushing or pulling into motion, children use their muscle strength and their cardio. The rotation develops the sense of balance and space when enjoying the ride.
Social-Emotional: listening and negotiating how slow or fast to go, children develop empathy and cooperation skills.



Bench
Social-Emotional: a secure resting point for less confident or physically agile users. Great point for adult users or assistants. The bench is placed to ease entry/exit.



Carousel floor
Social-Emotional: room for many users, with or without assistive devices, to spin and play together. Training of cooperation and empathy.

Data is subject to change without prior notice.

Universal Carousel

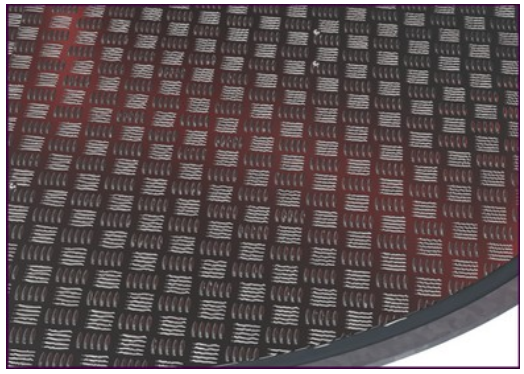
PCM157



Heavy duty designed welded carousel chassis of square steel pipes. The steel surfaces are hot dip galvanized inside and outside. The galvanization has excellent corrosion resistance in outside environments and is maintenance free.



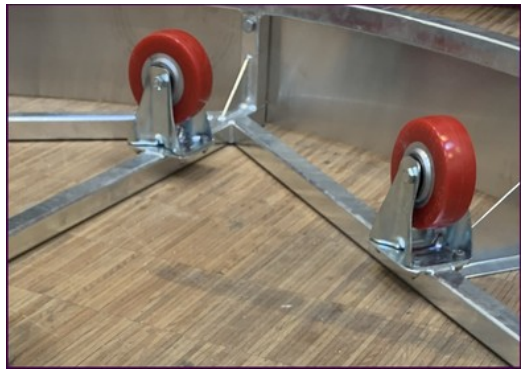
The metal parts are made of high quality steel, hot dip galvanized inside and outside with lead free zinc. On the outside, there is an additional layer of powder coating. This ensures both excellent corrosion resistance and colorful design expression.



Deck plate of 3mm thick non skid aluminum or 17,8mm thick HPL plate.For warm locations KOMPAN recommends HPL deck plate as the aluminumwill get hot in sunny conditions.Both deck plate ensures safe play for all users and are maintenance free.



Seat is made of HPL with a thickness of 17.8mm with a very high wearing strength and a unique KOMPAN nonskid surface texture.



The roller system is designed with a fully closed lifetime lubricated center bearing supported by 10 wheels with a diameter of 125mm. The outer wheels ensures a smooth rotation under heavy load.



The outside hot dip galvanized steel ring makes a clear indication where the rotation deck begins.

Item no. PCM157-0205

Installation Information	
Max. fall height	1'3"
Safety surfacing area	484ft²
Total installation time	6.3 hours
Excavation volume	2.96yd³
Concrete volume	0.73yd³
Footing depth (standard)	1'1"
Shipment weight	829lbs
Anchoring options	In-ground ✔

Warranty Information	
Aluminum deck	15 Years
Bearing construction	5 Years
Hot dip galvanized steel	Lifetime
HPL seat	15 Years
Spare Parts Availability	10 Years

Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Sustainability Data

PCM157



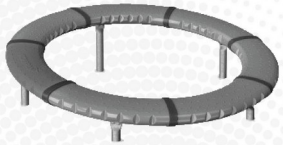
Cradle to Gate A1-A3	Total CO_2 emission	CO_2e/kg	Recycled materials
	kg CO_2e	kg CO_2e/kg	%
PCM157-0205	1,141.47	5.00	27.03

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S
C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark

Validation of CO_2 calculation method
BUREAU VERITAS
HSE Denmark A/S

Verification of CO_2 calculation of: Freestanding play equipment



Data version no. 2023-10-05

The CO_2 calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Freestanding play equipment" represented by item no.: GXY916012-3417.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025
Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO_2 calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

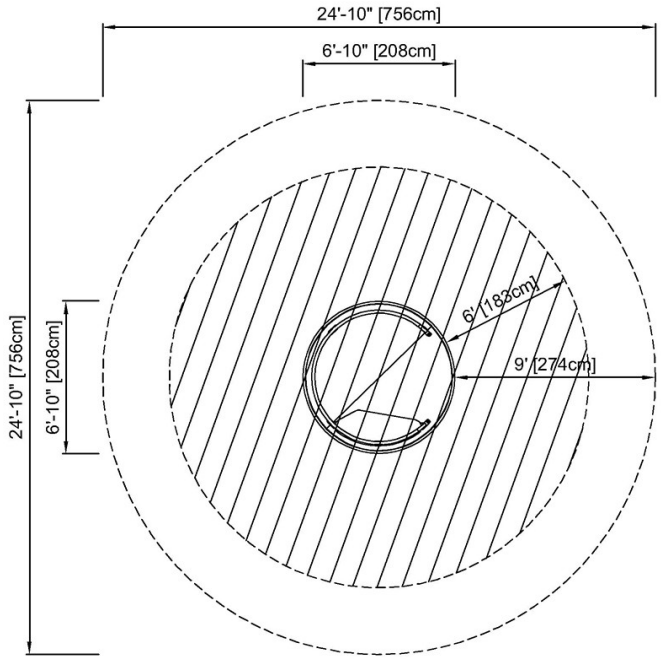
By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

Data is subject to change without prior notice.

Universal Carousel

PCM157

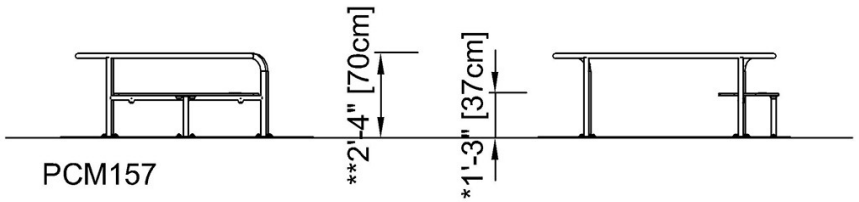
* Max fall height | ** Total height | *** Safety surfacing area



PCM157
* 1'-3" / 37cm
** 2'-3" / 70cm
*** 483.9ft² / 45m²

Click to see TOP VIEW

* Max fall height | ** Total height



Click to see SIDE VIEW

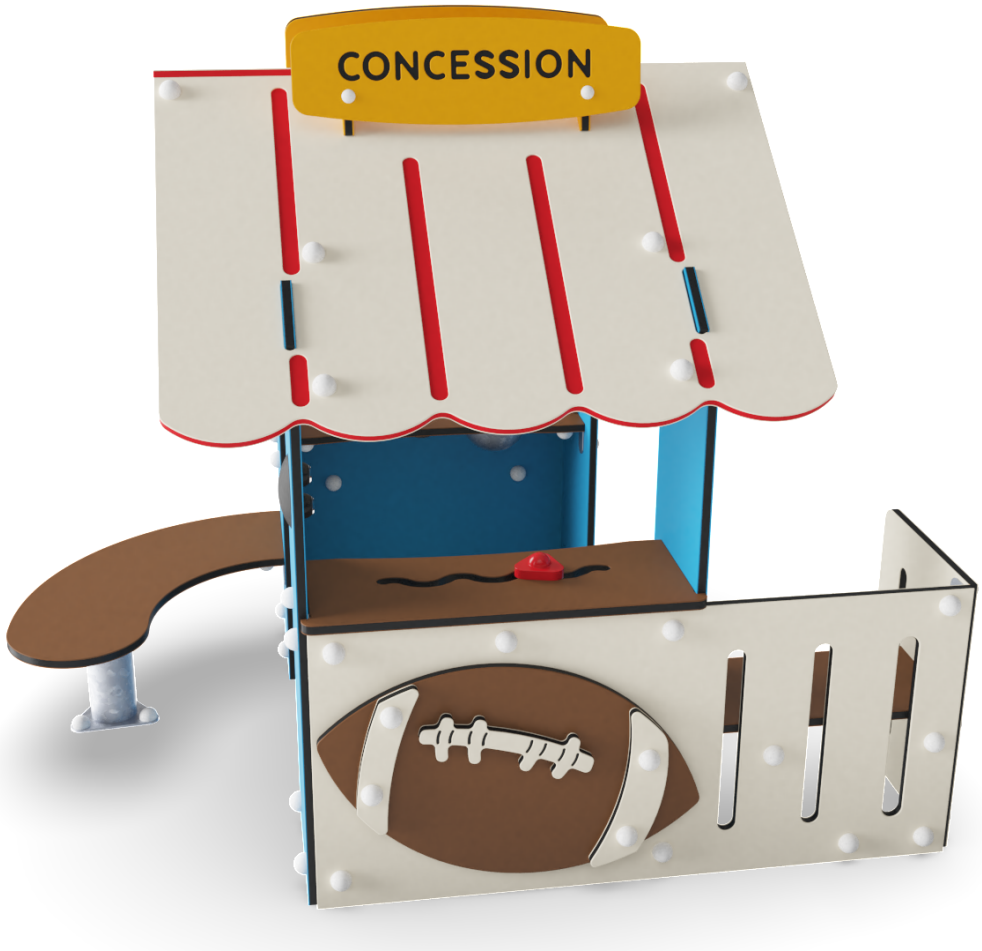
Data is subject to change without prior notice.

Binding approval for Variant Design
When pressing "Prepare to order" in CRM all purchases are subject to this design. This design is defined under its own KOMPAN identification number, which is stated in upper right corner. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are hereby accepted when placing the order. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, Variant Team may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the construction. All other modifications are subject to prior approval.

KMS-MOM-CUSTOM

9701087



Identical w/:	M700071-3518P
Footings:	70 cm
Include Spec Parts:	Yes, HDPE panels
Color:	HDPE (Red) -0301 HDPE (Yellow) -0310 HDPE (Light Blue) -0311 HDPE (Orange) -0317 HDPE (Brown) -0326

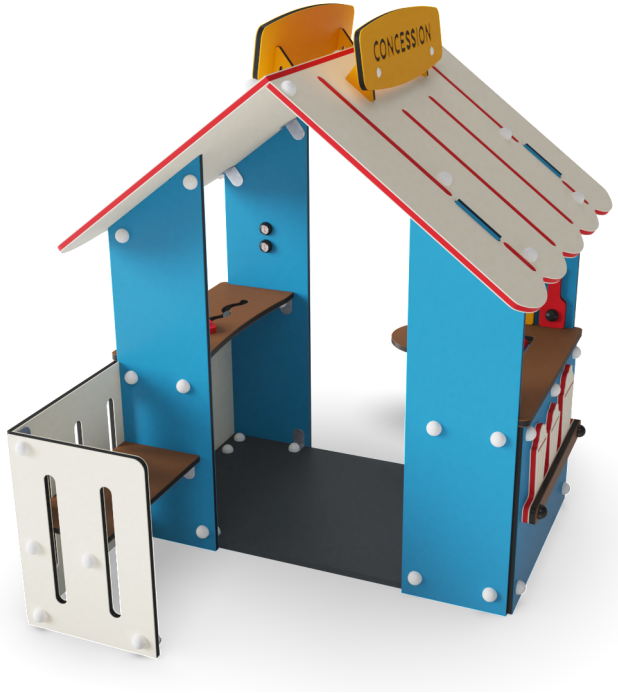
Designer MarLin
Created 09.09.2025

PLEASE NOTE: THIS IS A SKETCH

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ASTM F1487

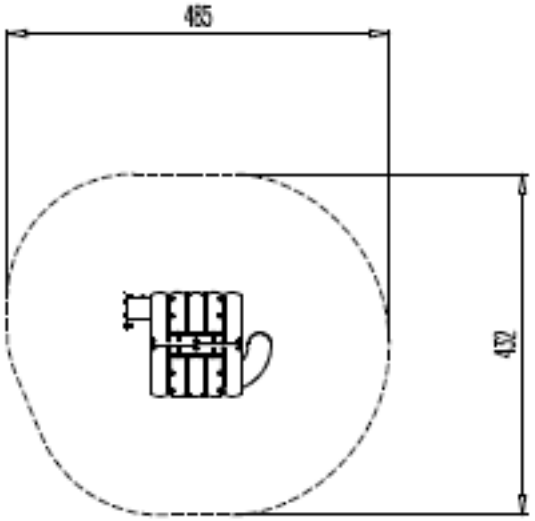


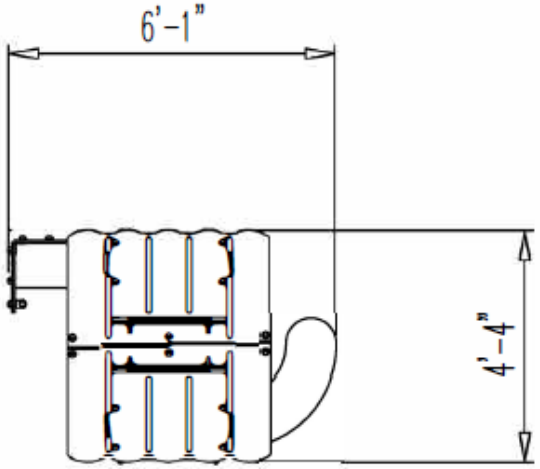


PLEASE NOTE: THIS IS A SKETCH

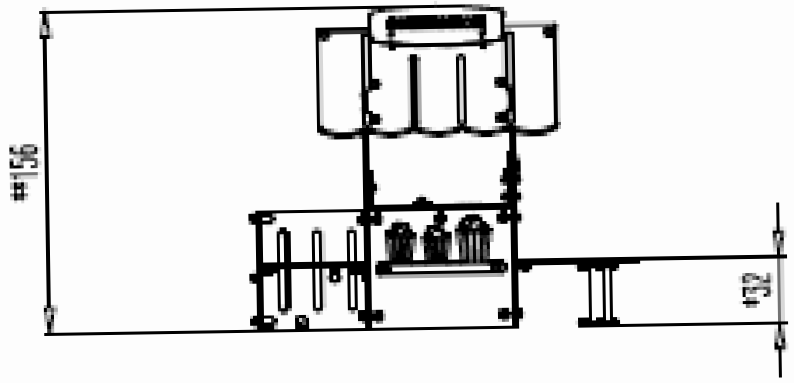
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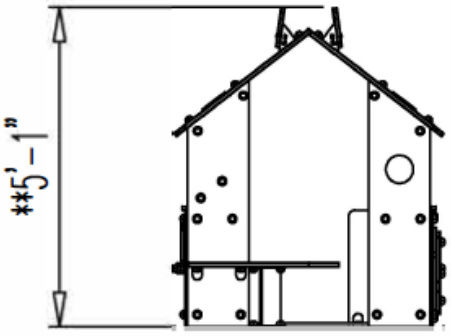
ASTM F1487





1':1/4"





PLEASE NOTE: THIS IS A SKETCH

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FINAL DESIGN

BINDING APPROVAL

Mutual agreement for Order purchase. This Design is defined under its own KDS Identification number stated below. All constructional details, dimensions, materials, colours and specifications shown on attached datasheets (plan, side, perspective view + safety zone) are herewith accepted. Changes are no longer possible.

Notwithstanding the aforementioned and without changing the overall design, KDS may in the construction phase, without obtaining approval, perform smaller modifications when deemed beneficial or necessary for the project. All other modifications are subject to prior approval.

KNS8500229N

Date _____ Signature _____

The Order confirmation and lead time will not start unless signed off responsibly by project coordinator.



Created 12.9.2025

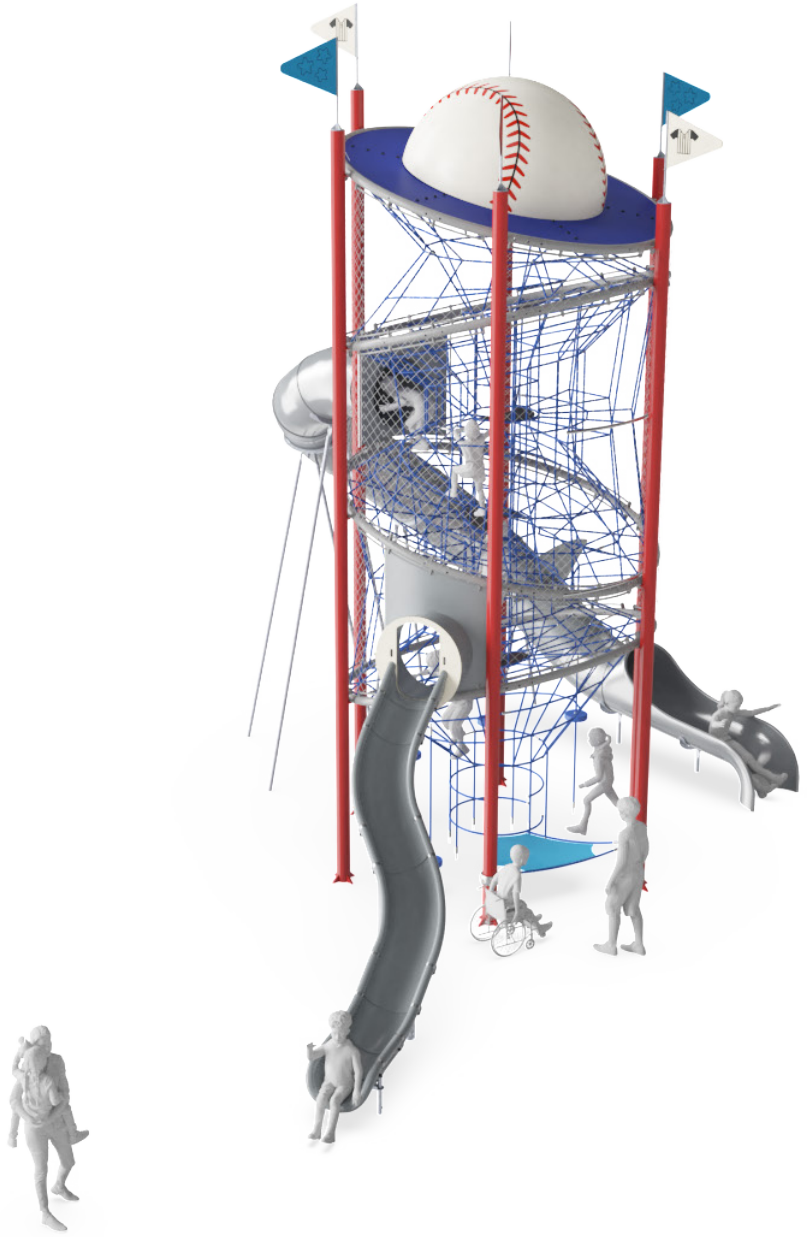
Designer MartBl

395

Design

ASTM F1487 / 5–12 years

Inground Footing



SUBJECT TO MODIFICATIONS – PRODUCTS CAN VARY FROM SHOWN PRESENTATION.

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Activities

1. Slides
2. 3D net
3. Lianas with EPDM discs
4. ADA transfer membrane



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Main Materials

Steel posts / construction



Red RAL 3001



White RAL 9003

Ropes



Ultra marine blue

PE Slide



Grey

Membrane



Blue



Black

EPDM



Sky Blue

HDPE elements



Red



Light blue



Medium blue



White

Transparent items

Clear window

Others



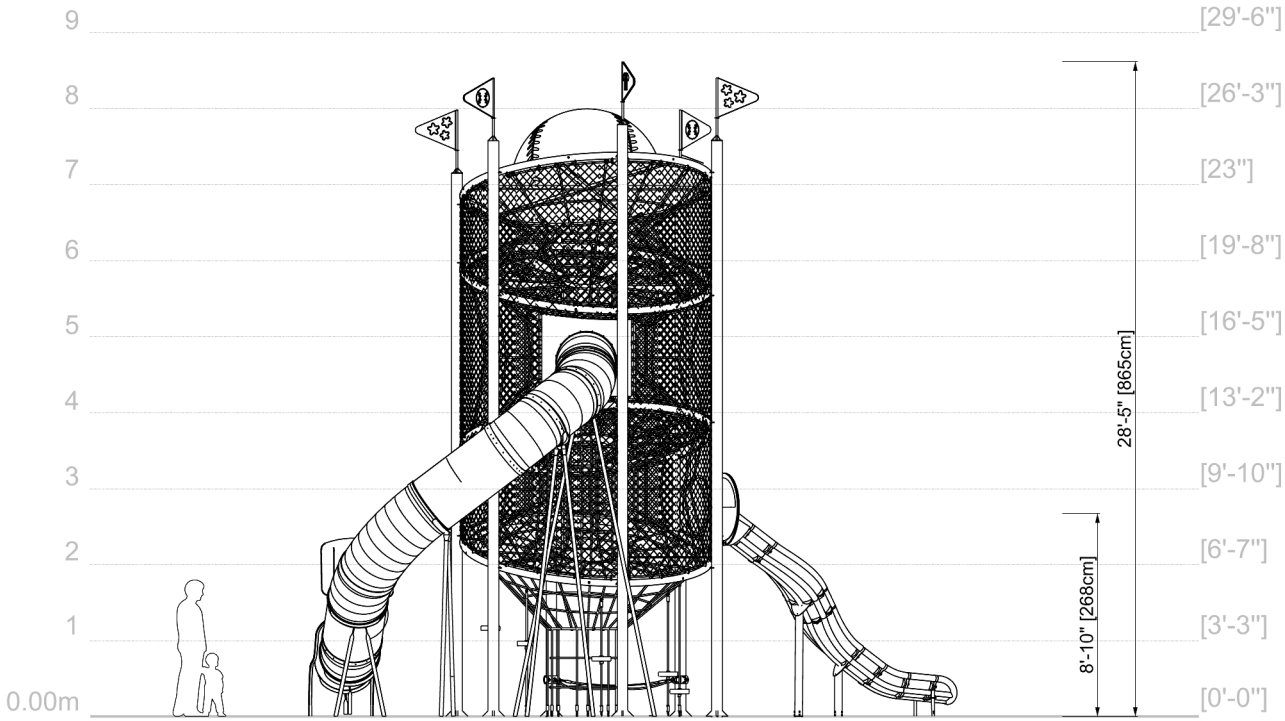
PUR
Black

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Sideview

ASTM F1487

Max. fall height: **8’-10”** [268cm] **/** Total height: **28’-5”** [865cm]



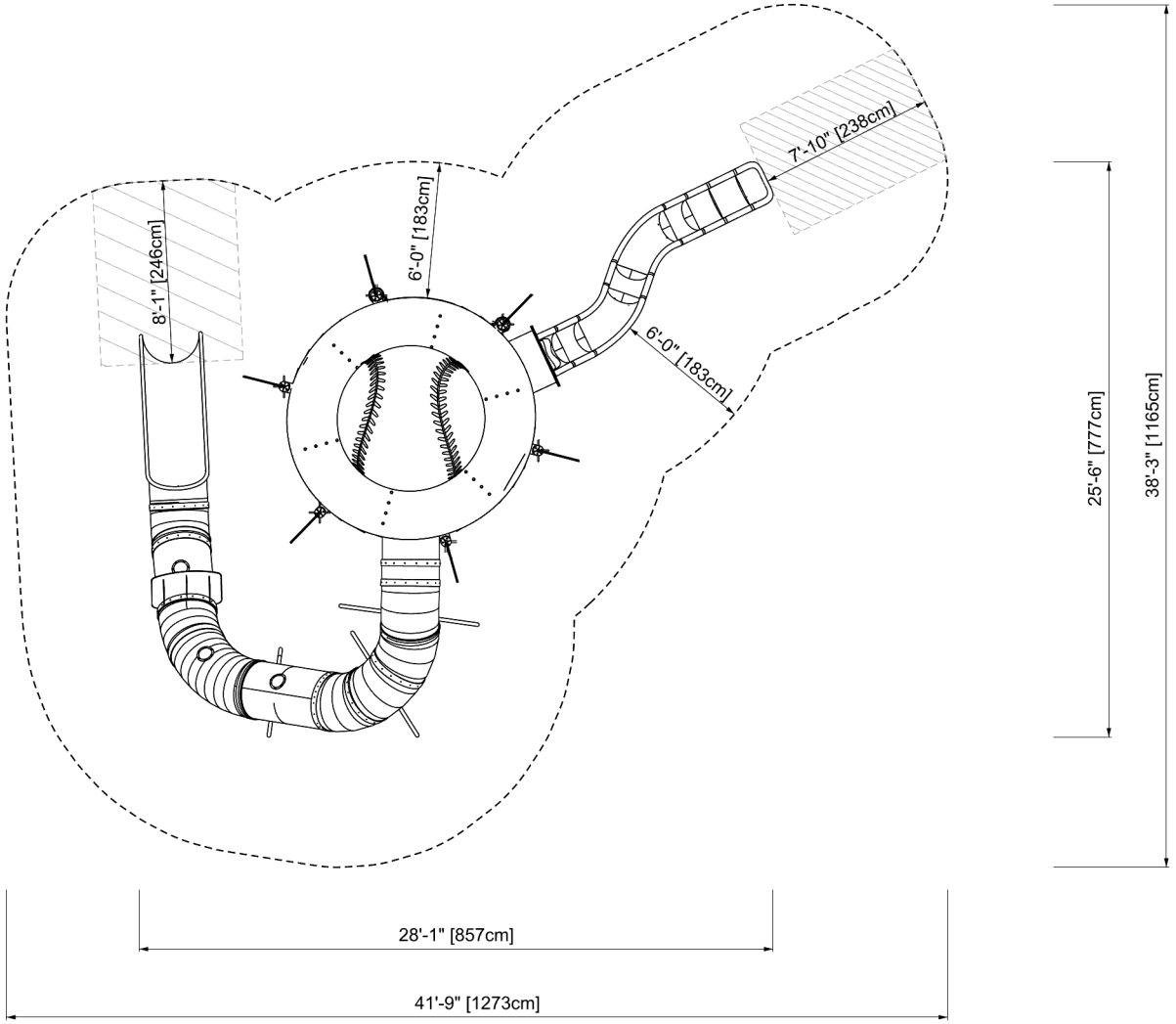
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Footprint

ASTM F1487

Max. fall height: **8’-10”** [268cm] / Total height: **28’-5”** [865cm] / Use zone area: **960ft²** [89.2m²]



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FINAL DESIGN

BINDING APPROVAL

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KMS9700618

Date _____ Signature _____

The Order confirmation and lead time will not start unless signed off responsibly by project coordinator.



Created 29.10.2024

Designer AliBel

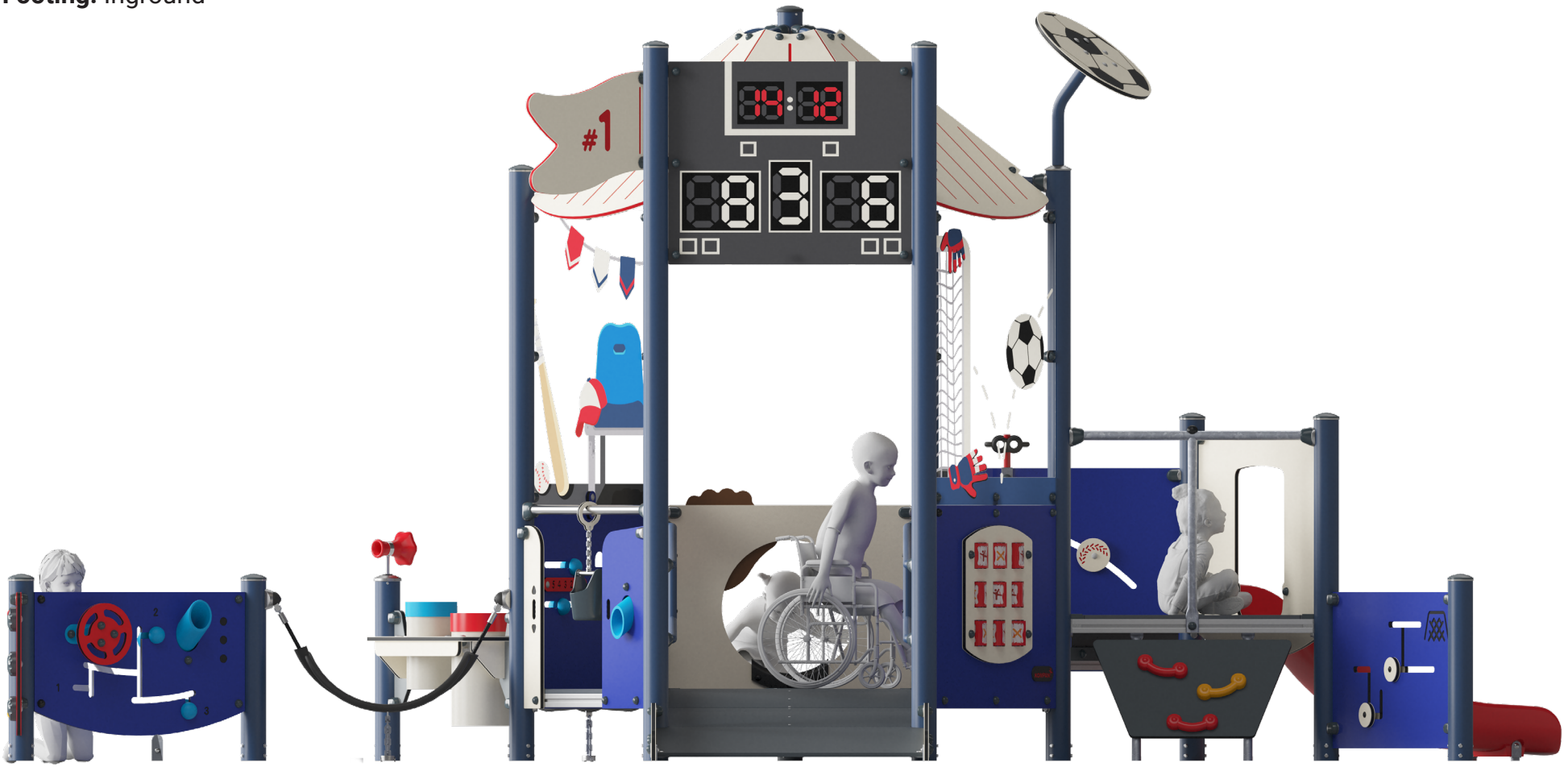
401

Design

Age-group: 4–12 years

Safety standard: EN

Footing: Inground



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Design

Age-group: 4–12 years

Safety standard: EN

Footing: Inground



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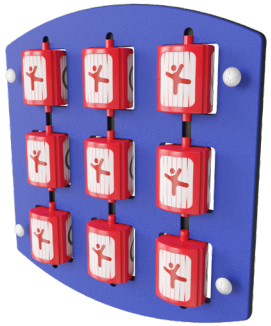
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Activities

1. Slide



2. Tic-Tac-Toe Panel



3. Hammock





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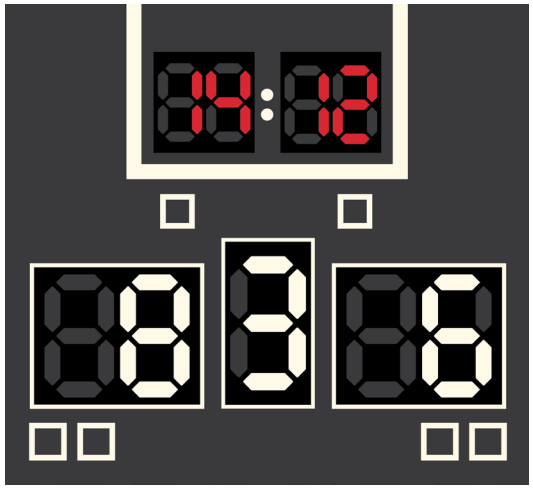
Activities

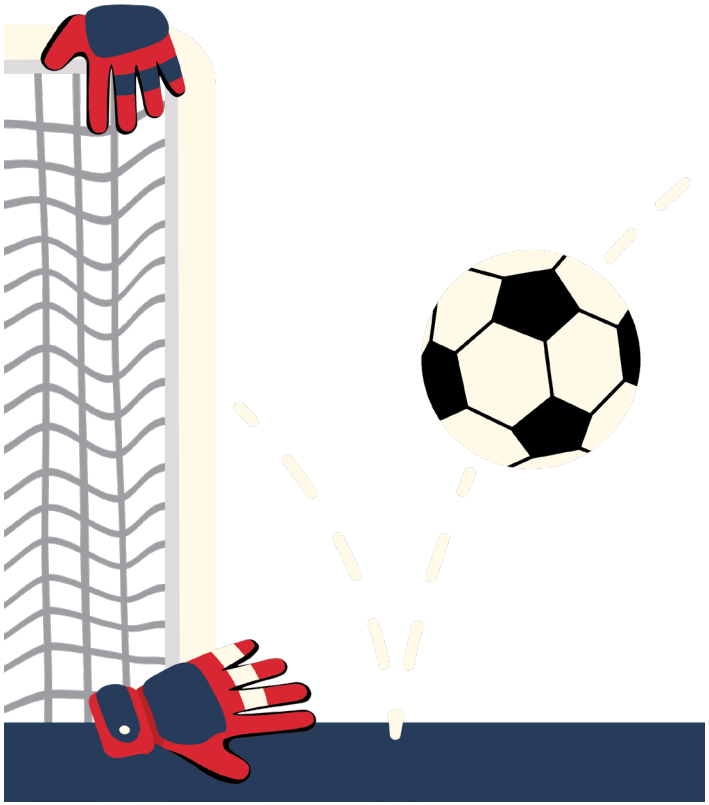
4. Accessible Ramp
5. Gearshift and Tube Panel
6. Turn Disk and Sound Creator
7. Binoculars
8. Megaphone
9. Custom Play Panels
10. Drums
11. Crawl-Through Hole



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Graphic Panels







Semi-transparent panels Yes (No)

Illustrator ZoyVol

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Main Materials

HDPE Elements

- White
- White w. red core
- Sand
- Brown
- Red
- Medium blue

Ropes

- Black

Steel Constructions

- Night sky blue (matt)
- Stainless Steel
- Galvanized Steel

Transparent Items

- Polycarbonate with print

Rotomoulded Items

- Red

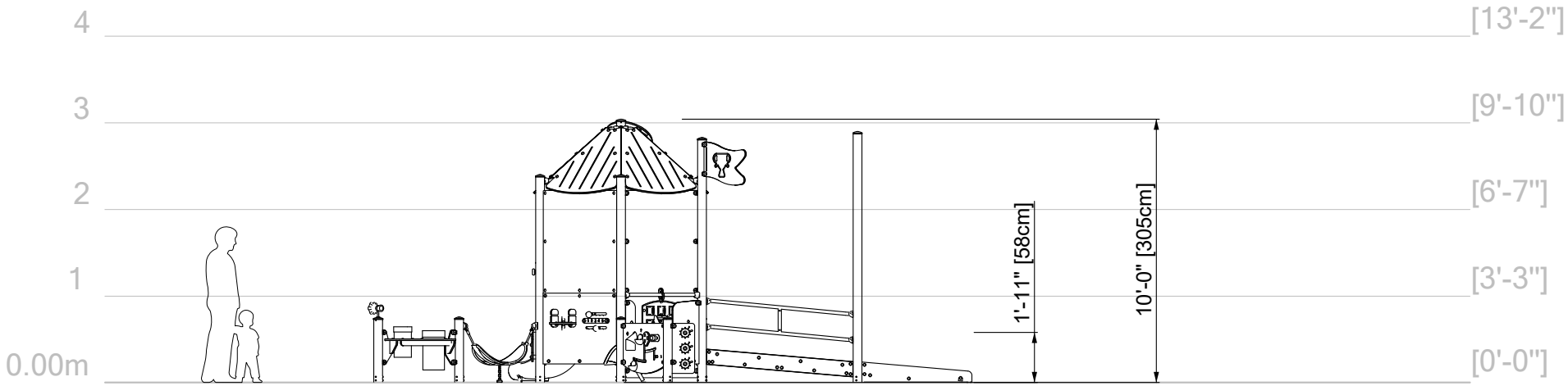


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Main Dimensions

Max. fall height: 58 cm / 1’–11”

Total height: 305 cm / 10’–0”

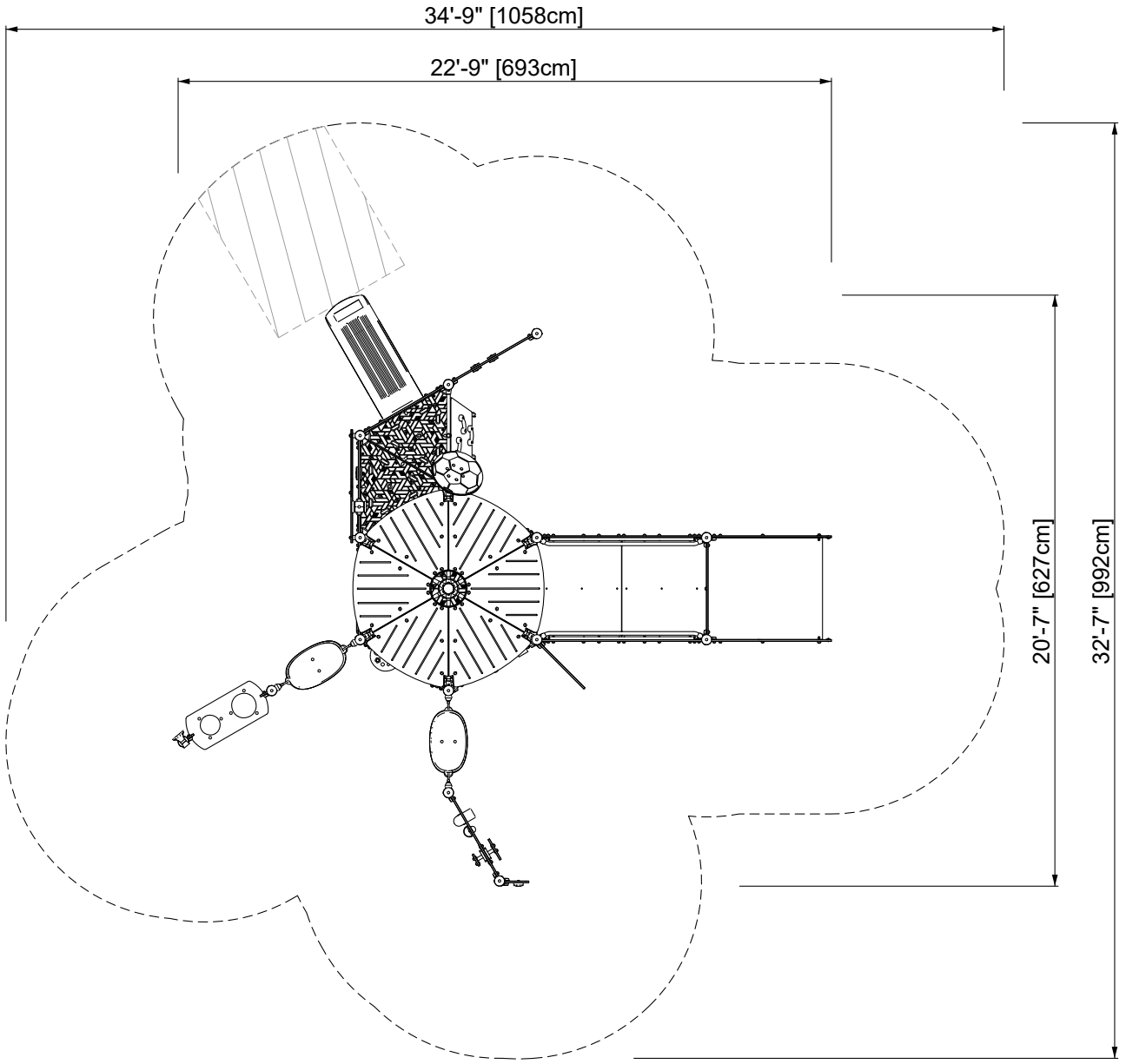


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Main Dimensions

Safety zone area: 69 m^2 / 742,3 ft^2

Max. fall height: 58 cm / 1’–11”



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General Conditions

Design Rights
All design rights belong to Kompan.
Dispensation from this can only be given by Kompan Group Management and requires a written confirmation.

Warranty
The Product is covered by the general KOMPAN Warranty.

Maintenance and After Sales Support
Products should be maintained according to the instructions in the KOMPAN Maintenance Manual delivered with the product.
In case maintenance requires spare parts please take contact to Business Support.
Products are not included in the Kompan Master.

Installation
Installation instruction will not be available within the same scope as KOMPAN standard products.
Supervised installation can therefore be required using experienced staff from the KOMPAN Design Studio production Team.
The extend of supervision will be accessed according to the respective product and will be stated separately in the Quotation by the KOMPAN Design Studio.
Dispensation from this can only be given by Kompan Design Studio and requires a written confirmation.

Safety and Compliance
The product is delivered with a Kompan Compliance Statement.
On site compliance inspection is mandatory.

Products from KOMPAN Design Studio are unique products designed for this particular purpose.

They are designed in accordance with the requirements of the safety standard relevant for the market or the one specified as preferred. KDS products are not certified. The products are evaluated for compliance in both design and engineering phase and the results documented in a compliance statement. For EN1176 / AS4685 a verification of the layout from TÜV Product Service GmbH can be supplied as well. Final confirmation of compliance must be done on site.

SUBJECT TO MODIFICATIONS – PRODUCTS CAN VARY FROM SHOWN PRESENTATION.
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Deliverable Timeline

05

Deliverable Timeline

Milestone	Description	Projected Timeframe
RFP Design	Create preliminary design and proposal package that supports the requirements in the RFP. A dedicated partner capable of designing, supplying and constructing a playground at Turnbull Bay Sports Complex	4-1/2 weeks
Post Award	Work collaboratively with the City and other key stakeholders to make any adjustments or enhancements as it pertains to the site dimensions, materials and play value. Resources included are, but not limited to: Local Playground Consultant (Stacy Moseley), Designers, and the Bid & Proposal staff. **We do not charge for our Design services**	*To be determined once confirmation of design is finalized if additional changes occur.*
Plan/Order Processing	KOMPAN's Proposal Team formally hands off project to dedicated Project Management Team. Equipment for the project is ordered accordingly. The PM Team will begin addressing deliverables and establishing hard dates with the City and other key stakeholders as it relates to scope.	
Production/Distribution	KOMPAN's manufacturing facility builds the products as approved by the City. Since KOMPAN is a turnkey provider, the PM Team has direct visibility to progress and expected delivery times, which is relayed to the City and key stakeholders during regularly scheduled calls.	*Expected lead time for proposed equipment = 29 – 31 weeks*
Demolition/Sitework	KOMPAN-certified installer will remove the existing playground, surfacing, fencing and prep the site.	*Expected turnaround = 2 weeks*
Equipment Installation	KOMPAN-certified installer will assemble and install the 28 KOMPAN products (subject to change) from this proposal. Playground Rescue will restore the existing concrete baseball feature at the entrance of the park.	*Expected turnaround = 5 weeks*
Surfacing Installation	A KOMPAN-selected partner will apply crushed stone subbase and cover with artificial turf as required in the solicitation.	*Expected turnaround = 3 weeks*
Final Inspection	Work closely with the City to assure high level of quality and distribute "close out" documents, which includes an ongoing support plan from KOMPAN's Customer Care Team. Notification to respected parties in writing when project is ready for final inspection will also occur.	

Warranty

06

Product Warranty

We Have Industry-leading Warranties

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

** KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms and delivery conditions apply and supplement this warranty.*

- High-pressure laminate (HPL) parts
- Aluminium parts

- TexMade™ posts
- Pre-galvanized posts with painted top layer
- Painted surface on galvanized or aluminium metal parts
- Electrogalvanized metal parts
- Molded PP decks
- Solid plastic parts
- Hollow plastic parts
- Transparent Poly Carbonate (PC) parts
- Wood-plastic composite (WPC) parts
- Robinia, Siberian larch, pine, and other wood types
- Stainless Steel Slides
- Rope and net constructions

- Resin coated plywood parts
- Springs and ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy Connection Balls

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

SAFETY STANDARDS

'In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Play spaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.'

Installation Warranty

We Have Industry-leading Warranties

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Profession- al installer free of charge.

PROPER INSTALLATION AND MAINTENANCE
The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for the ICON electrical components are dependent on those products being installed by an ICON trained and approved installer.

WARRANTY EXCLUSIONS
This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

NEAR WATER INSTALLATIONS
Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion.
Specially designed products (handled Variant department for customized products and upgraded to corrosion class C4) installed within 650 feet from the shore will be covered by 5 years of warranty in relation to structural defects caused by corrosion.

THIRD-PARTY SUPPLIED PRODUCTS & SERVICES
KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers.
This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

FREIGHT AND WAREHOUSING
Global transport and logistics arranged by KOMPAN appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.



Spare Parts

In many ways once your installation has been completed our work is only just beginning.

Stacy Moseley will remain your point of contact to:

- Manage after sales enquiries
- Response window within 24-48 hours
- Spare parts identification
- Process any orders / claims
- Ensure speedy dispatch of replacements to minimize disruption to your play area

Fast Delivery

On our website www.KOMPANMASTER.com you will find exploded drawings for every product within our ranges. Standard consumable spare parts are usually available for delivery between 10 and 20 working days. However, if a need is urgent, we can arrange for them to be priority shipped.

See more and place your order for Spare parts HERE!

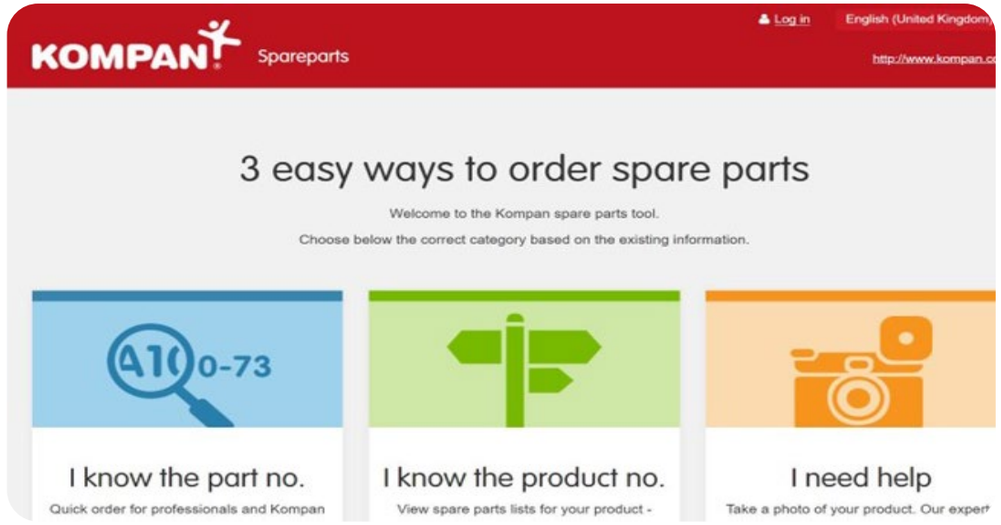
In addition to the support offered by our KOMPAN Spare Parts department, we have developed an easy-to-use web tool so that spare parts can be ordered directly via our website.

Here customers can order spare parts in **3 different ways:**

1 Knowing the specific part number

2 Knowing the product number

3 By uploading photos of the playground and spare part needed



Let's pla

Fee Proposal

07

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Quote No.	SP157505-7
Customer No.	480065
Document Date	09/11/2025
Expiration Date	12/15/2025

Sales Representative	Stacy Moseley
Email	StaMos@Kompan.com
Phone No.	904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
	EQUIPMENT					
TPP29510-0008 	Loop Arc, Blue Ral5010 No Bracket - Included	2	Pieces	1,640.00	5.00	3,116.00
TPP29311	Loop Rubber Feet R2, Rubber F. Loop - Circle	6	Pieces	40.00	5.00	228.00
PCMS-CUSTOM 	American SIgn Language Sign In-ground 725405	1	Pieces	3,290.00	30.00	2,303.00
PAR3003-0601 	Sign M Age 2-5 In-ground 60cm	1	Pieces	800.00	30.00	560.00
KMS-PCM-CUSTOM 	Baseball Theme Play Tower with Ramp In-ground 9700618	1	Pieces	54,200.00	30.00	37,940.00
PAR4051-0626 	Agora Bench & Backrest, Light Blue - Thermo Ash In-ground 60cm	3	Pieces	1,890.00	30.00	3,969.00

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Quote No.	SP157505-7
Customer No.	480065
Document Date	09/11/2025
Expiration Date	12/15/2025

Sales Representative	Stacy Moseley
Email	StaMos@Kompan.com
Phone No.	904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
MOM-CUSTOM 	Sports Seesaw In-ground 162354	1	Pieces	9,600.00	30.00	6,720.00
PCM157-0201 	Universal Carousel - Red HPL Deck Plate, In-ground 20CM	1	Pieces	16,000.00	30.00	11,200.00
PCMS-CUSTOM 	Inclusive Overhead Ladder In-ground 728225	1	Pieces	8,550.00	30.00	5,985.00
PCT801-CUSTOM 	Inclusive Funpoint Creator In-ground 20401874	1	Pieces	9,580.00	30.00	6,706.00
KSW928-CUSTOM 	Swings - 2 infant, 2 belt, Duo, ADA, Basket seat In-ground 20401871	1	Pieces	16,480.00	30.00	11,536.00
PAR3003-0604 	Sign M Ages 5-12 Years HDG - In-Ground	1	Pieces	800.00	30.00	560.00

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Quote No.	SP157505-7
Customer No.	480065
Document Date	09/11/2025
Expiration Date	12/15/2025

Sales Representative	Stacy Moseley
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PCM157-0201 	Universal Carousel - Red HPL Deck Plate, In-ground 20CM	1	Pieces	16,000.00	30.00	11,200.00
PCMS-CUSTOM 	Inclusive Overhead Ladder In-ground 728225	1	Pieces	8,550.00	30.00	5,985.00
PCT801-CUSTOM 	Inclusive Funpoint Creator In-ground 20401874	1	Pieces	9,580.00	30.00	6,706.00
KSW928-CUSTOM 	Swings - 2 infant, 2 belt, Duo, ADA, Basket seat In-ground 20401871	1	Pieces	16,480.00	30.00	11,536.00
PAR3003-0604 	Sign M Ages 5-12 Years HDG - In-Ground	1	Pieces	800.00	30.00	560.00

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Quote No.	SP157505-7
Customer No.	480065
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Phone No.	904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
MOM-CUSTOM	Custom Cocowave Blue - RAL5002 In-ground 161713	1	Pieces	14,900.00	30.00	10,430.00
KMS-MOM-CUSTOM 	Football Playhouse In-ground 9701087	1	Pieces	8,100.00	30.00	5,670.00
KNS-CUSTOM 	Tower in baseball theme Play towers 8500229N	1	Pieces	429,281.00	30.00	300,496.70
US-FRN-FWR-I-IG	Indigo Flower Inground Mount Kit	1	Pieces	2,063.00	5.00	1,959.85
US-FRN-BFLY-O-IG	Orange Butterfly - Toddler Inground Mount Kit	1	Pieces	1,822.00	5.00	1,730.90
US-FRN-TD-IG-N 	Tuned Drums- Normal Height With In Ground Mount Kit	1	Pieces	5,541.00	5.00	5,263.95

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Quote No.	SP157505-7
Customer No.	480065
Document Date	09/11/2025
Expiration Date	12/15/2025

Sales Representative	Stacy Moseley
Email	StaMos@Kompan.com
Phone No.	904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US-FRN-FWR-Y-IG	Yellow Flower - Toddler With Inground Mount Kit	1	Pieces	2,063.00	5.00	1,959.85
US-FRN-BFLY-I-IG	Indigo Butterfly - Toddler With Inground Mount Kit	1	Pieces	1,822.00	5.00	1,730.90
INSTALL SPECIAL	Installation of KOMPAN Equipment includes Prevailin Wage	1	Pieces	197,666.67		197,666.67
FREIGHT	Freight	1	Pieces	54,624.79		54,624.79
	SITEWORK AND SURFACING					
US-EXCAVATION	Excavation/Disposal of exisiting PIP, rock, grass and dirt	11,897	Sq. Feet	4.23077		50,333.47
US-DEMO	Demolition of existing equipment	1	Pieces	11,076.92		11,076.92
US-TURF INSTALLED	Turf - Supply & Install Green Playground Turf, 4" crushed stone, padding per CFH, infill edges flush to concrete	11,897	Sq. Feet	20.00		237,940.00
US-REPAIR	Restore Specialty Item, Larg Concrete Baseball Mounment - strip old paint/ recolor (wht gloss +red)	1	Pieces	1,153.85		1,153.85

Sales Proposal

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
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Quote No.	SP157505-7
Customer No.	480065
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Sales Representative	Stacy Moseley
Email	StaMos@Kompan.com
Phone No.	904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US-CONCRETEWORK	Provide concrete pad for the picnic table area	1,082	Sq. Feet	21.53846		23,304.61

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Excludes sitework, products, & services not listed.

Assumes site to be accessible & install ready.

Please allow 29-31 weeks for product delivery upon order placement.

Equipment is as per Turnbull Bay Sports Complex Site Plan version K1.0 - dated 09/10/25

Using existing Sidewalks as borders
Removal of existing fence by others

Description	Qty	Retail Price	Discount	Net Price
No. of Products	28			
Subtotal - Products		594,082.00		420,065.15
Subtotal - Sitework		84,715.00		84,715.00
Subtotal - Surfacing		237,940.00		237,940.00
Subtotal - Installation		198,820.52		198,820.52
Subtotal - Freight		54,624.79		54,624.79
			Discounts	-174,016.85
Total USD				996,165.46
Does not include additional items listed below				

Sales Proposal

Quote No. SP157505-7
Customer No. 480065
Document Date 09/11/2025
Expiration Date 12/15/2025

City of New Smyrna Beach
David Burgoon
210 Sams Avenue
New Smyrna Beach, FL 32168

Sales Representative Stacy Moseley
Email StaMos@Kompan.com
Phone No. 904-716-7605 / 800-426-9788

Project Name US299192 Turnbull Bay Sports Complex

Additional Items

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
US-SA-CUSTOMSHADE	Supply & Installation of Custom Shade (6) Tri sails with (12) Powder Coated Posts	1	Pieces	111,461.54		111,461.54
US-SA-SHADE-ENGDRW	ENG Sealed DRW & CALC for Shade	1	Pieces	4,384.62		4,384.62
US-FENCING INSTALLED	Supply and Installation of Fencing per specifications by LF Type of Fence, list attributes 4' High Black 2 Rail Commercial Grade Aluminum Fence includes 4' Walk Gate	532	Feet	70.71		37,617.72
PAR4075-0001 	Agora Picnic Table - Blue + HDG Freestanding	4	Pieces	4,900.00	20.00	15,680.00
EXTRAS	Payment and Performance Bond does not include shade and fence	1		24,222.06		24,222.06
US-PERMIT-2	Permit Fee	1	Pieces	4,600.00		4,600.00
US-ENGSTAMP-DRW-3	Engineered Stamped Drawings	1	Pieces	5,000.00		5,000.00

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Turnbull Bay Sports Complex
1220 Turnbull Street
New Smyrna Beach, FL 32168

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.
Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.
Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.
Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.
Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.
Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

KOMPAN®

Let's pla

References

08





RiversEdge Park

805 Broadcast Place
Jacksonville, FL 32207

Budget: $ 935,000 (2023)
Playground and Fitness

Reference:
Jill Enz
Chief, Natural and Marine Resources
City of Jacksonville
Jenz@coj.net
Cell: 608.469.0112

KOMPAN®

Huffman Municipal Park

2776 Huffman Blvd, Jacksonville, Florida 32246

Budget: $ 505,000 (2019)

Reference:
Jill Enz - Chief, Natural and Marine Resources, City of Jacksonville
Jenz@coj.net
Cell: 608.469.0112

Kim Clontz - Ex Director, Friend of Jacksonville Playgrounds
Kim@charitablesolutionsllc.com
Cell: 904.305-4111



Dickerson Community Center

308 Doctor M.L.K. Jr Blvd, Daytona Beach, FL 32114

Budget: $ 350,000 (2021)

Reference:
Brent Cohen - Architect, Public Works City of Daytona Beach
CohenBrent@daytonabeach.gov
Office: 386.671.8617



Julington Creek Plantation Park

950 David Pond Blvd, St. Johns, FL 32259

Budget: $ 925,000 (2023)
**99% completed - Opening tentatively scheduled for November, 2025

Reference:
Matthew Roberts - General Manager, Vesta Properties
Mroberts@jcpcdd.org
Cell: 904-612-7997



Orange Meridian Park

Orange Avenue and Meridian Street, Tallahassee, Fl. 32301

Budget: $ 599,500 (2025)
**Currently Under Construction

Reference:
Junious Brown - Senior Project Manager, Blueprint Intergovernmental Agency
Junious.Brown@Blueprintia.org
Direct: 850.219.1060**



Corporate Statements

09

KOMPAN does not have any prior failures of performance on awarded contracts.

KOMPAN has not been cited by local, state or federal agencies for violations involving safety procedures.

KOMPAN has preliminary reviewed the general terms and conditions and do not have any exceptions currently. A further review will be conducted at the time of Notice to Proceed.

KOMPAN is committed to maintaining a strong corporate financial profile, ensuring sustainable growth and long-term stability. Through responsible financial management, strategic investments and efficient operations, we continue to deliver value to our stakeholders while supporting innovation and expansion. Our financial integrity enables us to build lasting partnerships and uphold our commitment to quality, safety and sustainability.
Dunn & Bradstreet Number: 15-361-6032

Upon request, we can supply our 2023 third party certified audit financial statement.





On a bright, 70-degree Saturday afternoon at Turnbull Bay Sports Complex, the baseball-themed tower stands as a vibrant landmark of community and play. With baseball season freshly underway and games unfolding on the fields next door, the piece shines as both a nod to tradition and a renewed symbol of the excitement that fills the complex each spring.
Thank you for the opportunity to present our vision for Turnbull Bay Playground.

Bid Forms

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: Design Build Playground, Sports Complex **Project ID:** RFP 18-25-LS

Company Name: Kompan Inc

Print Authorized Officer Name & Title: Eric Lewis, Treasurer

Signature Authorized Officer: [signature]

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Trench Safety	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration listing Unique Identifier Number	✓

City of New Smyrna Beach

Title of Project Name: Design Build Playground, Sports Complex

Project ID: RFP 18-25-LS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Eric Lewis	Treasurer	1-800-426-9788

Eric Lewis
Print Name

/ Treasurer
Signature/Title)

Kompan Inc
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture ___✓___ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 91-0819688

VENDOR INFORMATION

BID #:	18-25-LS
BID TITLE:	Design Build Playground, Sports Complex

Respondent Information	
Company Name: Kompan Inc	Federal Employer Identification Number or SS Number: 91-0819688 DUN Number: 15-361-6032
Mailing Address: 605 W Howard Lane, Suite 101	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Austin, TX 78753	Incorporated in the State of: Delaware
Corporate Address: 605 W Howard Lane, Suite 101	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code: Austin, TX 78753	Authorized to transact business in Florida Yes or No
Telephone No. 1-800-426-9788	State of Florida Department of State Certificate of Authority Document No: F12000002586
Email Address: StaMos@kompan.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Jethro Montzka — Vice President: _____

Secretary: Edward J Wright — Treasurer: Eric Lewis

Other: _____ — Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Eric Lewis
Printed Name

Title: Treasurer

Date: 9/11/2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ____ REVISED VENDOR: ✓

DATE: 09/10/2025

VENDOR NAME: Kompan Inc

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Supply and install playground & outdoor equipment

DEPARTMENT:

PREPARED BY: Stacy Moseley

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
605 W Howard Lane, Suite 101	605 W Howard Lane, Suite 101	605 W Howard Lane, Suite 101
ADDRESS	ADDRESS	ADDRESS
Austin, TX	Austin, TX 78753	Austin, TX
CITY/STATE	CITY/STATE	CITY/STATE
78753	78753	78753
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Stacy Moseley

E-MAIL: StaMos@kompan.com

OFFICE PHONE: 1-800-426-9788

FAX: 512-788-9285

MOBILE PHONE: (904) 716-7605

FEDERAL TAX ID#: 910819688

DUNS Number: 15-361-6032

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Kompan Inc

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Treasurer

OFFICER TITLE

9/11/2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



/ Treasurer

Authorized Signature and Title

Date: 9/11/2025

Eric Lewis / Treasurer

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO ✓

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFP 18-25-LS described as:

_____.

Kompan Inc
Firm

9/11/2025
Date

/ Treasurer
Authorized Signature and Title

Eric Lewis, Treasurer
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Date: 9/11/2025

Eric Lewis, Treasurer

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Eric Lewis, Treasurer
(Print Individual's Name and Title)
for Kompan Inc
(Print Name of Entity Submitting Sworn Statement)
whose business is to supply and install playground equipment

and (if applicable) its Federal Employer Identification Number (FEIN) is 910819688

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

___✓___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 11 day of September 2025.

Personally known ✓

OR produced identification _____

personally known
(Type of Identification)

_____
(Notary)

Notary Public State of Texas

My commission expires: 05-12-2029

JENNIFER BRACAMONTEZ
Notary Public, State of Texas
Comm. Expires 05-12-2029
Notary ID 135515045

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Texas

County of Travis

Eric Lewis, being first duly sworn, deposes and says that:

He/she is Treasurer of Kompan Inc, Proposer that has submitted the attached bid or Request for Qualifications.

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid:

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Treasurer
Title

Subscribed and sworn to before me this 11th day of September, 20 25.

Jennifer Bracamontez
Sr. AR Coordinator
Title

My Commission Expires: 05-12-2029

JENNIFER BRACAMONTEZ
Notary Public, State of Texas
Comm. Expires 05-12-2029
Notary ID 135515045

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Kompan Inc

Consultant E-Verify Registration Number: 582116

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Eric Lewis

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

11th Day of September, 20 25. She/He is personally known to me or has produced _____ As identification.

_____
Notary Public

My commission expires: 05/12/2029

JENNIFER BRACAMONTEZ
Notary Public, State of Texas
Comm. Expires 05-12-2029
Notary ID 135515045

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of Smyrna ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Kompan Inc

Authorized Signature: _____ Date: 9/11/2025

Printed Name: Eric Lewis

Title: Treasurer

STATE OF Texas

COUNTY OF Travis

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 20 25, by ERIC LEWIS, as TREASURER on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 05-12-2029

JENNIFER BRACAMONTEZ
Notary Public, State of Texas
Comm. Expires 05-12-2029
Notary ID 135515045

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Smyrna

Before me, the undersigned authority, personally appeared Eric Lewis

who was duly sworn, deposes, and states:

1. I am the Treasurer of Kompan Inc with a local office in N/A (City & State) and principal office in Austin, Texas (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 18-25-LS: Design Build Playground, Sports Complex.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Eric Lewis
Typed Name

Signed

Treasurer
Title

Dated

Sworn to and subscribed before me this 11 day of September 2024.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Texas County of Travis

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation	Delaware	
Principal Place of Business (Enter Address)	605 W Howard Lane, Suite 101, Austin, TX 78753	
Federal I.D. Number	910819688	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Kompan Inc

Mailing Address: 605 W Howard Lane, Suite 101, Austin, TX 78753

Telephone Number: 1800-426-9788 Fax Number: 512 788-9285 E-mail Address: StaMos@kompan.com

Authorized Signature	Printed Name	FEIN
	Eric Lewis	910819688

Title	Date
Treasurer	9/11/2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Kompan Inc

FEIN: 910819688

Authorized Representative Name and Title: Eric Lewis, Treasurer

Address: 605 W Howard Lane, Suite 101

City: Austin State: Texas Zip: 78753

Phone Number: 1800-426-9788 Email Address: StaMos@kompan.com

Certified By: Eric Lewis Treasurer

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ / Treasurer Date: 9/11/2025

Authorized Signature and Title

Eric Lewis, Treasurer

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A. We are digging down to 4'				
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this 11 day of September, 2024.

CONTRACTOR Kompan Inc

By:
Name: Eric Lewis Title: Treasurer

Business Address: 605 W Howard Lane, Suite 101, Austin, TX 78753

ATTEST: _____ _____
Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this 11 day of September, 2024.

CONTRACTOR Kompan Inc

By:

Name: Eric Lewis Title: Treasurer

Business Address: 605 W Howard Lane, Suite 101, Austin, TX 78753

ATTEST:

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

BID BOND

Bond No: Bid Bond

CONTRACTOR:
(Name, legal status and address)

KOMPAN, INC.
605 W. Howard Lane, STE 101
Austin, TX 78753

SURETY:
(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:
(Name, legal status and address)

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

RFP 18-25-LS Design Build Playground, Sports Complex

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of September, 2025.

KOMPAN, INC.

By: _____
(Principal) *(Seal)*

Chief Financial Officer
(Title)

(Witness)

Hartford Fire Insurance Company

By: _____
(Surety) *(Seal)*

(Witness) Clay Aikman

Misty Witt, Attorney-in-Fact
(Title)

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition 2

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Smyrna

Before me, the undersigned authority, personally appeared Eric Lewis

who was duly sworn, deposes, and states:

1. I am the Treasurer of Kompan Inc with a local office in N/A (City & State) and principal office in Austin, Texas (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 18-25-LS: Design Build Playground, Sports Complex.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Eric Lewis
Typed Name

Signed

Treasurer
Title

09/24/2025
Dated

Sworn to and subscribed before me this 24th day of September 2025

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Texas County of Travis

Jennifer Bracamontez
Printed, typed, or stamped commissioned name of notary public

My commission expires: 05-12-2029

JENNIFER BRACAMONTEZ
Notary Public, State of Texas
Comm. Expires 05-12-2029
Notary ID 135515045

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2025

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : James River Insurance Company — 12203 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W40541321 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GLO 1058275-10	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 500,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP 0246011 - 07	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			00153584-1	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0246012 - 07	04/01/2025	04/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Contractual Liability and Independent Contractors are provided under the General Liability policy.

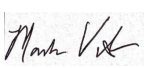
CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Certificate of Insurance

NOTE: This insurance certificate describes the insurance cover as per the date of issuance of the certificate and it does not imply any restriction for the insurance to be changed or cancelled.

The undertaking of Zurich Danmark, filial af Zurich Insurance Europe AG, Tyskland, does not in any case include, neither as against the insured nor against any third party, anything other than stated in the insurance contract documents in force at the time of application.

Zurich Danmark, filial af Zurich Insurance Europe AG, Tyskland

Zurich certifies that the following insurance policies have been issued to:

Policyholder	Kompan Holding A/S C.F. Tietgens Boulevard 32C 5220 Odense SØ Denmark
Insured	Kompan Inc., USA
Type of insurance	General & Products Liability including Professional Indemnity
Policy number	16207
Policy period	April 1, 2025 – March 31, 2026
Geographical Area	Worldwide excl. Russia, Belarus and Ukraine
Limit of liability	Per Occurrence USD 1.000.000 Per Aggregate USD 2.000.000 Notwithstanding the currency used in this Certificate, the Policy currency is in DKK. The Policy currency shall always prevail in the event of currency/ FX fluctuations and the Sum Insured could never exceed the Sum Insured stated in the Policy.
Place and date	Copenhagen, February 25, 2025

Zurich Danmark, filial af Zurich Insurance Europe AG, Tyskland

Virva Ojala
CEO

Required Form: Designated List of Subcontractors TB RFP 18-25-LS: Design Build Playground, Sports Complex

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	Shade America		
City, State:	Saint Augustine, FL		
Description of Work:	Supply and install shade		
Percent of Total Bid Cost:	Alternate on Sales Proposal	*Florida Contractor's License #*	N/A

Subcontractor 2:			
Name:	AAA Fence		
City, State:	Daytona Beach, FL		
Description of Work:	Supply and install fencing		
Percent of Total Bid Cost:	Alternate on Sales Proposal	*Florida Contractor's License #*	N/A

Subcontractor 3:			
Name:	Installation Group Services		
City, State:	Jacksonville, FL		
Description of Work:	Install playground equipment		
Percent of Total Bid Cost:	42%	*Florida Contractor's License #*	#CGC1515875

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Huffman Municipal Park				
Type of Project/Service: Supply and install playground, shade and turf surfacing				
Address: 2776 Huffman Blvd Jacksonville, Florida 32246				
Contracting Agency/Client: City of Jacksonville				
Contact Name and Phone #: Kim Clontz, 904.305-4111				
Contact Email Address and Fax #: Jenz@coj.net				
Contract Amount: $ 505,000	Start Date:		End Date: 2019	
Project #2:				
Project Name: Dickerson Community Center				
Type of Project/Service: Supply and install playground equipment, shades and EWF				
Address: 308 Doctor M.L.K. Jr Blvd Daytona Beach, FL 32114				
Contracting Agency/Client: City of Daytona Beach				
Contact Name and Phone #: Brent Cohen, 386.671.8617				
Contact Email Address and Fax #: CohenBrent@daytonabeach.gov				
Contract Amount: $ 472,342.00	Start Date:		End Date: 2021	
Project #3:				
Project Name: Rivers Edge Park				
Type of Project/Service: Supply and install playground equipment for 5-12, 2-5 and fitness equipment				
Address: 805 Broadcast Place Jacksonville, FL 32207				
Contracting Agency/Client: District Community Development District				
Contact Name and Phone #: Jill Enz, 608.469.0112				
Contact Email Address and Fax #: Jenz@coj.net				
Contract Amount: $ 935,000	Start Date: 10/28/2024		End Date: 12/31/2024	

Project #4:				
Project Name: Orange Meridian Park				
Type of Project/Service: Supply and install playground and fitness equipment, sail shades and PIP				
Address: Orange Avenue and Meridian Street Tallahassee, Fl. 32301				
Contracting Agency/Client: Blueprint Intergovernmental Agency				
Contact Name and Phone #: Junious Brown, 850.219.1060				
Contact Email Address and Fax #: Junious.Brown@Blueprintia.org				
Contract Amount: $599,500	Start Date: 10/20/2025		End Date: 11/28/2025	

Project #5:				
Project Name: Julington Creek Plantation Park				
Type of Project/Service: Supply and install playground equipment with Robinia pieces and EWF				
Address: 950 David Pond Blvd St. Johns, FL 32259				
Contracting Agency/Client: Vesta Properties				
Contact Name and Phone #: Matthew Roberts, 904-612-7997				
Contact Email Address and Fax #: Mroberts@jcpcdd.org				
Contract Amount: $ 925,000	Start Date:		End Date: 2023	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Let’s play

KOMPAN®

458

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 18-25-LS

DESIGN BUILD PLAYGROUND, SPORTS COMPLEX

RELEASE DATE: August 18, 2025
DEADLINE FOR QUESTIONS: September 12, 2025
RESPONSE DEADLINE: September 29, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 18-25-LS

Design Build Playground, Sports Complex

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. General Information .....
V. Scope of Services .....
VI. Minimum Qualifications .....
VII. Construction Terms and Conditions .....
VIII. Criteria and Submittal Format.....
IX. Insurance Requirements .....
X. Required Responses.....

Attachments:

A - Public Records
B - Draft Contract
C - Playground Dimensions
D - Aerial View of Existing Playground
E - Photos of Existing Equipment
F - Site Survey
G - Required Documentation and City Forms

I. Public Notice

RFP 18-25-LS

Design Build Playground, Sports Complex

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified contractors to provide playground equipment and installation services as listed in the City's specifications. This is a turn-key project with the awarded contractor responsible for designing, fabricating, and installing playground equipment to replace the existing equipment at the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Monday, August 18, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Contractor", "Consultant" "Proposer," "Respondent" and/or "Vendor," are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A Summary

The City of New Smyrna Beach, Florida (the "City") is requesting sealed proposals from qualified contractors to provide playground equipment and installation services as listed in the City's specifications. This is a turn-key project with the awarded contractor being responsible for designing, fabricating, and installing playground equipment to replace the existing equipment at

the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

The project will be funded through the Community Redevelopment Agency and Recreation Impact Fees.

If an award is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received. The successful proposer will hereinafter be referred to as the "Contractor".

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFP Notice	August 18, 2025

Pre-Proposal Meeting (Non-Mandatory)	August 29, 2025, 9:00am New Smyrna Beach Sports Complex 1800 Turnbull Bay Road New Smyrna Beach, Florida 32168 Attendance is not mandatory, but highly recommended
Deadline for Written Questions	September 12, 2025, 5:00pm
Proposal Submission Deadline	September 29, 2025, 5:00pm
Opening of Submittals	September 30, 2025, 9:00am A link to join the virtual/Microsoft Teams Meeting is provided in Section IV.AA or call in (audio only): 786-636-1338 Phone Conference ID: 243 254 941#
Evaluation Meeting	October 13, 2025, 10:00am Dial in by phone, (audio only): 786-636-1338 Phone Conference ID: 574 045 178#
Presentations	TBD, If applicable,
Recommendation to Commission	TBD

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A General Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the

second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

CDBG: Community Development Block Grant

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Engineer: For this project, reference to the Engineer shall refer to City Engineer Tuan Huyng, or his designee.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. General Information

IV.A Ambiguity, Conflict, or Other Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

IV.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.C City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City’s best interest.

IV.D Award of Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such

terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.E Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

IV.F Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

IV.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IV.H Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provided as an attachment in Section VIIII of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IV.I Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

IV.J Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

IV.K Due Date

Electronic proposals shall be received prior to 5:00 pm on Monday, September 29, 2025, via the City's e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

IV.L Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in Section V of this document titled Evaluation Criteria.

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

The date and time of the evaluation meeting is provided in the Timeline of Section II.D of this document. It is important to note that this is public meeting, and the meeting will be recorded.

You may attend the meeting by using the following link: Join the meeting now

Meeting ID: 249 889 833 966 8, Passcode: bU92kn2v

or dial in by phone: 786-636-1338. Phone conference: 574 045 178#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected firm/contractor shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

IV.M E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United

States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IV.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

IV.O Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386-410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 public agency.

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

IV.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IV.R Human Trafficking

Compliant with Florida Statutes, 787.06.

A contract resulting from this solicitation is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided a complete Human Trafficking Affidavit provided as attachment in Section VIIII of this document.

IV.S Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.T Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Friday, September 12, 2025. In order to ensure that questions asked are responded to correctly, include the section title for each question and enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

IV.U Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

IV.V Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.W Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

IV.X Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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

IV.Y Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed request for proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.Z On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.AA Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Join the meeting now

Meeting ID: 241 600 219 308 5 , Passcode: ep926iZ9

or dial in by phone: 786-636-1338. Phone conference: 243 254 941#

Proposers may also contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

IV.BB Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

IV.CC Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV.DD Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III,

Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or proposer for cause.

IV.EE Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this solicitation, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.FF Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

IV.GG Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.HH Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.II Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

IV.JJ Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

IV.KK Security Bond

Submitted proposals shall be accompanied by a Bond Security of no less than five (5%) percent of the amount of the submitted Proposal. Failure of the Proposer to supply same, in the amount and type required, shall automatically render the Proposer as non-responsive resulting in the disqualification from further consideration of their response.

The Security Bond shall be submitted in the form of a Security Bond in the amount of five (5%) percent of the total proposal price, made payable to the City of New Smyrna Beach, issued by a surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida.

The surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by A. M. Best Company, Inc., located at 1 Ambest Road, Oldwick, New Jersey 08858. For the latest ratings and Insurance Guide, access www.ambest.com.

In lieu of a Security Bond, the Proposer may submit cash (U.S. currency only), money order, certified or cashier's check drawn from a national or state bank whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC), in the amount of five (5%) percent of the total proposal price. Money orders and checks must be made payable to the City of New Smyrna Beach.

The terms of the ITB Security Bond shall be:

A. The Proposer shall enter into an agreement if awarded to the Proposer;

B. The surety (or alternate form of security forfeit) shall be responsible for the costs resulting from the failure of the Proposer to enter into an Agreement if awarded to the Proposer; including the increased costs associated with awarding to the next most responsive, responsible Proposer and costs associated with conducting the Bid process and letting the agreement;

C. To promptly enter into an agreement to perform the work and furnish the required Performance and Payment Bond, if applicable; and

D. Any interest earned as a result of the City depositing the accepted money order, certified or cashier's check, or cash received as security bond into an interest-bearing account, shall be retained by the City.

A copy of the security bond must be uploaded with the proposal response in the form of a security bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10%) percent of the amount of the bid proposal. The contractor shall guarantee the total proposal price for a period of 180 days from the date of the proposal opening.

If the contractor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm, EST, on Monday, February 5, 2024. Please submit in a sealed envelope to the following address:

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention: Purchasing Department

Return of Security Bond: As soon as the proposals have been evaluated, the City may, at its sole discretion, return or release the security bonds accompanying such bid responses, which in its sole judgment, would not likely be considered for award. All other Security Bonds will be held until award of this project and the agreement has been executed by the successful Proposer; after which any remaining Security Bonds will be returned to the respective Proposers. It shall be the sole responsibility of the Proposer to request in writing from the City the return of the Security Bond or alternative form of security used. Security Bond or alternative form of security used shall not be returned unless requested by the Proposer in writing.

IV.LL Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.MM State Registration Requirements

Proposers submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.NN Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such

compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party

shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IV.OO Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.PP Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V. Scope of Services

V.A General Description

This is a turn-key project with the awarded contractor being responsible for designing, fabricating, and installing new playground equipment to replace the existing equipment at the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168.

If funding is available, the contractor may also demolish and remove the existing equipment.

V.B Scope of Work

Design, fabricate and install a modern playground to accommodate children up to twelve (12) years old. The design and layout should incorporate the latest in playground design philosophy and technology addressing the physical and creative needs of children of multiple ages.

The playground equipment setbacks and fall zone criteria are to be constructed per latest U.S. Consumer Product Safety Commission (CPSC) Public Playground Safety Handbook.

The playground shall be accessible to all children and meet all current ADA compatibility requirements at a minimum, with ADA inclusive features possible within the funding amount. The surrounding area shall include a rubberized pathway meeting fall zone criteria for ADA accessible to playground equipment taking into consideration the cross-slopes and running slopes.

Project shall represent the New Smyrna Beach Sports Complex with a new modern playground structure that fits in with its surroundings. Project resulting in a low maintenance and high durability is extremely important. Best practices include the following, but not limited to:

- Areas that allow for universally accessible capability
- Areas that include age-appropriate components
- Capture the history of the existing playground and surrounding area
- Playground structure to be placed within existing playground borders

V.C Desired Equipment

Desired equipment shall include, but not limited to:

- A signature play piece, the "coolest" thing.
- Swings to include at least one swing being ADA compatible.
- Open slides for main playground equipment with play events.
- Movement Inclusive equipment with Play Mat.
- Play components that incorporate sensory play.
- Play zones separating age groups.

Important Notes:

- Preference of pour in place rubber surfacing or artificial turf. Mulch is not desired.
- Shall include minimal enclosed features and shall not include enclosed slides.
- There will be no “water play” type equipment installed on this playground; therefore, please do not include water play equipment in your proposal. Including water play equipment in your proposal could result in your proposal being rejected.

If funding is available, the city may consider a sail shade or shade canopy, with a quick release, over the proposed equipment. Shall include, but not limited do:

- Specifications for recommended shade structure or canopy.
- Structure must be designed to withstand hurricane winds and be easily removed ahead of a major wind event.
- Fabricate sail shade components with as-builts.
- Stainless Steel Cable.
- Stainless Cable Clamps.
- Turnbuckles: Stainless with No-Spin Threads.
- Poles: (Inground), number to be determined during design phase.
- Type: Schedule 40 Steel hot dipped galvanized or equivalent.
- Custom Welded Eyes: One on each pole.
- Finish: Primer & paint (colors to match or compliment proposed equipment).
- Height to be determined by requested clearance above existing playground structure.
- Footers: based on number of poles and will need to meet wind load as approved during design phase.
- Structures must meet hurricane wind load requirements.
- Quick Release system for the shade sails.
- Install the sail shade structure, ensuring proper anchoring and tensioning.
- Install sail shade structure.

V.D Types of Materials for Equipment

The material for the equipment and other areas of the playground should be selected with three primary considerations: Safety, Durability and Maintenance.

Materials selected should be as low maintenance as possible and suited to a saltwater environment. City prefers all new equipment be HDPE. Natural stained or painted wood is ***not*** acceptable.

Proposed materials should be "grippable" by all ages of children and be coated so that they do not become too hot in the exposure to the weather. Consideration should be given to materials that have more longevity given location's close proximity to river and ocean salt air, for example:

- Powder Coated or PVC Coated aluminum or hot dipped galvanized steel.
- PVC or polyethylene sheets or pipes.
- Polyethylene ropes or other similar materials.

- GRFC molds for decks, climbing rocks, etc.

All bolts, nuts, washers, screws and other associated hardware used for playground assembly must be corrosion resistant stainless steel. All play decks shall have textured slip resistant surfaces.

V.E Tasks

Site Preparation:

- Obtain all necessary permits, including building permits and any other required approvals.

Design, planning, and fabrication:

- Develop a detailed design for new equipment.
- Design engineering package and specifications.
- Hold a review meeting with stakeholders to finalize design plans.
- Source and procure all materials
- Recommend specifications for playground border made from recycled plastic, and secured with galvanized stakes

Installation:

- Prepare the site for installation, including any necessary groundwork.
- Conduct a thorough inspection to ensure structural integrity and safety compliance.

Post-Installation Activities:

- Perform a final site inspection with relevant stakeholders.
- Provide a detailed report on the installation, including any maintenance guidelines.
- Address any punch list items or necessary adjustments.

Deliverables:

- Permits and approvals documentation.
- Finalized design drawings and specifications.
- Inspection and compliance report.
- Maintenance guidelines and final project report.
- Warranty guarantee for structure.
- Prep the area for installation of new equipment.
- Install silt fence around construction area.
- Existing fence sections may be removed to access during construction.

- Replace and return removed fence to original condition.
- Depending on funding, contractor may remove existing equipment, footers and replace with new.

V.F Additional Important Notes

- A completed site survey is provided as Attachment F in this document.
- Dimensions of the playground area is provided as Attachment C in this document.
- Photos of an aerial view and existing equipment are provided as Attachment D and E respectively.
- Any disturbed mulch will need to be replaced by the contractor.
- Construction site shall be returned to the condition it was in prior to construction starting. There must be removal and cleanup of all debris and construction materials upon completion of the project.
- The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.
- It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.
- In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

V.G Other items

- Building permit fees – reference current Fee Schedule at the City Building Department;
- Signed sealed documents as needed for Building Permit approval;
- Construction in compliance with U.S. Consumer Product Safety Commission as well as ASTM F2373, ADA guidelines and ASTM F1292 – Impact Attenuation;
- Site restoration including periphery area used for staging/storing of materials;
- Insurance per specifications as well as minimum three (3) year labor warranty; fifteen (15) year limited warranty on metal decks, pipes, rungs, rails and loops; twenty (20) year limited warranty on recycled plastic lumber components; and five (5) year limited warranty on nylon-covered cable net climbers and components.

V.H Contract

If an award of contract is made it shall be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this

document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Contractor.

It is the City's intent to enter into one agreement with one company for a term of six (6) months.

It is the City's expectation that the successful Contractor shall have sufficient staff to commence work within ten (10) days of a fully executed contract.

Assignment: The awarded Firm or Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

V.I Notes and Requirements

A. There must be removal and cleanup of all debris and construction materials after the equipment is installed.

B. Any deviation from the terms of this RFP must be noted on these bidding documents and explanatory specifications attached to the proposal.

C. The final project will not be accepted until the City of New Smyrna Beach approves the work after the construction has been completed.

D. It will be the responsibility of the contractor, before digging (if needs to be done), to contact local utility agencies.

E. Any disturbed areas shall be sodded.

F. Construction site shall be returned to the condition it was in prior to construction starting. Contractor is responsible for repairing all damages to site.

G. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

H. Any excess dirt as a result of construction and/or installation is to be removed from the site. Removed dirt shall be properly disposed of according to federal, state, and local laws that may apply.

I. All site preparation is the responsibility of the contractor.

J. Must be a licensed contractor in Volusia County.

K. This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other

provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

L. Prior to construction, awarded Contractor must call 811 to locate existing Utilites.

I.F Additional Considerations

The playground area has electrical service available to it from the pavilion and restroom facility nearby. Water fountain(s) are available outside the restroom facility as well.

VI. Minimum Qualifications

VI.A Minimum Qualifications

The successful Firm/Contractor must be provide proven qualifications:

- Be a successful and experienced playground design and construction firm.
- Experienced with similar projects for municipal governments.
- Provide applicable bond documents, when required.
- Financial Capacity: The Bidder may be required to provide financial performance information upon request by the City. The financial information must be received by the City within five Days (5) of Bidder receiving the written request. Submittals requested pursuant to this subsection may be in addition to those required elsewhere.
- Be currently certified, licensed and authorized to work in the State of Florida.
- Active registration on Sams.gov
- Active registration on Sunbiz.
- Qualified staff capable of performing the required services.
- Insured and meeting insurance requirements applicable to perform the services.

Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

The City of New Smyrna Beach reserves the right to require the proposer to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider

any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer.

VI.B Licenses and Certificates

Respondents are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

VII. Construction Terms and Conditions

VII.A Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to it to its original condition or better those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract documents shall be restored to their original condition as nearly as possible.

VII.B Conditions of Work

Each proposer shall have read and be thoroughly familiar with the specifications and other contract documents provided herein. Failure to do so shall not relieve the successful proposer of their obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the contract documents and to complete the work required to complete the project.

In case there is any item in the specifications or other contract documents which is not clear to the proposer or which may, in the Contractor's opinion, be impossible to comply with, the proposer is urged to immediately notify the city by submitting all inquiries via the City's e-Procurement Portal, located at https://procurement.opengov.com/portal/cityofnsb.. If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.

The proposer, by and through the submission of a submittal, agrees that it shall be held responsible for having heretofore examined the site, the location and route of all the proposed work and for becoming familiar to the character of the route, the location, surface and underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that it may include in the prices which it bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

VII.C Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company
- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

VII.D Inspection and Testing of Materials and Equipment

If applicable, the Contractor shall pay for all laboratory or environmental tests required at the project site or all laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the

equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VII.E Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Proceed. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VII.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. The Contractor is responsible for all payments for stored material, and no payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens" in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

A. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.

B. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deducting all the cost and expenses that should have been borne by the Contractor.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition, thereto, in either case, the Contractor shall provide an affidavit that so far as the Contractor has knowledge or information, all includes receipts or releases for all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest, costs, and reasonable attorney's fees.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents, the Contractor shall notify the Engineer in writing that the project is ready for final inspection.

The City shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, the Engineer shall perform the same. Upon completion of the final inspection, the City shall prepare a list of errors of either commission or omission by the Contractor, reasonably observable, and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the City, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the City as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance: When the City shall certify the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor

has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has acknowledged the compliance with the terms of the Contract, and has received certification of final inspection, the Owner shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment: When the Owner has made final acceptance, the City shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the City, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VII.G Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VII.H Progress and Control of the Work

Schedules and Progress Reports: The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accordance with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer shall review and approve the schedule. If rescheduling is needed then a new updated schedule should be provided to the Engineer for approval. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer, for purpose of evaluation, may require additional more detailed schedules.

Approval of Subcontracts:

A. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.

B. The Contractor agrees to be fully responsible to the Owner for the acts and omissions of subcontractors and for payment of services rendered by the subcontractor.

C. Nothing contained in the contract Documents shall create any contractual relationship between any subcontractor and the Owner.
The Contractor shall furnish the Owner copies of any and all contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

A. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

B. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

A. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression “or approved equal” is used in the specifications following reference to a specific manufacturer of equipment or materials. If the contractor wishes to make a substitution request for an alternate material or installation procedure, he will need to present to the Engineer for approval prior to proceeding with said alternate. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

B. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or

otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

A. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

B. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in "Definitions and Terms".

C. The article does not exclude the recovery of damages for delay by owner under the liquidated damages clause.

D. No claim for damages or any claim other than for an extension of time shall be made or asserted against the city by reason of any delays. The Contractor shall not be entitled to an increase in the Contract Sum or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever; provided, however, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the City or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Contract Time as the sole an exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

VII.I Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

A. The Owner shall provide the lands upon which the work under this Contract is to be done; additional land will not be provided for storing materials.

B. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

C. The Contractor shall provide the Owner the information as to where material(s) are stored, the right of access to the material(s), and if applicable, keys to access locked areas.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy available to the Contractor, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the Engineer decides that removing the work is warranted for whatever reason, then the owner has the right to reject and hold the contractor accountable for its removal and corrective action.

Suspension of Work:

A. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.

B. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in the section of this Contract titled: Progress and Control of Work - Delays and Extension of Time.

Termination of the Contract:

A. If the Contractor is adjudged as bankrupt or insolvent, or if makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and the Contractor's surety seven (7) days

written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method the Owner may deem expedient. In cases where the actual cost of the work to be done by the Owner exceeds the amount in the Performance Bond, then the Contractor shall pay such to the owner.

B. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

C. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VII.J Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

VII.K Safety and Health Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and, shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VII.L Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VII.M Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VII.N Work by Others

The Owner reserves the right to allow the continuation and/or creation of other contracts it deems necessary at the site of the work subject to this Contract, provided such do not unreasonably burden or impair the work anticipated in the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

VII.O Supplemental Conditions for Federally Assisted Projects

The supplemental conditions provided in the contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

VIII. Criteria and Submittal Format

VIII.A Evaluation Criteria

An evaluation committee of city staff shall independently review and score each proposal. Proposals shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Criteria	Maximum Points
Qualifications and Experience	20
Project Approach and Management	20
Proposed Equipment and Configuration	15
Deliverable Timeline	15
Warranty	15
Fee Proposal	15
Total	100

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

If no single top-ranked firm can be clearly identified by review of the written submittals alone, presentations shall be scheduled with the top ranked firm(s) for oral presentations/interviews. If Oral Presentations are required, the shortlisted firms will be re-ranked based solely on the presentations. The evaluation criteria may be modified for the oral presentation portion of the evaluation. The consensus of the committee will be the deciding factor on how to move forward.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

VIII.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VIII.C Introduction and Executive Summary

At a minimum shall include:

An introduction and management summary of not more than two (2) pages that highlight each of the key areas of the proposal and that summarizes the Respondent's experience and qualifications as to why they shall be recommend the award of contract for this project.

Management summary shall be signed by a corporate officer or principal, or an authorized representative authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the City can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

- Cover page representing the company that is submitting a proposal.
- A brief profile of the firm which should include their legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline.

VIII.D Experience and Qualifications

At a minimum shall include:

A. Provide background of your firm including number of years in business, number of personnel, and other pertinent information.

B. Provide documentation related to the success and experience in playground sail shade structures including, design and installation

C. Number of years in business in the State of Florida.

D. Provide license to work in the State of Florida

E. Provide Sunbiz Registration

F. Provide active registration for Sams.gov

G. List of individuals who shall have the lead in administering the contract. List name, title or position, and specific duties.

H. State whether your firm is local, national, or international in size. State the size of the staff, number of professional staff, and over-all experience of assigned staff for this project.

I. Provide examples of your performance of other similar contracts. Also supply details and outcome of any lawsuits your company has been involved in within the past five years relating to personal injury as a result of your company's actions or inactions.

J. Prior failure (if any) to perform awarded contract.

K. Within the past five years, if your company has been cited by any local, state, or federal agencies for violations involving safety procedures, describe the details and outcome, including the agency's name and contact number.

Include:

Copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

Eligibility: Federal, State and Local licensing requirements shall apply.

VIII.E Project Approach and Management

At a minimum shall include:

State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.

A. Approach to be taken with working with the City of New Smyrna Beach.

B. List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.

C. Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.

D. Examples of reports that would typically be made available to the City, if applicable.

E. Competitive advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

F. Discuss why your firm is a fit for the City and why your firm should be selected.

VIII.F Proposed Design and Configuration

At a minimum include the following:

A. Specifications sheets, photographs/images and a diagram of all of the shade structure configuration that is being recommended for this project.

B. Overall value of the proposed shade structure, with emphasis on the variety and type of components.

C. Overall aesthetic value of the playground layout.

D. Durability and quality, including reputation and experience of the company manufacturing the equipment, experience of vendor and/or subcontractor (if used) in the construction of similar playground areas.

VIII.G Deliverable Timeline

Provide a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

All materials are to be delivered F.O.B.; City of New Smyrna Beach designated facility. Tentative delivery dates pertaining to this project must be clearly stated in the proposal.

VIII.H Warranty

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

VIII.I Fee Proposal

Submittals shall include a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

Any work performed by the Contractor without approval by the City is performed at the Contractor's own election. Compensation to the Contractor for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

In the event the City fails to provide compensation under the terms and conditions of this Agreement, the Consultant shall notify the City's Designated Representative in order that the City may take remedial action.

VIII.J References

Provide a list of five (5) previous customers during the past five (5) years for all work of similar size and scope. List shall include services rendered in the State of Florida, particularly within municipalities for which proposer has performed (or is currently performing) work similar in nature as described herein. The services provided to these clients should have characteristics as similar as possible to those requested in this document. A Reference Form has been provided in the Attachment Section of this Document.

Information provided for each client shall include the following:

A. Client name, address, and current telephone number.

B. Description of services provided.

C. Time period of the project or contract.

D. Client's contact reference name, email and current telephone number.

Failure to provide complete, accurate, and current client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria.

Note: The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VIII.K Financial Stability/Litigation

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

VIII.L Acceptance of Conditions

Upload a statement indicating any exceptions to the general terms and conditions, insurance requirements or any other requirements listed in this solicitation document. If there are no exceptions, upload a statement stating there are no exceptions.

VIII.M City Required Forms

Upload as one (1) PDF document COMPLETED City required forms provided in the Attachment Section of this document. Forms include, notarized, non-notarized, and any Addendums that may be issued.

VIII.N Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization. Please do not include a copy of this solicitation document.

VIII.O Florida Division of Corporations/Sunbiz and Sams.Gov

- Provide evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.
- Provide evidence of active status on Sams.Gov.

IX. Insurance Requirements

IX.A Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

IX.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

X. Required Responses

X.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm

*Response required

X.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

X.C Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

X.D Professional License *

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

X.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

X.F Bid Bond*

Each bid shall be accompanied by a Bid Security of no less than ten (10) percent of the amount of the Bid Proposal.

The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the City of New Smyrna Beach ("Owner.)

A copy of the bid bond must be uploaded with the proposal response in the form of a Bid bond, certified funds or an irrevocable letter of credit in a sum equal to the amount of ten (10) percent of the amount of the bid proposal. The proposer shall guarantee the total proposal price for a period of 90 days from the date of the proposal opening.

If requested by the city, the lowest responsible/responsive bidder agrees to produce the hard copy of the original Bid Bond prior to the Notice of Recommendation or Commission Meeting. Failure to do so may result in the bid being deemed non-responsive.

Alternately a cash bond or cashiers' check will be acceptable. All checks shall be made payable to the City of New Smyrna Beach on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation, as a guarantee that the proposer, if its proposal is accepted, will promptly execute the Agreement.

If the vendor selects to submit a cashiers' check or cash bond it must be received by the City no later than 5:00 pm on Monday, September 29, 2025. **Please submit in a sealed envelope to the following address:**

City of New Smyrna Beach

210 Sam's Avenue

New Smyrna Beach, Florida 32168

Attention Finance Department

*Response required

X.G Contract Execution, Payment Bond, and Performance Bond*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smyrna Beach so that it is received within **14 working days**after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm

*Response required

X.H Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

*Response required

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 18-25-LS - Design Build Playground, Sports Complex

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

X.J Introduction and Executive Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary

*Response required

X.K Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications

*Response required

X.L Project Approach & Management*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

X.M Proposed Design and Configuration *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Proposed Design and Configuration

*Response required

X.N Deliverable Timeline *

Upload documents to include a description of deliverable products and projected timeframe from design to installation in the completion of the project. Include a description that outlines the approach to be taken to meet the objectives of this solicitation. Include each project milestone to be complete within the proposed timeline.

*Response required

X.O Warranty

Upload documents pertinent to warranties or guarantees which may apply to the proposed playground equipment. Information may not limit or exclude any implied warranties.

X.P Fee Proposal*

Upload a detailed fee proposal outlining all cost associated in providing the necessary services to complete this project. Fee proposal shall be all-inclusive with no hidden fees.

*Response required

X.Q References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

X.R Financial Stability *

Upload a statement certifying that your firm is financially stable and have the necessary resources, human and financial, to provide the services at the level required by the City of New Smyrna Beach.

Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work which their team failed to complete in the last five

Information shall be uploaded one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

X.S Sunbiz and Sams.Gov*

Upload evidence of an active status on Sunbiz and unique identifier information for Sams.Gov

*Response required

X.T City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF completed city forms. Packet is provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

X.U Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name and title of Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 18-25-LS, Design Build Playground, Sports Complex, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be automatically renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 18-25-LS, Design Build Playground, Sports Complex, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists

of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid with addendums, and site survey
B. Awarded Proposal
C. Presentation of Services
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

DRAFT

Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT


160’
New Playground Area
216’
162’
63’
87’
94’
Current Playground

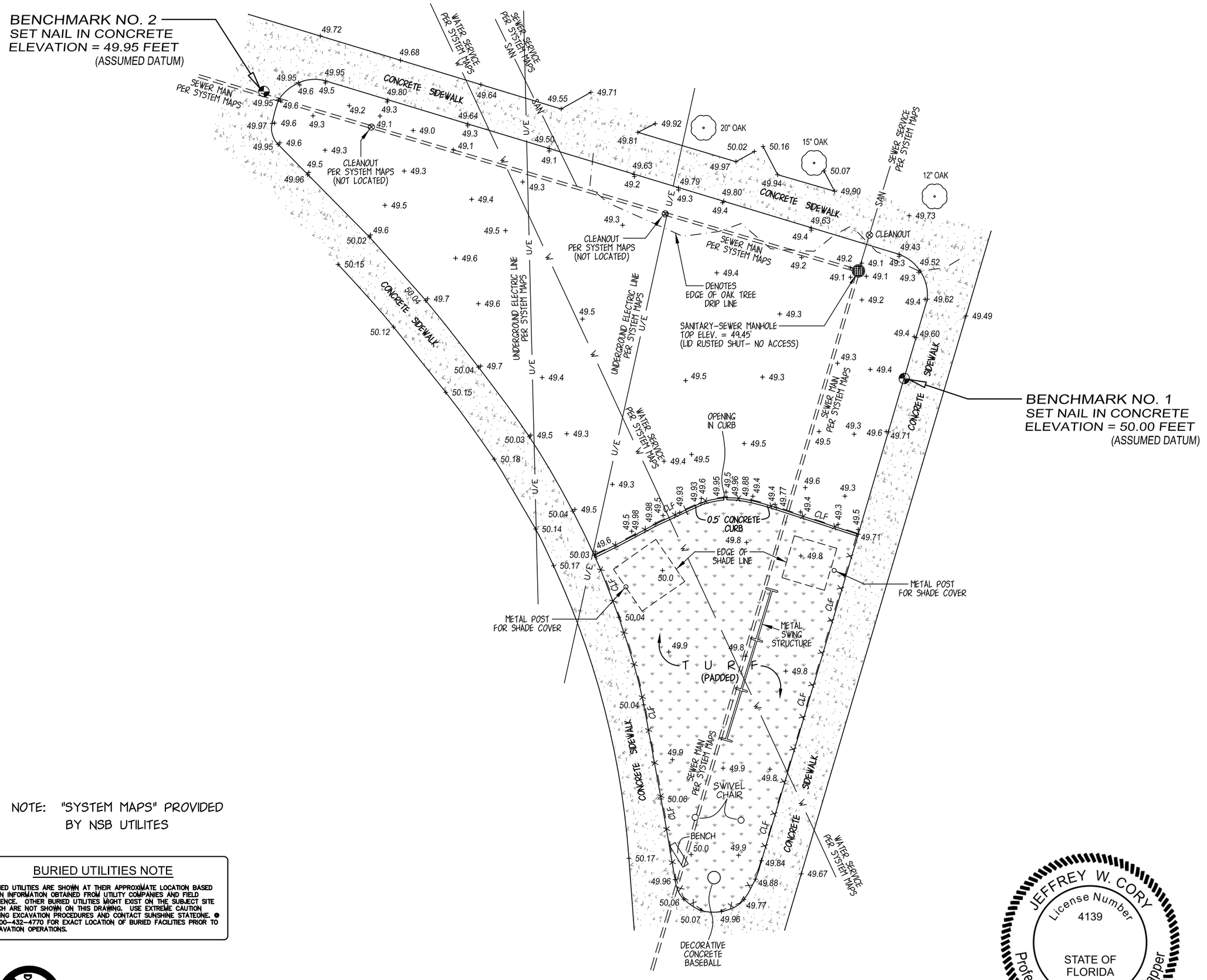

Area for new playground
Google



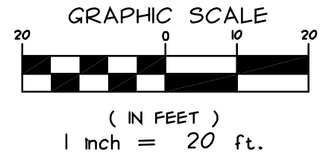



AC BROKEN!


WARNING
Playground equipment and/or surfacing in direct sunlight may reach temperatures high enough to cause serious burn injuries within seconds. Parent or guardian should check for hot surfaces before letting children play.







NOTE: "SYSTEM MAPS" PROVIDED BY NSB UTILITES

BURIED UTILITIES NOTE

BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT SUNSHINE STATEONE. ● 1-800-432-4770 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

CALL BEFORE YOU DIG...
1-800-432-4770
UTILITIES PROTECTION CENTER
IT'S THE LAW

PLAT OF TOPOGRAPHIC SURVEY OF

"NEW SMYRNA BEACH SPORTS COMPLEX PLAYGROUND AREA"

SURVEY REPORT:

1. Limits and scope of Topographic Survey identified by David Burgon, City of New Smyrna Beach.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
5. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
6. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
7. Elevations indicated hereon are in U. S. standard feet and decimals referenced to **an assumed datum**.
8. Unless otherwise noted, the monumentation has no identification number or name.
9. Features shown by symbol as indicated are not to scale.
10. The intended topographic features located and shown on this survey are the spot elevations, selected trees and playgroung
11. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
12. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: CITY OF NEW SMYRNA BEACH

JEFFREY W. CORY
License Number
4139
STATE OF FLORIDA
Professional Surveyor and Mapper

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
TOPOGRAPHIC SURVEY	07/01/2025	25-06-015	J.W.C.	J.W.C.	B.T.C.	J.W.C.
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED

CAD FILE: 250605

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB 7883 " UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- EMT = ELECTRICAL METAL TUBING
- FND = FOUND
- REC = RECOVERED
- N(Y) = NORTHING COORDINATE VALUE
- E(X) = EASTING COORDINATE VALUE
- LB = LICENSED BUSINESS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D.= NORTH AMERICAN VERTICAL DATUM
- N.G.V.D.= NATIONAL GEODETIC VERTICAL DATUM
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY

- △ = DELTA
- R = RADIUS OR RANGE
- L = ARC LENGTH
- C = CHORD
- CB = CHORD BEARING
- T = TANGENT OR TOWNSHIP
- (R) = RADIAL
- (NR) = NON-RADIAL
- (NT) = NON-TANGENT
- PC = POINT OF CURVATURE OR PARTY CHIEF
- PT = POINT OF TANGENCY

- (P) = PLAT
- (D) = DESCRIPTION
- (M) = MEASURED
- (C) = CALCULATED (CALC)
- (PR) = PRORATED
- (G) = GRID
- O.R. = OFFICIAL RECORD BOOK
- M.B. = MAP BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- W = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- F.F. = FINISHED FLOOR ELEVATION
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- + 0.0 = EXISTING ELEVATION (ELEV)

- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- = POWER POLE
- = GUY WIRE
- O/U = OVERHEAD UTILITIES
- A/C = AIR CONDITIONER
- CLF = CHAIN-LINK FENCE
- BWF = BARBED WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- = CONCRETE (CONC)
- = CONCRETE STOOP

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the Standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) N/A
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL MAP REVISED

DANIEL W. CORY SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: CITY OF NEW SMYRNA BEACH
SCALE 1" = 20' FILE # 1062-A

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: Design Build Playground, Sports Complex **Project ID:** RFP 18-25-LS

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: List of Subcontractors	
City of NSB Form: Trench Safety	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration listing Unique Identifier Number	

City of New Smyrna Beach

Title of Project Name: Design Build Playground, Sports Complex

Project ID: RFP 18-25-LS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	18-25-LS
BID TITLE:	Design Build Playground, Sports Complex

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 18-25-LS: Design Build Playground, Sports Complex.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2024.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Required Form: Designated List of Subcontractors TB RFP 18-25-LS: Design Build Playground, Sports Complex

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A.				
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:
Name: _____ Title: _____

Business Address: _____

_____
ATTEST:

_____ _____
Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this _____ day of _____, 2024.

CONTRACTOR _____

By:

Name: _____ Title: _____

Business Address: _____

_____

ATTEST:

_____ _____

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

ADDENDUM 1
RFP 18-25-LS, Design Build Playground, Sports Complex
AUGUST 18, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFP 18-25-LS, Design Build Playground, Sports Complex, issued August 18, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised date for Pre-bid Meeting: Pre-bid meeting is scheduled for 9:00 AM on Friday, August 29, 2025. Meeting will take place at the New Smyrna Beach Sports Complex located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida 32168

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
RFP 18-25-LS, Design Build Playground, Sports Complex
AUGUST 29, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFP 18-25-LS, Design Build Playground, Sports Complex, issued August 18, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised timeline:

- Deadline for Written Questions: Questions are due prior to 5:00 PM on September 12, 2025
- Proposals: Proposals are due prior to 5:00 PM on September 29, 2025
- Opening: Received proposals will be opened at 9:00 AM on September 30, 2025
- Evaluation: Evaluation meeting is scheduled for 10:00 AM on October 13, 2025
- Presentations: If applicable, TBD
- Recommendation to Commission is TBD

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 3
RFP 18-25-LS, Design Build Playground, Sports Complex
September 2, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 3 to **RFP 18-25-LS, Design Build Playground, Sports Complex,** issued August 18, 2025. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** To confirm, is the area we are building within, the current turf area shown only, or is it expanding out to where the yellow lines are shown on the google overhead?

   Answer: Expanding to the yellow lines.

2. **Question:** what is the turnkey budget for this playground?

   Answer: We are requesting that interested firms submit their best proposal(s) for the playground/space.

3. **Question:** Will there be any requirements/interest for Drone photos/videos for this project?

   Answer: There is interest, not required.

4. **Question:** Is there a cost estimate or budget associated with this project?

   Answer: See response to question 2.

5. **Question:** It mentions possible test requirement on material and further details are set out in the specifications. Will there be a project specifications document coming out?

   Answer: No additional project specifications/documents are coming out.

6. **Question:** Is there a budget for the playground and surfacing?

   Answer: See response to question 2.

7. **Question:** For the shade sail, is there a separate budget for that also are you looking to see an alternative design to include shades?

   Answer: Design with shade sail is preferred, can be listed as an add-on if necessary.

8. **Question:** Are we to fill in the entire yellow outlined space?

   Answer: Yes.

9. **Question:** Is the City responsible for removal of the existing equipment or is the Contractor?

   Answer: Contractor.

10. **Question:** Can you elaborate on what the city would like to see in regard to a signature play piece?

    Answer: A large playground component specific to the space that ties the theme together, ex: sports, beach, planes, pirates, etc. A piece that is memorable to visitors of the complex.

11. **Question:** If the contractor is responsible for removing the existing equipment, do we also need to remove the surfacing, fencing, and shades? If removing the surfacing, what is the subbase of the existing?

    Answer: Yes, contractor removes existing surfacing, fencing, etc. Subbase of the existing space is rock.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal. Received by (Print): _____

Proposer Signature: _____ Firm Name (Please Print): _____

ADDENDUM 4
RFP 18-25-LS, Design Build Playground, Sports Complex
September 9, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 4 to **RFP 18-25-LS, Design Build Playground, Sports Complex,** issued August 18, 2025. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

- **Attachment: Prebid Sign-in Sheet**
- **Section II.A, Summary, has been revised.**

Questions/Answers:

1. **Question:** Is new fencing required around the new perimeter? And if so, how many gates and/or openings are required?

   Answer: No

2. **Question:** Can a staging area be set up next to the concession stand with temporary orange fencing around it?

   Answer: Preferred staging location will be behind the concession stand.

3. **Question:** Can you elaborate where funding is coming from for this project?

   Answer: The project will be funded through the Community Redevelopment Agency and Recreation Impact Fees.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal. Received by (Print): _____

Proposer Signature: _____ Firm Name (Please Print): _____

RFP 18-25-LS, Design Build Playground, Sports Complex

Prebid Meeting: August 29, 2025 @10:00 am

1800 Turnbull Bay Road, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Janet Vivian, Purchasing Agent, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2654 jvivan@cityofnsb.com
Robert Salazar, Leisure Services Director, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2891 rsalazar@cityofnsb.com
Tuan Huynh, Senior Civil Engineer, City of New Smyrna Beach, Florida	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2814 thuynh@cityofnsb.com
David Burgoon, Sports Complex Manager	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-410-2883 dburgoon@cityofnsb.com
David Ray, Public Works Director, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-424-2202 dray@cityofnsb.com
Samantha Bergeron, Economic Development Director, City of New Smyrna Beach	210 Sams Avenue, New Smyrna Beach, Florida, 32168	386-424-2160 sbergeron@cityofnsb.com

Please Print

RFP 18-25-LS, Design Build Playground, Sports Complex

Prebid Meeting: August 29, 2025 @10:00 am

1800 Turnbull Bay Road, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Justin Nash Canaveral Construction		321-863-7322 Justin@canaveralconstruction.com
Stefani Rashid Canaveral Construction		407-285-7021 Stefani@canaveralconstruction.com
SALLY-ANN BALL ADVANCED RECREATIONAL CONCEPTS.	3127 SKYWAY CIRCLE #101 MELBOURNE FL 32934	407-730-1572 SBALL@ARCFLORIDA.COM
Nathan Almon Rep Services, Inc.		407-831-9658 nathan@repservices.com
Larry Schneider Jamin Playgrounds	Sandra	admin@jamnplay.com
Jimmy Gandy PLAYWORX PLAYSETS	8014 CUMMING HWY CANTON, GA	386-290-4043 JIMMY@PLAYWORX.COM
Debbie Lloyd Top Line Recreation	Deltona, FL.	407-579-1410 debbie@toplinerec.com
Steve Larson GAMETIME	Longwood, FL	904-325-4349 stevel@gametime.com
ELISHA KENNEDY OVATION CONSTRUCTION		407257 8466 elisha@ovationkkc.net
Josh Mesmer	Port Orange FL,	239-839-4526 joshm@playmoreonline.com

Please Print

RFP 18-25-LS, Design Build Playground, Sports Complex

Prebid Meeting: August 29, 2025 @10:00 am

1800 Turnbull Bay Road, New Smyrna Beach, Florida 32168

Attendees		
Name and Firm Represented	**Mailing & Street Address**	**Telephone & Email Address**
Stacy Kompan.		904.716.7605
Paul Culver Construction		Paul@PaulCulverConstruction.com 386-763-4190

Please Print

ADDENDUM 5
RFP 18-25-LS, Design Build Playground, Sports Complex
September 22, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 5 to **RFP 18-25-LS, Design Build Playground, Sports Complex,** issued August 18, 2025. This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** What is the desired number of children the playground should accommodate at one time?

   Answer: The play space should be designed to safely accommodate an appropriate number of children, ensuring adequate space, and access to exits in accordance with safety regulations.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

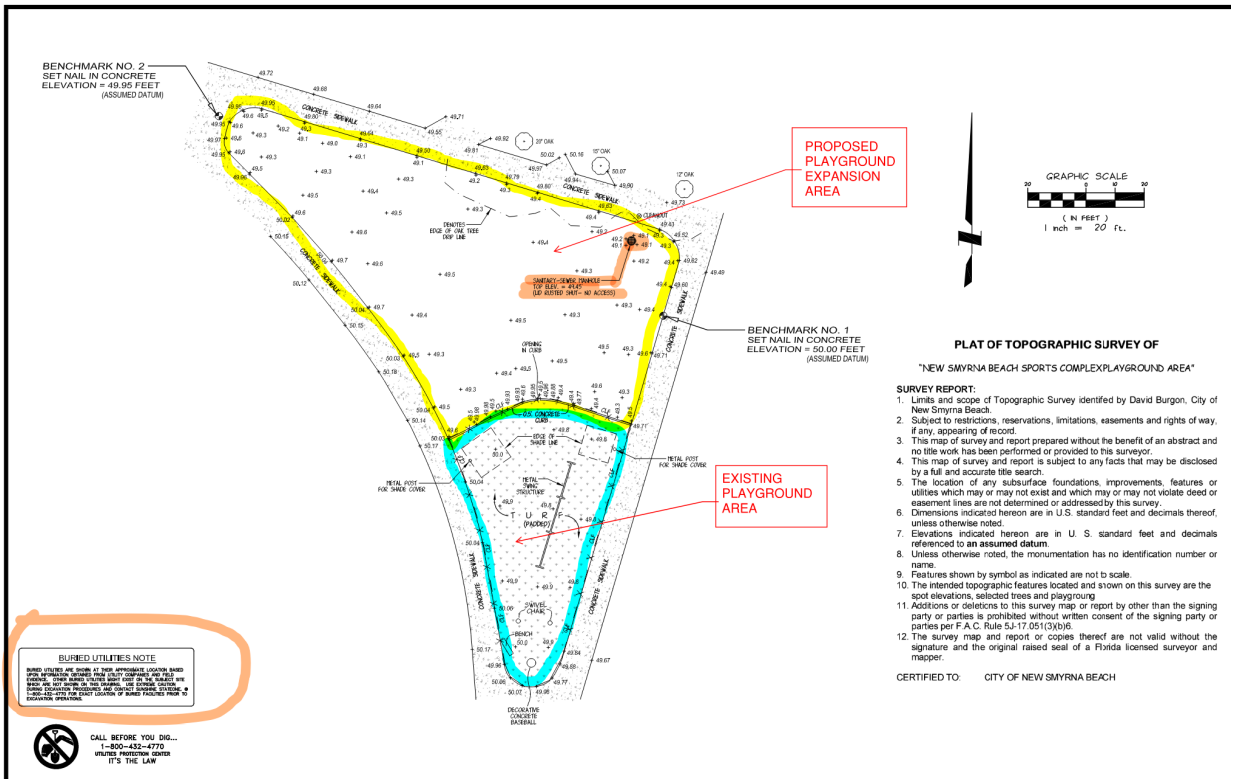
Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal. Received by (Print): _____

Proposer Signature: _____ Firm Name (Please Print): _____

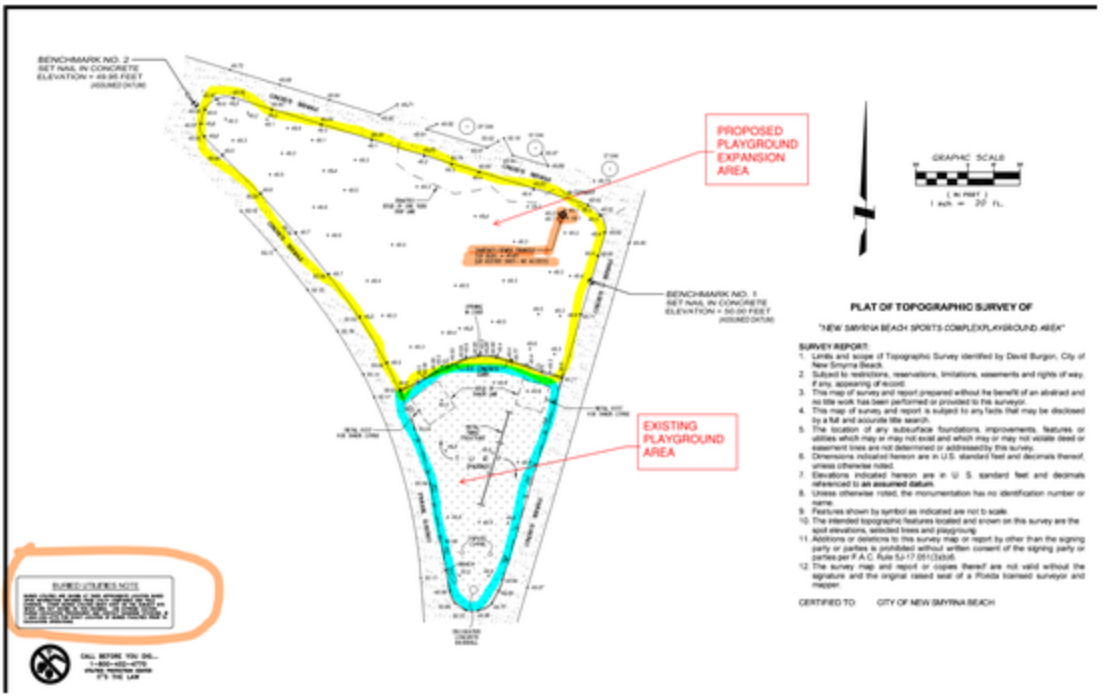
From: Salazar, Robert
To: Drury, Jo Anne
Subject: Sports Complex Playground Impact Fees Justification
Date: Tuesday, November 4, 2025 9:15:00 AM
Attachments: image001.png
2506015 07-14-2025_s.pdf
image002.png

Jo,

The Sports Complex playground project is slated to cost approximately $1.1 million. The existing playground is small and features include swings, artificial surfacing, and benches. The budget to replace the existing playground was $500,000. During the RFP process, a more comprehensive approach was taken to the installation of the new playground that would incorporate more of the available space adjacent to the existing playground. This approach was taken to expand the footprint of the playground and allow the playground to serve more children simultaneously. The proposed playground expansion area more than doubles the footprint of the playground. The vast majority of proposals received during the RFP process utilized the entirety of the space, however one proposal proposed to only utilize the new space and leave the existing playground in tact with no change. The cost of that proposal was $600,000. The below map is from the survey we had completed that identifies the existing playground's footprint and the project footprint of the expanded playground.



Robert Salazar, CPRE, MPA
Leisure Services Director
City of New Smyrna Beach
201 N. Myrtle Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2890
rsalazar@cityofnsb.com
www.cityofnsb.com



PLAT OF TOPOGRAPHIC SURVEY OF

"NEW SMYRNA BEACH SPORTS COMPLEX/PLAYGROUND AREA"

SURVEY REPORT:

1. Limits and scope of Topographic Survey identified by David Burgon, City of New Smyrna Beach.
2. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
3. This map of survey and report prepared without the benefit of an abstract and no title work has been performed or provided to this surveyor.
4. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
5. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
6. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
7. Elevations indicated hereon are in U. S. standard feet and decimals referenced to **an assumed datum**.
8. Unless otherwise noted, the monumentation has no identification number or name.
9. Features shown by symbol as indicated are not to scale.
10. The intended topographic features located and known on this survey are the spot elevations, selected trees and playground.
11. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
12. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: CITY OF NEW SMYRNA BEACH

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

CONSIDER THE APPROVAL OF RFQ 24-25-BLDG DEMOLITION SERVICES CONTRACT TO SAMSULA WASTE, INC, DBA: SAMSULA DEMOLITION.

December 9, 2025

Background:

There exists in the City, structures that are or may become unsafe or dilapidated due to lack of maintenance or damage caused by weather, fire, vandalism, vermin, insects or other such conditions. These structures constitute a menace to the health, safety, and welfare of the city citizens. All buildings or structures of any kind, including all electrical, gas, mechanical or plumbing systems, which are unsafe or insanitary, which constitute a fire hazard, or which are dangerous to human life or a hazard to safety or health shall be demolished. The city requested sealed qualifications from licensed Contractors to provide demolition services on an as-need basis for both residential and commercial structures as designated by the City and within the City of New Smyrna Beach, Florida. Services include the removal of foundations, footings, concrete floors, driveways, curbs, streets parking areas, walkways, buried fuel tanks, batteries, tires, and other appurtenances which are attached to the building.

The project was advertised on September 3, 2025, and statements of qualifications were opened on October 7, 2025. In response to the advertisement, The City received two (2) proposals:

- Reclaim Company
- Samsula Waste, Inc.

Findings:

Based on the evaluation performed by staff on October 20, 2025, it was determined that Samsula Waste has a well-qualified management team, resources needed to complete tasks and has many years of experience with demolition of all types. Samsula Waste has worked with the City in the past, is a local company and having considerable resources near the City allows for them to have a highly competitive fee structure. Their fees are substantially less than the second bidder. Staff recommends awarding the contract for RFQ 24-25 to Samsula Waste Inc.

Fiscal Analysis:

Funds have been included in this year's budget to cover expenses for demolish of residential and commercial structures.

Budget line: Housing Demolitions Account # 113.52.524.52401.534013.

Strategic Plan Item:
No

Staff Report Created By: Steve Woodworth - Chief Building Official

Attachments:

1 RFQ 24-25-BLDG w Attachments.pdf
2 Evaluation Tabulation.pdf
3 Samsula Proposal.pdf
Signed Samsula Waste Inc Contract.pdf

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFQ 24-25-BLDG

DEMOLITION SERVICES

RELEASE DATE: September 3, 2025
DEADLINE FOR QUESTIONS: September 17, 2025
RESPONSE DEADLINE: October 6, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFQ 24-25-BLDG

Demolition Services

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. Description of Services .....
V. Minimum Qualifications .....
VI. General Information .....
VII. Insurance Requirements .....
VIII. Submittal Requirements .....
IX. Terms and Conditions .....
X. Responsibilities of the Contractor .....
XI. Authority and Duties of the Chief Building Official .....
XII. Federal Conditions .....
XIII. Required Responses .....

Attachments:

A - Public Records
B - Draft Contract
C - Required Forms
D - Fee schedule
E - Federal Contract Provisions
F - Executive Order
G - Reference Questionnaire

I. Public Notice

24-25-BLDG

Demolition Services

The City of New Smyrna Beach, Florida (the "City") is requesting qualifications from licensed Contractors interested in providing Demolition Services for both residential and commercial structures as designated by the City and within the City of New Smyrna Beach, Florida.

Solicitation Documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb. All required documents shall be completed and submitted through the City's eProcurement Portal.

End of Advertisement

Publish: Daytona News Journal, Wednesday, September 3, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

The headings and subheadings used throughout this solicitation, including attachments and Contract Documents, are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

II.A Summary

The City of New Smyrna Beach is requesting sealed qualifications from licensed contractors to provide Demolition Services.

The intent of this solicitation is to establish a pool of Contractors to provide demolition services on an as-need basis using purchase orders issued by the City. The City makes no covenant or promises as to the number of available projects or that the awarded Contractors will perform any project for the City during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work.

Expiration of the term of the contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City.

If made, the recommendation of award will be made to the best overall contractor(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document.

Proposers shall become familiar with all the terms contained in the contract and be willing to execute the contract before submitting a proposal. There shall be no exceptions to either the scope of services or the terms of the contract.

II.B Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The city was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the city is composed of an elected five-member City Commission consisting of the mayor and four commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

II.C Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D Timeline

Issue RFQ Notice	September 3, 2025

Deadline for Written Questions	September 17, 2025, 5:00pm
Proposal Submission Deadline	October 6, 2025, 5:00pm
Opening of Submittals	October 7, 2025, 9:00am Link to join the meeting is provided in Section VI.Z of this document and on the city website. or call in (audio only): 786-636-1338 Phone Conference ID: 123 937 056#
Evaluation Meeting	October 20, 2025, 10:00am Link to join the meeting is provided in Section VI.N of this document and on the city website. or call in (audio only): 786-636-1338 Phone Conference ID: 863 624 272#
Recommendation of award to City Commission	November 11, 2025

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", "Contractor", "Company", "Firm", "Corporation", "Business", "Proposer," "Respondent", and/or "Vendor," are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Notice: Information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented. If none is so made, it is irrebuttable presumed not to have been given by the Contractor to the Owner.

Owner: City of New Smyrna Beach

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. Description of Services

IV.A General Description of Services

The City of New Smyrna Beach is requesting sealed qualifications from licensed Contractors to provide demolition services of both residential and commercial structures as designated by the City and within the City of New Smyrna Beach, Florida. The work shall consist of demolishing structures identified by survey for properties located within the jurisdiction of New Smyrna Beach, Florida.

Structures shall be defined as, but not be limited to, buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, decks, or other structures. Structures shall be completely demolished and cleared from the property as directed by the City Building Official.

All sheds, porches, roofed areas, and other appurtenances, which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building. Steps, chimneys, column footings, other footings, foundation slabs, basements, or

other foundation components shall be required to be removed as such structures are part of the scope of work.

Qualified contractors shall be responsible for all applicable permits, inspections, labor, materials, equipment, tools, mobilization, supervision, and incidentals necessary to complete the demolition of a structure (including the proper removal and disposal of the debris and grading). The City assumes no liability for any equipment owned or leased by the Contractor.

Work will also consist of repairing street(s) and sidewalk(s) if damaged during the demolition process. The Contractor agrees to commence work within Twenty (20) Days after the date of the Notice to Proceed and shall complete the work within Thirty (30) consecutive calendar days thereafter.

All materials removed from the building or portions of building must be removed from the site daily wherever possible. When any part of the structure must be left standing or any debris remains on the property at the conclusion of the workday, the contractor must secure the area to minimize hazards.

Services under an awarded contract includes but are not limited to:

- Perform a pre-construction inspection of the work area(s) prior to the commencement of work. The Contractor shall maintain a record (photographs, video or other documentation) of existing work area conditions. The City of New Smyrna Beach Building Official will conduct project inspections.
- Properly demolish, remove, and dispose of requested structure and its contents including permitted site improvements adjacent to structures.
- Demolition may require the removal of foundations and footings to a depth 2' below finish grade, concrete floors, driveways, curbs, streets, parking areas, walkways, buried fuel tanks, batteries, tires, et-cetera. Remove any remaining on grade concrete or asphalt not previously covered.
- Provide, install, and maintain any required erosion control for the length of the project.
- Provide and maintain any required barricading for site security for the length of the project.
- Contractors shall take all necessary precautions to avoid harming any existing vegetation. The contractors are responsible for adhering to city tree removal ordinances. Failure to comply with this requirement shall result in a fine.
- Resolving any interior hoarding shall be the Contractor’s responsibility.
- Swimming pools shall be drained and shall have the bottom surface broken sufficiently to allow drainage of rainwater and then filled using clean fill dirt at the unit price per cubic yard invoiced separately. The Contractor shall ensure that no rubble is buried on site other than the septic tank(s) and swimming pool as specified.
- Contractors shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition and removing existing utilities from structure

to property line. The contractors shall cap or abandon all on-site utilities. Should water or electricity be necessary to accomplish the demolition work, the Contractor must secure it from an outside source, i.e., water truck, fire hydrant, local utility agency, generator or temporary pole. The Contractor must obtain approval and permits from respective agencies and/or utility providers. All costs incurred are the responsibility of the Contractor.

IV.B Professional License

Respondents and their subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal.

Respondents shall be a Florida Licensed General Contractor, Building Contractor, Residential Contractor, or Demolition Contractor. Additionally, Respondents shall state if the firm has specific certifications, including but not limited to the following: Lead-Based Paint, Asbestos Removal, and other certifications appropriate to services listed herein.

Authorized Representative/Joint Ventures: Respondents submitting a letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

IV.C Contractor Responsibilities

Contractor Responsibilities include, but not limited to:

A. Provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.

B. Maintain and provide to the city copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.

C. Refine, clarify, and define the City's project description, data, and all other requirements as deemed necessary for each project.

D. Fill all holes or cavities with clean fill sand, to leave the premises in a clean, safe and sanitary condition. All disturbed areas must be raked free of debris and leveled to provide a uniform grade throughout.

E. Installation and maintenance of adequate traffic control devices, warning devices and barriers for the protection of the traveling public and workers, as well as safeguarding the work area in general.

F. The Contractor is responsible for determining local landfill policies prior to conducting a wet demolition to ensure a landfill is available which will accept the debris as construction debris. Proper disposal of all construction debris, including asbestos-containing material shall be the responsibility of the Contractor.

G. The Contractor shall be responsible for the repair of damage to adjacent buildings or other property that results from demolition activities.

H. The Contractor shall implement a "Health and Safety Plan" (HASP) for all activities on the Site. The HASP shall be based on available environmental reports for the property. Copies of the environmental reports shall be delivered to the Chief Building Official. The Contractor shall also prepare and provide a dust mitigation plan to be approved by the City prior to implementation.

I. All work shall be scheduled and performed during normal business hours (8:00 a.m. to 5:00 p.m.) unless otherwise approved by the City Building Official.

J. The Contractor shall be directly responsible for all work performed by their subcontractor.

K. Call for and pass the final inspection from the City of New Smyrna Beach Building Department before proceeding to the next site.

L. If a structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.900(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection
Air Program
3319 Maguire Blvd., Suite 232
Orlando, FL 32803-3767

IV.D Applicable Guidelines and Regulations

All work shall conform to the standards established by applicable OSHA, federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:

A. ANSI Z9.2-1979, Local Exhaust Ventilation Requirements,

B. ASTM E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Projects,

C. ANSI Z288.2-8 Practices for Respiratory Protection,

D. Environmental Protection Agency guidance document EPA 560/5-85-024, Guidance for Controlling Asbestos Containing Materials in Buildings

E. Florida Statutes 469, Asbestos Abatement

F. Florida Administrative Code (FAC): 1. FAC Chapter 62-257, Asbestos Fee, and 2. FAC Chapter 61E1-1, Asbestos Consultants/Contractors.

G. National Institute For Occupational Safety And Health (NIOSH) 94-113, NIOSH Manual of Analytical Methods, and in particular Method 7400

H. Code of Federal Regulations (CFR):

- 29 CFR 1910, Occupational Safety and Health Standards;
- 29 CFR 1926, Safety and Health Regulations for Construction;
- 40 CFR 61, National Emission Standards for Hazardous Air Pollutants;
- 40 CFR 763, Asbestos;
- 29 CFR 1910.1025 Lead Standard for General Industry;
- 40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;
- 29 CFR 1926.62 Lead;
- 40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;
- 24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;
- 49 CFR 171, General Information, Regulations, and Definitions;
- 49 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.

IV.E Fee Proposal

Awarded Contractors shall provide the City with a written proposal for each project as requested. Each proposal shall provide a detailed rate quoted for demolition for the type of structure, as stated on the fee schedule (Attachment Section of this document).

The proposal shall show a cost breakdown by item if different methods are being used on one (1) project. The project will be awarded to the lowest cost Contractor.

IV.F Disposal

All materials resulting from the demolition work, except such materials as may be the property of utility companies providing service to the building, shall be disposed of properly at either of the Volusia County's waste facilities, Tomoka Landfill (1990 Tomoka Farms Road, Port Orange, FL 32128) or West Volusia Transfer Station (3151 E. New York Ave., DeLand, FL 32724).

V. Minimum Qualifications

V.A Minimum Qualifications

Proposers must satisfy the minimum requirements listed below to be considered.

- Possess the correct Business Tax Receipt, Volusia County Specialty License as a Demolition Contractor, or State of Florida General Contractor's license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications required for each project.
- Respondents shall be a Florida Licensed General Contractor, Building Contractor, Residential Contractor, or Demolition Contractor.
- Be currently certified, licensed and authorized to work in the State of Florida
- Registered with an Active Status on Division of Corporations (Sunbiz)
- Have a minimum of five (5) years' experience.
- Demonstrate capability, past experience and expertise.
- Qualified staff capable of performing the required services.
- Insured and meeting insurance requirements applicable to perform the services.

Important Notes:

A. If you are not a single prime contractor, you will be required to list all subcontractors to be used for this project and their professional licenses.

B. Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

C. The City of New Smyrna Beach reserves the right to require the proposer to submit such evidence of his/her qualifications and experience as it may deem necessary and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a proposer.

D. If you have questions regarding required professional licenses and Business Tax Receipt, contact the City of New Smyrna Beach Building Department at (386) 410-2860.

VI. General Information

VI.A Ambiguity, Conflict, or Other Errors

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or any other errors in this document, the proposer shall immediately notify the Purchasing Agent, noted herein, of such error in writing and request a modification or clarification of the document. The Purchasing Agent shall make modifications by issuing an addendum and shall post to the City's e-Procurement portal and give written notice to all parties who have received this document. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this document prior to submitting a response or it shall be waived.

VI.B Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

VI.C Assignment

The Proposer shall not assign or transfer any contract resulting from this solicitation, including any rights title or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City.

VI.D Cancellation

The City reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the City. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.

VI.E City's Rights to Accept or Reject Proposals

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all proposals, to waive any irregularities, or to accept a proposal which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

Any proposal may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the items in the fee proposal, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting proposals.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

VI.F Collision Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

VI.G Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. Please be aware that, under the competitive process, the stipulations set forth herein are fully binding on the Proposer to the extent that you confirm acceptance by your electronic submission.

By submitting a response, the Proposer certifies that the Proposer has fully read and understands this solicitation document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.

VI.H Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, contractors or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

VI.I Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, partner, proprietor, associate, or agent who is also an officer or employee of the City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of the City who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.

VI.J Contract

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements, or other documents supplied by the proposer.

The successful Proposer shall execute and return the agreement to the City, within fourteen (14) days after receipt along with any and all additional contractual documents, insurance certificates/verifications and any other documents required as outlined in this solicitation document. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

In conjunction with the agreement, a purchase order or other form of payment will be established by the City prior to the start of any project, service, or work by the Proposer.

Failure on the part of the successful Proposer to execute an Agreement(s) as required will be just cause for the rescindment of the award. In this event, the Proposer shall forfeit the security bond guarantee to the City in the manner previously described herein.

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Contract Negotiations: The City will attempt to negotiate an agreement with the top ranked firm(s) or individual which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein.

Contract Term: Resulting contracts will be for an initial term of three (3) years with the possibility of one (1) optional two (2) year renewal term upon mutual consent of the parties and approved by City Commission. The City reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.

VI.K Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By

submission of a proposal, the Proposer agrees that any and all costs associated with the preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

VI.L Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of Professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

VI.M Due Date

Electronic proposals shall be received prior to 5:00 pm on Monday, October 6, 2025, via the City’s e-Procurement Portal.

Submittals will not be permitted or accepted after this date and time. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding proposers for any expenses incurred in preparing a response to this solicitation.

Contact OpenGov technical support at support@opengov.com if technical difficulties arise during the submission of a proposal.

Received proposals are subject to the conditions specified herein and on any attached sheets, specifications, special conditions, or vendor notes.

The City is not responsible for the failure of a Proposer or the Proposer's agent to submit responses in a timely manner. Proposals by email, telephone or fax shall be rejected as non-responsive.

VI.N Evaluation of Submittals

An evaluation committee shall independently review and score each proposal based on the criteria set forth in this document.

Presentations or demonstrations may be scheduled for the top-ranked proposer(s). If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City, or a receipt of a proposal by the City, offers no rights upon the consultant nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

Date and time of meeting is provided in the Section 2 of this document. May also join the meeting with the following link: Join the meeting

VI.O Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

VI.P Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

VI.Q Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

VI.R Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any proposer receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded proposer to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

VI.S Inquiries

To ensure fair consideration for all parties, the City prohibits communication to or with any department, division, employee, or City representative from the issuance date of this solicitation until the City's final action. Unauthorized contact regarding this solicitation with any employee, and/or elected City officials of the City of New Smyrna Beach other than purchasing may result in disqualification from this procurement process of the contacting individual/firm submittal.

All questions related to this solicitation shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on NO VALUE. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City.

All responses to questions will be in the form of an addendum that will be posted on OpenGov. Proposers are required to acknowledge receipt of the posted addendums, if any, by signing a posted addendum and submitting a signed copy with a submitted proposal.

It is the responsibility of the prospective respondents to check OpenGov for addendum(s) and other important information pertaining to this solicitation. The City reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a proposal. The responses are to be provided in writing.

The City is not responsible for the content of any public solicitation package received through any 3rd party service or any source not listed above. It is the sole responsibility of the contractor to ensure the completeness of the documents received from any 3rd party. The City is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from our or any website.

VI.T Joint Ventures

Proposers that are intending to submit a proposal as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a proposal. Please refer to Section 489.119 Florida Statutes.

Joint venture proposers must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project or services outlined herein.

VI.U Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this solicitation. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

VI.V Legal Requirements

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the proposer will in no way be cause for relief from responsibility.

VI.W Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded proposer(s) shall hold and save the City of New Smyrna Beach, its officers, agents, and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, acts of nature and similar occurrences making performance impossible or illegal.

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

VI.X Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed qualification methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

VI.Y On-line Provider Disclaimer

The City of New Smyrna Beach is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

It is recommended that proposer register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website.

In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

VI.Z Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened, and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Join the meeting

Proposers may contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

VI.AA Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach.

VI.BB Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or

parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

VI.CC Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, contractor, and/or any employee of the contractor from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or contractor from doing business with the City for a specified period of time, including but not limited to: submitting proposals, responses, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or proposer for cause.

VI.DD Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this solicitation, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

VI.EE Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement Agent with a detailed explanation and justification including statutory cites and specific reference to a submitted proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes

All proposals received from proposers in response to this solicitation will become the property of the City of New Smyrna Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

VI.FF Protest Procedures

A. Proposers who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, Scope of Services, or required documents, are not subject to protest.

B. Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

C. A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

D. The formal written protest shall include with it a protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein shall constitute a full waiver of all rights to protest the City's decision regarding award of the solicitation. For full protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

VI.GG Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

VI.HH Public Records

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The proposer should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

IF THE CONSTRACTOR 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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 public agency.

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

VI.II Relation of City

It is the intent of the parties hereto that the contractor shall be legally considered an independent contractor, and that neither the contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said contractor, their employees or agents resulting in either bodily or personal injury or property damage to any individual, consultant, or corporation.

VI.JJ Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible proposers for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Agent to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

VI.KK Single Proposal

Each proposer must submit, with their proposal, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-contractor to any other proposer submitting under the same solicitation.

The proposals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

VI.LL State Registration Requirements

Proposers submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to the award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

VI.MM Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

VI.NN Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the city prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

VII. Insurance Requirements

VII.A Insurance Requirements

The Contractor shall purchase and maintain at its own expense, during the term of the contract, the types and amounts of insurance with limits no less than those provided below, in the form and from companies satisfactory to the City. The required types and limits of insurance is a general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy.

Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the solicitation and/or contract documents.

Subcontractors and Independent Contractors: All subcontractors & independent contractors utilized by the Contractor to provide services to the City under this Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor.

A. Workers' Compensationshall be secured and maintained by the selected Contractor for all employees engaged in the work under this solicitation in accordance with the laws of the

   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected Contractor at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be secured and maintained by the selected Contractor with limits not less than the following:

   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability

C. Umbrella Liability: The Contractor Vendor will provide an umbrella policy in excess to the coverage in paragraphs B and C of no less than
$1,000,000.00.

D. **Pollution Liability:** The Contractor shall purchase and maintain Pollution Liability Insurance with limits no less than $1,000,000.00 per occurrence
or claim, and $2,000,000.00 policy aggregate.

Notes:

- The Contractor shall obtain and maintain insurance during the life of the Contract in the amounts and types as listed above.
- If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
- The selected Contractor will be required to name the city as an additional named insured and as the Certificate Holder with the following address:

  City of New Smyrna Beach
  210 Sams Avenue
  New Smyrna Beach, FL 32168

- Cancellation: Thirty (30) days' written notice of cancellation is required to Certificate Holder

VII.B Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection. Proposer also understands that the evidence of required insurance may be required within fourteen (14) days upon acceptance of the bid by City Commission.

The Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VII.C Contractor's and Subcontractor's Insurance

The Contractor shall not commence work under this Contract until all of the insurance that is required has been obtained and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved. The Owner shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

VII.D Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability Insurance for the protection of such of his employees not otherwise protect under such provisions.

VII.E Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.F Subcontractor's Public Liability and Property damage Insurance

The Contractor shall require each of their subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amount specified above naming the Contractor and Owner as Additional Insured.

A certificate of such insurance will be required to be filed with the Owner before any work begins.

VII.G Scope of Insurance and Special Hazards

The required insurance outlined above shall provide adequate protection for the Contactor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by the Contractor, and also against and of the special hazards which may be encountered in the performance of this Contract.

VIII. Submittal Requirements

Firms submitting a response shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VIII.A Evaluation Committee and Evaluation Factors

A Committee of City employees shall evaluate and rank each submittal based on information provided.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Presentations provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

The evaluation criteria may be modified for the oral presentation portion of the evaluation.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points per Evaluation Committee Member
Letter of Interest and Management Summary	15
Experience and Qualifications	30
Resources and Financial Stability	20
Fee Schedule	25
References	10
Total	**100**

VIII.B Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the contractor.

VIII.C Letter of Interest and Management Summary

Provide a letter of interest, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), title/position, specific duties, telephone number(s), and email(s) of the authorized contact person(s) administering the contract.

Provide a Management Summary of not more than two (2) pages that highlight the reasons as to why they should be recommended an award of contract.

Information shall be signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz).

If anyone other than the officers listed on the Sunbiz website will be signing, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

VIII.D Experience and Qualifications

At a minimum shall include:

Background of your firm including number of years in business, number of personnel, and other pertinent information.

Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers. If applicable, list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

Provide information on prior failure (if any) to perform services related to an awarded contract.

Within the past five years, if your company has been cited by any local, state or federal agencies for violations involving safety procedures, please describe the details and outcome, including the agencies' name and contact number.

Provide a copy of Volusia County Specialty License for Demolition Contractor, and/or State of Florida General Construction Contractor License, and Florida business license.

VIII.E Resources and Financial Stability

A brief description of what financial resources, equipment, and ability the Respondent possesses to perform the services.

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. Submit Dun and Bradstreet number only with proposal.

VIII.F Applicable Certification/Licenses

Respondents shall provide copies of all applicable certifications and licenses for their staff and subcontractors.

Respondents shall be a Florida Licensed General Contractor, Building Contractor, Residential Contractor, or Demolition Contractor. Additionally, Respondent shall state whether or not the firm has specific certifications, including but not limited to the following: Lead-Based Paint, Asbestos Removal, and other certifications appropriate to the services listed herein.

VIII.G Fee Schedule

Submittals shall include a detailed list of fees; form is provided in the Attachment Section of this document. Fee schedule shall include a full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Proposer may include a list of additional services available with corresponding fees. List must be on company letterhead, and signed.

Fee schedule shall include mobilization of equipment, utility locates and disconnects, demolish and disposal of structure(s), removal and recycling of all concrete footings and slabs, while not disturbing adjacent properties, tipping fees, City of New Smyrna Beach permit requirements, supervision, traffic control, leaving lot free and clear of all debris and spray entire area with hydro seed.

Price not to include Abandonment/capping of any wells, tanks and LP gas lines, landscaping, utility relocates, fencing for other than site security or erosion control, surveys, irrigation, sodding, well points, sewer line, and removal of any septic tank system.

Documents must be signed by an authorized Officer within your organization.

VIII.H References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. Preferably, projects/customers in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. A reference is form is provided in the Attachment Section of this document.

Notes:

- The City of New Smyrna Beach shall not be listed as a reference.
- Selected customer can only be listed once.
- Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

VIII.I Reference Questionnaire

Proposers shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Monday, October 6, 2025.

VIII.J Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the solicitation, insurance requirements or any other requirements listed in the herein. If no exceptions are indicated in this section, it shall be understood that no exceptions to these documents shall be considered after the award, or if applicable, during negotiations.

Incorporation in a proposal of exceptions to any portion(s) of the solicitation specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Proposer's response on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be uploaded with the submitted proposal.

Agency's Terms and Conditions: Proposers must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the submitted proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

VIII.K Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of each submittal requirement in the below order. Submittal must be in a professional format and signed by an authorized officer of your organization.

- Letter of Interest and Management Summary
- Experience and Qualifications
- Resources and Financial Stability
- Applicable Certificates and Licenses
- Fee Schedule
- Acceptance of Conditions
- City required forms
- Addendums (if applicable)

IX. Terms and Conditions

IX.A Claims and Damages

Requirement for Notice: Any requirements of the Contract Documents (or) for notice of direction to the Owner shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made.

Claims for Extra Cost: If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, the Contractor shall give the City written notice on a form to be furnished by the City within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the Chief Building Official shall then be made as specified in the Terms and Conditions Section of this solicitation. If this decision requires a Change Order, the procedure shall be as provided for in the Terms and Conditions Section of this solicitation. No claim shall be valid unless so made.

Claims for Damages: Any claims for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid.

Liquidated Damages: If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the solicitation, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, and appliances as may be on the site of the work or contained within any storage facility. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby.

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document shall be FIFTY ($50.00) DOLLARS **For Each Calendar Day** of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

Additional Owner Expense: Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of Chief Building Official supervision and inspection furnished by the City shall be at the expense of the Contractor and /or Surety. Such expenses shall be considered to be equal to the job payroll of the Owner plus One Hundred Fifty (150%) percent thereof for overhead, plus on-the-job mileage. These expenses shall be deducted from monies due the Contractor. The amount of these expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

IX.B Commencement of Work

Proposer agrees to commence work within TEN (10) CALENDAR DAYS after the date of the Notice to Proceed letter and shall complete the work within THIRTY (30) DAYS thereafter.

The City understands that lead times are becoming an issue throughout the construction industry. Consideration for extensions will be made for documented delays on purchase orders and substantiated lead time provided by suppliers.

IX.C Effectiveness and Duration

The draft agreement provided in the "Attachment" Section of this document will be the contracting mechanism for the solicitation award. The agreement may not be amended, and any exceptions noted by the proposer to this document will not be considered. The draft agreement is provided as an example and shall not be included as part of your submittal.

An executed agreement or contract alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials.

During the term of a contract, the City may require changes which alter the contract specifications provided that such changes are within the general scope of the contract. The parties agree to renegotiate to comply with any applicable current or revised state laws, regulation, or increases/decreases in allocations making any changes in the contract necessary.

Modifications of provisions shall only be valid through execution of a formal contract amendment, and duly signed by both parties. There are no obligations to agree by either party.

IX.D Liquidated Damages

The proposer further agrees to pay, as liquidated damages, the sum of FIFTY ($50.00) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted.

Said amount is agreed upon because the injury that the City of New Smyrna Beach ("Owner") may sustain by reason of breach of contract would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

IX.E Notice to Proceed

When the Contract has been executed on the part of the Owner, Contractor shall be provided a written Notice to Proceed. It shall be expected by the Owner that the Contractor shall obtain required permits and inspections within TWENTY (20) Days of the Notice to Proceed.

IX.F Payments to the Contractor

Monthly Payments to the Contractor: The Contractor shall plan his work on the basis of payment with passing final inspection. The Contractor shall request payment post passing final inspection. The payment amount shall be reviewed and approved by the Chief Building Official. The determination of the Chief Building Official shall be binding. Payment shall be made to Contractor within thirty (30) calendars of approval by Chief Building Official.

Contractor's Warranty of Title:

A. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will pass to the owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as “Liens” in these General Conditions).

B. The Contractor agrees to furnish an affidavit stating that all laborers, materialmen and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the materialmen, laborers, and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Liens: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case. and affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made, the Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest and a reasonable attorney’s fee.

Final Inspections: When the Contractor has completed the work in compliance with the terms of Contract Documents. he shall notify the Chief Building Official in writing that the project is ready for final inspection. The Chief Building Official shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Chief Building Official determines the project or portion thereof is ready for final inspection, he shall perform the same. Upon completion of the final inspection, the Chief Building Official shall prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions

governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the Chief Building Official, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Chief Building Official shall, pursuant to such inspection and re-inspection, certify to the Owner as to the completion of the final inspection. It is understood that the certification covers only those items, which can be physically inspected, and the Chief Building Official's certification indicates compliance within the standards of the construction industry as interpreted by the Chief Building Official.

Final Acceptance: When the Chief Building Official shall certify to the Owner as to the completion of the final inspection, the Contractor may make request for final payment. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract and has received certification of final inspection, he shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project unless the Owner with the Contractor has made previous agreement.

Final Payment: When the Owner has made final acceptance, the Chief Building Official will then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Chief Building Official, the Owner will make payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility: The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the Chief Building Official, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

IX.G Pre-demolish Inspection

The awarded Contractor shall be required to have a pre-demolish inspection performed by the Building Department. Disconnection of existing utilities, including but may not be limited to, electric, water, gas, phone, cable shall be performed, and any required safeguarding for trees, erosion, or security shall be in place prior to passing this inspection.

IX.H Progress and Control of the Work

Schedules and Progress Reports: The Building Official shall make or cause to be made any inspections necessary through the course of services provided.

Awarded Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work, to protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the reminder of the terms of this Contract. The schedule shall show, as a minimum,

the approximate dates on which each segment of the work is expected to be started and finished, and the approximate number of crews and equipment to be used. The Chief Building Official, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. Under the Contract, stating the existing status, estimated time completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Chief Building Official's review and approval.

Approval of Subcontracts: It is the intent of the Owner to have the Contractor perform the work. The only sub-contractors to be used are when the Contractor does not possess the required license to perform some aspect of the required work. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of person's payment selected, the Contractor shall adjust such dimensions as conditions may require. Nothing contained in the contract Documents shall create any contractual relation between any subcontractor and the Owner.

The Contractor shall furnish the Owner copies of all Contracts entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work: The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workers, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen: Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Chief Building Official. When and to what extent required by the specifications or by the Chief Building Official, the Contractor shall furnish the Chief Building Official with methods of work, which he contemplates incorporating in the work. Unusual equipment or methods of work used without such approval shall be at the risk of subsequent rejection.

The Chief Building Official or the Owner may require the Contractor to remove from the work such employees as the Chief Building Official or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time: If the Contractor will be delayed at any time in the progress of the work by any act or negligence of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably be extended by the Owner.

No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice".

The article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

IX.I Rights and Responsibilities of the Owner During Construction

Lands for Work: The Owner shall provide the lands upon which the work under this Contract is to be done, except that which the Contractor may require for any off-site storage of materials and machinery.

Use of Completed Portions: The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

The Owner's Right to Do Work: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work: If any part or portion of the work done under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of the Owner, on recommendation of the Chief Building Official, shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable, and such retention shall not constitute a waiver by the Owner of the Contractor's obligation under the Contract.

Suspension of Work: If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable equipment, or if the Contractor fails to make prompt payments to

subcontractors or for labor or equipment, or if the Contractor fails to comply with work schedules, the owner or Chief Building Official may order the contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time will be allowed for this suspension.

The Owner or Chief Building Official may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase to the project time directly attributable to any suspension if he makes a claim.

Termination of the Contract: If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor for any of his property, or if he files a petition to take advantage debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;. or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Chief Building Official, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient.

In such case, the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct or indirect cost of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Chief Building Official and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

IX.J Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment that the Contractor is furnishing. The Contractor shall defend all suits or claims for infringement of any patented right and shall save the City harmless from loss on account thereof and cost and attorney's fees incurred, therefore.

IX.K Safety and Health Regulations

A. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).

B. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

IX.L Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work site shall be provided at Contractor's expense and shall be properly secluded from public observations. The Contractor shall construct and maintain the sanitary facilities in such a manner and at such points as approved by the Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

IX.M Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the City, its employees, officials, and agents, and defend them from all costs, expenses, damages, attorney's fees, injury or loss, to which the City may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

IX.N Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such

compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon

as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IX.O Warranty and Guarantee Provisions

All demolishing work and workmanship involved in the Contract shall be, and the same is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the requited standards and to accomplish the purposes, and functions of the project as defined, detailed, and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner.

These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

IX.P Work by Others

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work and shall promptly connect and coordinate this work with theirs.

IX.Q Changes

A. The Owner, without invalidation of the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract

except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.

B. In giving Instructions, the Chief Building Official shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered.

C. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) in the event that the contract unit prices are not available and are not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen; Materials entering permanently into the work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions. As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.

D. The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

IX.R Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information and coordinate his construction activities accordingly.

Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Chief Building Official, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

- Gas Mains – Florida Public Utilities Company

- Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach
- Telephone Lines and Underground Cable - AT&T
- Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida
- Storm Sewers - City of New Smyrna Beach, Florida
- Cable TV and Underground Cable - Spectrum

IX.S Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the demolition. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and Interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, equipment used in the operation. It is the intent of this specification that the demolition areas and those other areas not designed for alteration by the contract Documents shall be restored to their original condition as nearly as possible.

X. Responsibilities of the Contractor

X.A Contractor's Representative

The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

X.B Contractor's Understanding

A. It is understood and agreed that the Contractor is familiar with the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be Contractor's duty to immediately inform the Chief Building Official, in writing, and the Engineer shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk.

C. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

X.C Protection of Work, Persons and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contractor. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. The Contractor shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. The Contractor shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.

In case of failure on the part of the Contractor to promptly restore damaged property, or make good such damage or injury, the Owner may, after 48-hour notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due, or which may become due the Contractor under this Contract.

X.D Scope of the Contractor's Service

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, Insurance, materials, labor, tools, equipment, light, power, water, transportation, and other facilities necessary for the execution and completion of the work.

X.E Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/or final recommendation of the Chief Building Official, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a

reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

X.F Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court, or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

X.G Removal of Equipment

In the case of annulment of this Contract before completion, from any cause except that stated in Section X.7, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of their equipment and supplies at the expense of the Contractor.

X.H Contractors and Subcontractors

Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.

Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract.

X.I Inspection and Testing of Materials and Equipment

The Contractor shall be responsible for all required testing and abatement necessary to be compliant with applicable State and Federal guidelines regarding asbestos, lead, radon or other environmental hazards. The Contractor shall provide the Building Official with testing results for review.

XI. Authority and Duties of the Chief Building Official

XI.A Status of the Chief Building Official

The work shall be subject at all times to the review of the Chief Building Official, or authorized assistants. The Chief Building Official shall decide all responses to any and all questions, which may arise as to the quality furnished, work performed, rate of progress of work, areas of work,

maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Chief Building Official shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Chief Building Official shall be final except in cases where time and/or financial considerations are involved.

XI.B Inspection and Examination of the Work

The Chief Building Official and authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection and shall be furnished by the Contractor with facilities to determine as best as can reasonably be done under the circumstances, the work performed and the nature of same.

Duty authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors will be at the discretion of the Owner. The presence or absence of an inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions, authorized, to be so construed.

The Owner may correct defective work and charge the cost thereof to the Contractor or may terminate the right of the Contractor to proceed.

XII. Federal Conditions

Required for Federally Funded Projects. Will apply if services are requested and rendered for a disaster related project. If attached, the CONTRACTOR is bound by the terms and conditions of the Federally Funded Subaward and Grant Agreement between CITY and the Florida Division of Emergency Management (Division).

XII.A Access to Records

The following access to records requirements applies to this contract:

A. The contractor agrees to provide the City of New Smyrna Beach, Florida, representative(s) access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The contractor agrees to provide the FEMA Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the contract.

XII.B Americans with Disabilities Act of 1990

Americans with Disabilities Act of 1990, as amended (ADA) – The CONTRACTOR will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the CONTRACTOR pursuant thereto.

XII.C Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

XII.D Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—applies to Contracts and subgrants of amounts in excess of $150,000.

XII.E Compliance with Procurement of Recovered Materials

Compliance with Procurement of recovered materials as set forth in 2 CFR § 200.322. CONTRACTOR must comply with section 6002 of the Solid Waste disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XII.F Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) where applicable, which includes all FEMA grant and cooperative agreement programs, all contracts awarded by the CITY in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C.§§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XII.G Davis Bacon Act

Davis Bacon Act as amended (40 U.S.C. §§3141-3148) when required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If applicable, the CITY must place a current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The CITY must report all suspected or reported violations to the Federal awarding agency. When required by Federal program legislation, which includes Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program and Transit Security Grant Program (it does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program), the contractors must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). As required by the Act, each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The CITY must report all suspected or reported violations to the Federal awarding agency.

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

XII.H Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

XII.I Disadvantaged Business Enterprise (DBE) Policy and Obligation

Disadvantaged Business Enterprise (DBE) Policy and Obligation - It is the policy of the CITY that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with CITY funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The CITY and its CONTRACTOR agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with 2 C.F.R. § 200.321(as set forth in detail below), applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The CITY and the CONTRACTOR and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. 2 C.F.R. § 200.321 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

A. If the CONTRACTOR, with the funds authorized by this Agreement, seeks to subcontract goods or services, then, in accordance with 2 C.F.R. §200.321, the CONTRACTOR shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible.

B. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring the Prime contractor, if subcontractor is to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

XII.J E-Verify

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

XII.K Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. A copy of Executive Order 11246 is provided in Attachments.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

XII.L Hold Harmless

The CONTRACTOR shall hold the CITY harmless against all claims of whatever nature arising out of the CONTRACTOR’s performance of work under this Agreement, to the extent allowed and required by law.

XII.M No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

XII.N Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XII.O Rights to Inventions Made Under a Contract or Agreement

If any Federal award implicated in this solicitation meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XIII. Required Responses

XIII.A Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

XIII.B Company Name and Address*

By submitting this response, you hereby designate the company name and address listed here as the office to which notices may be delivered or mailed.

*Response required

XIII.C Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

XIII.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

XIII.E Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the city adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the contractor as its act and deed and that the contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

XIII.F Agreement*

Proposer acknowledges, that the selected Contractor(s) shall execute and return the agreement to the City, within fourteen (14) days after receipt. Component Parts of the Contract are outlined in the draft contract, which is available as an attachment to this solicitation.

In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties.

☐ Please confirm
*Response required

XIII.G Acceptance of Conditions*

Upload as one (1) PDF any exceptions to the general terms and conditions of the solicitation, insurance requirements or any other requirements listed in the herein. If no exceptions are indicated in this section, it shall be understood that no exceptions to these documents shall be considered after the award, or if applicable, during negotiations.

*Response required

XIII.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

A certificate of insurance must be provided within fourteen (14) days upon acceptance of the bid by City Commission.

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than listed below.

☐ Please confirm
*Response required

XIII.I Potential Conflict of Interest*

- On company letterhead, upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

XIII.J Professional License*

Upload as one (1) PDF the appropriate required licenses related to the type of work as identified herein.

If the respondent to this solicitation is not a single prime contractor a list all subcontractors to be used for this project and their professional licenses must also be included.

*Response required

XIII.K Drug-Free Workplace Certification Site Information*

Insert in the space provided below the site(s) for the performance of work done in connection with the specific contract:

Place of performance (street address, city, county, state, zip code)

If there are workplaces on file that are not identified here, please type "On File".

*Response required

XIII.L Letter of Interest and Management Summary *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Letter of Interest and Management Summary

*Response required

XIII.M Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications

*Response required

XIII.N Resources and Financial Stability *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Resources and Financial Stability.

*Response required

XIII.O References*

Upload as one (1) PDF document your list of references with current and up to date contact information.

*Response required

XIII.P Reference Questionnaire*

Confirm that the list of references provided in the submitted information were provided the City Reference Questionnaire provided in the Attachment Section of this document.

☐ Yes
☐ No
*Response required

XIII.Q Fee Schedule *

Upload a detailed fee schedule. Fee schedule shall include a full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Fee schedule shall include mobilization of equipment, utility locates and disconnects, demolish and disposal of structure(s), removal and recycling of all concrete footings and slabs, while not disturbing adjacent properties, tipping fees, City of New Smyrna Beach permit requirements, supervision, traffic control, leaving lot free and clear of all debris and spray entire area with hydro seed.

Price not to include: Abandonment/capping of any wells, tanks and LP gas lines, landscaping, utility relocates, fencing not required for site security or erosion control, surveys, irrigation, sodding, well points, sewer line, and removal of any septic tank system.

Documents must be signed by an authorized Officer within your organization.

*Response required

XIII.R Sams.Gov*

Upload evidence of unique identifier information for Sams.Gov

*Response required

XIII.S Florida Division of Corporations/Sunbiz*

Upload evidence of authority to conduct commercial business in the State of Florida by providing the current Sunbiz report with an "Active" status.

*Response required

XIII.T City Required Forms*

Upload as one (1) PDF a completed document packet of the City required forms provided in the Attachment Section of this document.

Documents must be signed by an authorized Officer within your organization.

*Response required

XIII.U Complete Copy of Submittal*

Upload as one (1) PDF document a complete copy of the submittal in the following order:

- Cover Page, including logo that represents the firm submitting a proposal
- Letter of Interest and Management Summary
- Experience and Qualifications
- Resources and Financial Stability
- Fee Schedule
- Acceptance of Conditions
- City Required Forms

It is not necessary to include a copy of this solicitation document.

*Response required

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name and
RFQ 24-25-BLDG, Demolition Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 24-25-BLDG, Demolition Services**, **FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be automatically renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFQ 24-25-BLDG, Demolition Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid with addendums
B. Awarded Proposal with fee proposal
C. Presentation of services

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor

Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone City Attorney

Dated: _____

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Demolition Services** Project ID: **RFQ 24-25-BLDG**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Smoke Free Acknowledgement	
City of NSB Form: References	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	

City of New Smyrna Beach

RFQ 24-25-BLDG: Demolition Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

BID #:	RFQ 24-25-BLDG
BID TITLE:	Demolition Services

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code	Authorized to transact business in Florida Yes or No
Telephone No.	State of Florida Department of State Certificate of Authority Document No: _____
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: _____	Vice President: _____
Secretary: _____	Treasurer: _____
Other: _____	Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 24-25-BLDG, Demolition Services**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____
Authorized Signature and Title

_____
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Residential Structures - One Story		
Description	**Unit of Measure**	**Unit Cost**
One Story Frame, 0-1,500 sq. ft	SQ. FT.	
One Story Frame, 1,501 - 3,000 sq. ft	SQ. FT.	
One Story Frame, 3,001 - 5,000 sq. ft	SQ. FT.	
One Story Frame, Greater than 5,000 sq. ft	SQ. FT.	
One Story Masonry, 0-1,500 sq. ft	SQ. FT.	
One Story Masonry, 1,501 - 3,000 sq. ft	SQ. FT.	
One Story Masonry, 3,001 - 5,000 sq. ft	SQ. FT.	
One Story Masonry, Greater than 5,000 sq. ft	SQ. FT.	

Residential Structures - Multi-story		
Description	**Unit of Measure**	**Unit Cost**
Multi-story Frame, 2 Story, 0 - 1,500 sq. ft.	SQ. FT.	
Multi-story Frame, 3 Story, 0 - 1,500 sq. ft.	SQ. FT.	
Multi-story Frame 2 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	
Multi-story Frame 3 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	
Multi-story Frame 2 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	
Multi-story Frame 3 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	
Multi-story Frame 2 Story Greater than 5,000 sq. ft	SQ. FT.	
Multi-story Frame 3 Story Greater than 5,000 sq. ft	SQ. FT.	
Multi-story Masonry, 2 Story, 0 - 1,500 sq. ft.	SQ. FT.	
Multi-story Masonry, 3 Story, 0 - 1,500 sq. ft.	SQ. FT.	
Multi-story Masonry, 2 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	
Multi-story Masonry, 3 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	
Multi-story Masonry, 2 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	
Multi-story Masonry, 3 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	
Multi-story Masonry 2 Story Greater than 5,000 sq. ft	SQ. FT.	
Multi-story Masonry, 3 Story Greater than 5,000 sq. ft	SQ. FT.	

Company Name: _____

Authorized Signature and Title: _____

Print Name: _____

Date: _____

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Commercial Structures		
Description	**Unit of Measure**	**Unit Cost**
Two Story, Frame, 0-2,500 sq. ft	SQ. FT.	
Three Story, Frame, 0-2,500 sq. ft	SQ. FT.	
Two Story Frame, 2,501 - 5,000 sq. ft	SQ. FT.	
Three Story Frame, 2,501 - 5,000 sq. ft	SQ. FT.	
Two Story Frame 5,001 - 10,000 sq. ft	SQ. FT.	
Three Story Frame 5,001 - 10,000 sq. ft	SQ. FT.	
Two Story Frame, Greater than 20,000 sq. ft	SQ. FT.	
Three Story Frame, Greater than 20,000 sq. ft	SQ. FT.	
Two Story, Masonry, 0-2,500 sq. ft	SQ. FT.	
Three Story, Masonry, 0-2,500 sq. ft	SQ. FT.	
Two Story Masonry, 2,501 - 5,000 sq. ft	SQ. FT.	
Three Story Masonry , 2,501 - 5,000 sq. ft	SQ. FT.	
Two Story Masonry, 5,001 - 10,000 sq. ft	SQ. FT.	
Three Story Masonry, 5,001 - 10,000 sq. ft	SQ. FT.	
Two Story Masonry , Greater than 20,000 sq. ft	SQ. FT.	
Three Story Masonry, Greater than 20,000 sq. ft	SQ. FT.	

Company Name: _____

Authorized Signature and Title: _____

Print Name: _____

Date: _____

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Other Services		
Description	**Unit of Measure**	**Unit Cost**
Asbestos Survey & Report, 500 sq. ft or less	SQ. FT.	
Asbestos Survey & Report, 501 sq. ft to 2,500 sq. ft	SQ. FT.	
Asbestos Survey & Report, 2,501 sq. ft to 10,000 sq. ft	SQ. FT.	
Asbestos Survey & Report, over 10,000 sq. ft	SQ. FT.	
Abatement Final Clearance Report	EACH	
Asbestos Abatement, Mobilization, Requiring Full Isolation	PARCEL	
Asbestos Abatement, Mobilization, Requiring Limited Isolation	PARCEL	
Asbestos Abatement, Mobilization, Requiring Field Office	DAY	
Signs, Wood Sign & Wood Pole, 0-200 sq. ft	SQ. FT.	
Signs, Wood Sign & Wood Pole, 201 - 600 sq. ft	SQ. FT.	
Signs, Wood Sign & Wood Pole, Greater than 600 sq. ft	SQ. FT.	
Signs, Metal Sign & Metal Pole, 0-200 sq. ft	SQ. FT.	
Signs, Metal Sign & Metal Pole, 201 - 600 sq. ft	SQ. FT.	
Signs, Metal Sign & Metal Pole, Greater than 600 sq. ft	SQ. FT.	
Masonry Sign, Sign Base, Concrete, Masonry, Brick	SQ. FT.	
Wood Deck	SQ. FT.	
Outbuilding, Wood, Masonry, Metal	SQ. FT.	
Canopy, Free Standing	SQ. FT.	
Fence, Wood	LIN. FT.	
Fence, Barbed Wire	LIN. FT.	
Fence, Chain-Link	LIN. FT.	
Imported Clean Fill Dirt, Graded & Compacted	C.Y	
Removal/Abandonment of Septic System, Including Permit & Pumping L.S.	PER SYSTEM	
Installing Silt Fence	L.F.	
Standard Demolition, Concrete Driveways, Slabs, Sidewalks, etc.	SQ. FT.	
Standard Demolition, Asphalt Driveways, Sidewalks, etc.	SQ. FT.	
Swimming Pools, Concrete, Demolish and Remove In-ground Pool	SQ. FT. of Water Surface	
Swimming Pools, Fiberglass, Demolish and Remove In-ground Pool	SQ. FT. of Water Surface	

Company Name: _____

Authorized Signature and Title: _____

Print Name: _____

Date: _____

FEDERAL CONTRACT PROVISIONS

In addition to any other provisions required herein, the following provisions apply, as applicable.

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

1. **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

3. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

6. **Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

8. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. See 2 CFR 200.321.**
   (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

   (b) Affirmative steps must include:
      1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
      2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
      3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
      4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
      5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
      6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmation steps listed in paragraphs (b)(1) through (5) of this section.

9. **Procurement of recovered materials. See 2 CFR 200.323.**
   A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247

that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Prohibition on certain telecommunications and video surveillance services or equipment. See 2 CFR 200.216.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

Procure or obtain;

Extend or renew a contract to procure or obtain; or

Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, section 889 for additional information.

11. Telecommunication costs and video surveillance costs. See 2 CFR 200.471.

Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, cloud servers are allowable except for the following circumstances:
Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in §200.216 to:

Procure or obtain, extend or renew a contract to procure or obtain;

Enter into a contract (or extend or renew a contract) to procure; or

Obtain the equipment, services, or systems.

12. Domestic preferences for procurements. See 2 CFR 200.322.

(a) As appropriate and to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. Energy Policy and Conservation Act

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

14. Civil Rights

The following requirements will apply to the Contract and any subcontracts:

(a) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.

(b) Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F .R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

15. Access to Records

The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

16. Compliance with Federal Law, Regulation and Executive Orders

The Contractor agrees to comply with all applicable federal law, regulations and executive orders.

17. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFQ 24-25-BLDG: DEMOLITION SERVICES

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	How would you describe the quality of their work?	
2	Did the contractor complete the work on time and within budget?	
3	Was the site left clean, graded, and safe after demolition?	
4	Was the contractor adequately staffed and equipped for the work?	
5	Were they responsive to questions, changes, or unforeseen issues?	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by 5:00 PM on October 6, 2025.

ADDENDUM 1
RFQ 24-25-BLDG, DEMOLITION SERVICES
September 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 24-25-BLDG, Demolition Services, issued September 3, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** How many projects does the city anticipate to fall under this contract?

   Answer: The services are requested on an as-need basis. The City makes no covenant or promises as to the number of available projects or that the awarded Contractors will perform any project for the City during the life of the basic contract.

2. **Question:** Are you saying debris can only be disposed those two County facilities? If so, please explain the reasoning.

   Answer: Section 4.F, Disposal, has been updated. The New Smyrna Beach Building Dept. makes no requirement of disposal location as long as the disposal location does not violate any law, rule or ordinance provided in any other section of the proposal document.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
RFQ 24-25-BLDG, DEMOLITION SERVICES
September 29, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 24-25-BLDG, Demolition Services, issued September 3, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** For the asbestos abatement unit of measure "Parcel." Are you referring to a sealed bag of material? or parcel of land??

   Answer: The term “parcel” is provided to describe a discrete and induvial work area. It is not intended to describe a building lot, or material package. A single structure or project may contain more than one parcel. Example: Flooring in one room of the building, duct insulation throughout the building. This project would contain 2 abatement parcels.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFQ No. 24-25-BLDG

Demolition Services

RESPONSE DEADLINE: October 6, 2025 at 5:00 pm

Monday, October 20, 2025

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Reclaim Company LLC	Samsula Demolition
Public Records	Pass	Pass
Company Name and Address	Pass	Pass
Title of Position and Company Name	Pass	Pass
Employer Identification Number*		Pass
Proposer's Certification	Pass	Pass
Agreement	Pass	Pass
Acceptance of Conditions	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass
Potential Conflict of Interest	Pass	Pass
Professional License	Pass	Pass
Drug-Free Workplace Certification Site Information	Pass	Pass
Letter of Interest and Management Summary	Pass	Pass
Experience and Qualifications	Pass	Pass
Resources and Financial Stability	Pass	Pass
References	Pass	Pass
Reference Questionnaire	Pass	Pass
Fee Schedule	Pass	Pass
Sams.Gov	Pass	Pass

Question Title	Reclaim Company LLC	Samsula Demolition
Florida Division of Corporations/Sunbiz	Pass	Pass
City Required Forms	Pass	Pass
Complete Copy of Submittal	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Letter of Interest and Management Summary	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Experience and Qualifications	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Resources and Financial Stability	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Fee Schedule	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	10 *(10% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Samsula Demolition	95	100	85	**93.33**
Reclaim Company LLC	90	79	71	**80**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Letter of Interest and Management Summary Points Based 15 Points (15%)	Experience and Qualifications Points Based 30 Points (30%)	Resources and Financial Stability Points Based 20 Points (20%)	Fee Schedule Points Based 25 Points (25%)
Samsula Demolition	15	26.7	16.7	25
Reclaim Company LLC	15	25.7	14	17.3

Vendor	References Points Based 10 Points (10%)	Total Score (Max Score 100)
Samsula Demolition	10	**93.33**
Reclaim Company LLC	8	**80**

INDIVIDUAL PROPOSAL SCORES

Reclaim Company LLC

Letter of Interest and Management Summary | Points Based | 15 Points (15%)

Evaluator 1: 15

All the requested requirements have been met.

Evaluator 2: 15

The firm has a well-qualified management team and no issues with the letter of interest.

Evaluator 3: 15

All criteria met.

Experience and Qualifications | Points Based | 30 Points (30%)

Evaluator 1: 25

Would of like more details for the scope of work on the projects.

Evaluator 2: 25

They have considerable experience and are a well-qualified firm. I reduced the score because the firm does not have experience in the local area.

Evaluator 3: 27

Section has 5 required responses. All provided, however only one Florida project provided. High rise project that we a NSB would not need. Deduct 3 points for project listing section.

Resources and Financial Stability | Points Based | 20 Points (20%)

Evaluator 1: 15

No technological resources provided.

Evaluator 2: 20

The firm appears to have adequate resources and are a financially viable business based on their history and long-term success.

Evaluator 3: 7

Description of equipment and insurance information provided. Applicant failed to address 3 points; Approach, how dose applicant anticipate delivery of services; Deliverables and time frames, no examples of reports provided; Technological recourses, no data, no reports.

Fee Schedule | Points Based | 25 Points (25%)

Evaluator 1: 25

Fee schedule submitted met requirements.

Evaluator 2: 12

I gave this score because of the location of the office will make it difficult for the firm to provide better pricing, thus making awarding a bid difficult if it is not competitive.

Evaluator 3: 15

Forms are filled. Significantly more expensive than other applicants

References | Points Based | 10 Points (10%)

Evaluator 1: 10

References submitted meet the requirements.

Evaluator 2: 7

I gave this score because the references are all from a considerable distance from our city.

Evaluator 3: 7

References meet minimum requirements. Florida reference not a project we would do in NSB

Samsula Demolition

Letter of Interest and Management Summary | Points Based | 15 Points (15%)

Evaluator 1: 15

Met the requirements.

Evaluator 2: 15

The firm has a well-qualified management team. I have no issues with the letter of interest.

Evaluator 3: 15

Phone numbers and emails for specific contacts not included on this sheet, but have been added in the experience and qualifications sheet

Experience and Qualifications | Points Based | 30 Points (30%)

Evaluator 1: 25

Did not provide a listing of a minimum of 5 company's projects/customer.

Evaluator 2: 30

The firm is well qualified and not only has many years of experience with demolition of all types, but experience that is local to the city.

Evaluator 3: 25

Applicant failed to provide similar project list, and weather cited for any violations. Did provide filled reference questionnaire with excellent score

Resources and Financial Stability | Points Based | 20 Points (20%)

Evaluator 1: 20

All required information included.

Evaluator 2: 20

The firm has proven financial stability and has resources needed to complete task, also resources are the near the city.

Evaluator 3: 10

Financial statement provided. Failed to provide approach, deliverables and timelines, technical resources

Fee Schedule | Points Based | 25 Points (25%)

Evaluator 1: 25

Fee schedule submitted meets the requirements of the project.

Evaluator 2: 25

I gave this score because the firm being local and having considerable resources near the city allows for them to have a highly competitive fee structure.

Evaluator 3: 25

Fee are substantially less than other applicant

References | Points Based | 10 Points (10%)

Evaluator 1: 10

Provided reference information to meet the requirements.

Evaluator 2: 10

I gave this score because there were no issues found with the references.

Evaluator 3: 10

provided reference questionnaire with excellent score



SAMSULA DEMOLITION

363 State Road 415

New Smyrna Beach, FL 32168

Phone: 386-423-6769

Fax: 386-423-1436

Email: office@samsulademolition.com

SAMSULA DEMOLITION
363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

TABLE OF CONTENTS OF PROPOSAL

- LETTER OF INTEREST AND MANAGEMENT SUMMARY
- EXPERIENCE AND QUALIFICATIONS
- RESOURCES AND FINANCIAL STABILITY
- FEE SCHEDULE
- ACCEPTANCE OF CONDITIONS
- CITY REQUIRED FORMS

CHARLES Y MCDONALD JR
OFFICE: 386-423-6769 ● PHONE: 386-366-4392
EMAIL: office@samsulademolition.com

SAMSULA DEMOLITION
363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

LETTER OF INTEREST AND MANAGEMENT SUMMARY

CHARLES Y MCDONALD JR
OFFICE: 386-423-6769 ● PHONE: 386-366-4392
EMAIL: office@samsulademolition.com

SAMSULA DEMOLITION

Phone: 386-366-4392
Fax: 386-423-1436
Cell: 386-314-2254
Email: estimating.samsulademolition@yahoo.com
363 State Road 415
New Smyrna Beach FL, 32168

Letter of Interest and Management Summary

To whom it may concern,

Samsula Demolition is pleased to submit this Letter of Interest in response to your request for demolition services. With over 45 years of experience in the industry, we are confident in our ability to deliver quality, efficient, and safe demolition services for your projects. We appreciate the opportunity to be considered and look forward to the possibility of working together.

Company Overview

Samsula Demolition is a licensed and insured demolition contractor based in New Smyrna Beach, FL serving both public and private sector clients throughout the Southeast. Our expertise includes full and selective structural demolition, site clearing, debris removal, and environmental remediation. We take pride in our reputation for professionalism, quality of work, and strict adherence to safety and regulatory requirements.

Management Summary

Our management team brings decades of combined experience in demolition operations, project oversight, environmental compliance, and subcontractor coordination. The team assigned to this project will include:

Mike McDonald – Project Manager
Mike has been working in the industry for 50 years. Over that time, He's overseen Residential, commercial, industrial, and municipal demolition contracts. He has a proven track record of delivering desired results on his projects.

Charles Y McDonald Jr – Project Manager
Charles has over 10 years managing commercial and municipal demolition projects, with a strong record of on-time and within-budget delivery. He will serve as the primary point of contact.

Mike Fidler – Site Superintendent
Responsible for day-to-day field operations, safety enforcement, and equipment coordination. Mike ensures work is executed to spec and aligned with environmental and safety protocols.

Samsula Demolition uses a combination of in-house resources and vetted subcontractors, supported by our dedicated office staff. We are fully capable of managing all phases of the demolition process, from permitting and utility disconnects to final grading and site restoration.

Commitment to Safety and Sustainability

Safety is at the core of every Samsula Demolition project. We maintain an EMR (Experience Modification Rate) below industry average and conduct mandatory regular safety briefings on all job sites. In addition, we make every effort to recycle materials and reduce landfill waste. We recycle over 60% of all the tonnage we remove every year.

Conclusion

Samsula Demolition is prepared and well-positioned to provide high-quality demolition services tailored to your needs. Our team's depth of experience, proven safety record, and commitment to efficiency make us a strong partner for your project. We would welcome the opportunity to discuss the scope further and provide any additional information upon request.

Thank you for your time and consideration.

Sincerely,
Charles Y McDonald

SAMSULA DEMOLITION
363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

EXPERIENCE AND QUALIFICATIONS

CHARLES Y MCDONALD JR
OFFICE: 386-423-6769 ● PHONE: 386-366-4392
EMAIL: office@samsulademolition.com

Samsula Demolition
363 S SR 415
New Smyrna Bch, FL 32168
P: (386) 423-6769
F: (386) 423-1436

Date: September 17, 2025

RE: Letter of Transmittal

To whom it may concern,

Our Company, Samsula Waste, Inc. dba Samsula Demolition, has been in Business since April 2004, we own our own equipment, roll-off trucks and roll-off containers; our employees have worked in this business for years and have the knowledge it takes to complete the task at hand. Combined with our sub-contractors, we can complete any job in the required time frame and in a professional manner.

The following people are designated to represent our company for this project:

Charles Y McDonald, President 363 S SR 415 New Smyrna Bch, FL 32168	Office: (386) 423-6769 Cell: (386) 547-4575 Email: yanceys99@aol.com
Nikole McDonald, VP/ Sec 363 S SR 415 New Smyrna Bch, FL 32168	Office: (386) 423-6769 Cell: (386) 547-4223 Email: nikmcdonald99@yahoo.com
Charles Y McDonald, Jr, Qualifier 2455 Tomoka Farms Rd. Port Orange, FL 32128	Office: (386) 423-6769 Cell: (386)366-4392 Email: estimating.samsulademolition@yahoo.com
Mike McDonald, Estimator 2455 Tomoka Farms Rd. Port Orange, Fl 32128	Cell: (386) 314-2254 Email: mike.samsulademolition@yahoo.com.

Samsula Waste, Inc. is a corporation that was Incorporated in the State of FL April 2004.

Our office performs all work from 363 S SR 415, New Smyrna Bch, FL 32168 which employees 5 Office Staff members.

Samsula Demolition is a licensed GC in the state of FL and Licensed with Volusia County. See Attached.
Proposer's Experience

1. a. Samsula Demolition has been performing demolition of all sizes as a corporation since 2004. We have a combined total year of 30 plus years between the owner and the company's supervisors. The Annual dollar value of demolition projects averages around 2.5 million. We employ a total of 45 employees including Supervisors, Operators, Office Staff, Truck Drivers, Laborers and Mechanics.

2. Financial Stability

   a. Dun and Bradstreet Number: 078452035
   b. Bonding Capacity 3 Million
   c. Bankruptcies – None
   d. Investigations or Litigation – None
   e. EIN# 06-1723658

Natasha McDonald

Objective Show work experience

Education

1988- 1991 **Mount Dora High School**

Landfill Operator License

Asbestos Abatement License (S.C & GA)

2002 – Present: Samsula Landfill, Inc
363 S State Road 415, NSB FL 32168

Owner/Vice President/Secretary
- Payroll Administrator
- Accounts Payable
- Accounts Receivable

2003- Present: Samsula Waste Inc.
2455 Tomoka Farms Rd., Port Orange FL 32128

Owner/Vice President/Secretary
- Executive Director of Operations
- Office Manager
- Project Coordinator
- Payroll Administrator

Contact Information:

Phone: 386-547-4223 or 386-423-6769
Fax: 386-423-1436
Email: nikaandl@outlook.com

CHARLES Y. MCDONALD JR.
353 S State Road 415 New Smyrna Beach, FL
(386) 366-4392
yancey.mcdonald@gmail.com

Objectives

I am looking for the right company to put my leadership and innovative problem -solving skills to work. I am a highly motivated, self-driven individual. My goal is to be the driving force behind your company's future success.

Experience and References

Samsula Landfill (386) 423-6769

06/15/10-12/01/11

I was quickly promoted to equipment operator and placed in charge of 3 men. Where I was responsible for the daily tasks involving machine maintenance and supervision of men placed under my watch.

United States Marine Corps (See attached DD214 for reference)

12/05/11-12/04/15

After my basic pipeline of schooling, I was specially selected for an CQB team. I was one of the only four PFC's to ever graduate from the CQB schoolhouse. I went on to make the team where I was promoted to corporal and placed in charge of 12 Marines. I led multiple security calls, and I was personally responsible for the safety and security of billions of dollars' worth of military hardware. I also made Sargent in less than 4 years.

Samsula Demolition (386)767-5764

01/01/16-Current

I returned from the Marine Corps and became an Estimator and Manager. Since learning how to fill my new role have successfully bought in over 7 million dollars' worth of business. Within the first 7 months on the job I landed the owner a chance to work on the largest demolition job his company ever had presented to them. I also handle all the logistics for every job I bring in. I also fill the role of project manager on every job I sign to contract.

Charles McDonald will be the contact for administration to and from the City and coordinating manpower to and from the site.

CHARLES Y. MCDONALD JR.
817 S State Road 415 New Smyrna Beach, FL
(386) 366-4392
yancey.mcdonald@gmail.com

Education

North Atlantic Regional High School. New Smyrna Beach, FL.
My GPA was 3.9, and I played on a traveling soccer team.

Daytona State College. Daytona Beach, FL
I am two credit hours from Having my AA in Business Management.

Skills

- Self-motivated
- Hands on Leadership
- Decision Making
- Ability to Work Under Pressure
- Strong Interpersonal Skills

Charles McDonald

Objective Show work experience

Education

1970- 1973 Spruce Creek High Port Orange FL

Work experience

1977 - Present Yancey's Landclearing Inc Port Orange FL

Owner/ operator/ president

- Started my own business right out of high school building fence, mowing large acreage, site preparation, demolition (specializing in buildings up to 10 stories)
- Operated all types of heavy equipment: loaders, excavators, dozer, trucks, etc. – worked as site supervisor also
- Also hold asbestos supervisor certification

1994- Present Samsula Landfill Inc. New Smyrna Beach , FL

Owner/ president

Permitted & opened my own C&D landfill –

Owner/ president

2004- Present Samsula Waste Inc. New Smyrna Beach, FL

Specialize in demolition (interior & complete structure- 10 stories) & custom crushing & grinding, waste services, recycling of C&D debris, landclearing, complete site preparation, storm/ disaster cleanup, wildfire fighting experience, asbestos/ lead abatement certified, underground utilities, paving.

Contact Information:

Phone: 386-547-4575 or 386-423-6769
Fax: 386-423-1436
Email: yanceys99@aol.com

SAMSULA DEMOLITION
363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

RESOURCES AND FINANCIAL STABILITY

CHARLES Y MCDONALD JR
OFFICE: 386-423-6769 ● PHONE: 386-366-4392
EMAIL: office@samsulademolition.com

TRUIST

1737 N Clyde Morris Blvd. Suite 120
Daytona Beach, Fl 32117
Office: 386.258.2355
Kimberly.Dillon@Truist.com

Kimberly Dillon
Vice President
Business Connect Advisor

March 27, 2025

Re: SAMSULA WASTE INC
363 S STATE ROAD 415
NEW SMYRNA BEACH, FL 32168-9029

To Whom It May Concern,

Please note the following requested information.

Account	Opened	Current Balance	12 Month Average
#5439	07/19/2011	$78,915	$186,709

Samsula Waste Inc. has banked with Truist since 2011.

Please do not hesitate to contact me if you need anything further.

Best regards,

Kimberly Dillon

Digitally signed by Kimberly Dillon
Date: 2025.03.27 15:11:59 -04'00'

Kimberly Dillon V.P.
Business Connect Advisor

Barry Page
Vice President, Bonding
IOA
www.ioabonds.com
916.692.7013 Direct
916.380.8307 - Mobile Phone
877.857.6942 x53013
916.473.1797 Fax
2180 Harvard St. Ste. 450, Sacramento, CA 95815
Barry.page@ioausa.com

DUNS#: 078452035

Financial Reference Samsula Waste, Inc. dba Samsula Demolition

SAMSULA DEMOLITION
363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

FEE SCHEDULE

CHARLES Y MCDONALD JR
OFFICE: 386-423-6769 ● PHONE: 386-366-4392
EMAIL: office@samsulademolition.com

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Residential Structures - One Story		
Description	**Unit of Measure**	**Unit Cost**
One Story Frame, 0-1,500 sq. ft	SQ. FT.	$3.35
One Story Frame, 1,501 - 3,000 sq. ft	SQ. FT.	$3.30
One Story Frame, 3,001 - 5,000 sq. ft	SQ. FT.	$3.25
One Story Frame, Greater than 5,000 sq. ft	SQ. FT.	$3.20
One Story Masonry, 0-1,500 sq. ft	SQ. FT.	$3.10
One Story Masonry, 1,501 - 3,000 sq. ft	SQ. FT.	$3.05
One Story Masonry, 3,001 - 5,000 sq. ft	SQ. FT.	$3.00
One Story Masonry, Greater than 5,000 sq. ft	SQ. FT.	$2.95

Residential Structures - Multi-story		
Description	**Unit of Measure**	**Unit Cost**
Multi-story Frame, 2 Story, 0 - 1,500 sq. ft.	SQ. FT.	$3.45
Multi-story Frame, 3 Story, 0 - 1,500 sq. ft.	SQ. FT.	$3.60
Multi-story Frame 2 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	$3.40
Multi-story Frame 3 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	$3.55
Multi-story Frame 2 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	$3.35
Multi-story Frame 3 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	$3.50
Multi-story Frame 2 Story Greater than 5,000 sq. ft	SQ. FT.	$3.35
Multi-story Frame 3 Story Greater than 5,000 sq. ft	SQ. FT.	$3.50
Multi-story Masonry, 2 Story, 0 - 1,500 sq. ft.	SQ. FT.	$3.20
Multi-story Masonry, 3 Story, 0 - 1,500 sq. ft.	SQ. FT.	$3.35
Multi-story Masonry, 2 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	$3.15
Multi-story Masonry, 3 Story, 1,501 - 3,000 sq. ft.	SQ. FT.	$3.30
Multi-story Masonry, 2 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	$3.10
Multi-story Masonry, 3 Story, 3,001 - 5,000 sq. ft.	SQ. FT.	$3.25
Multi-story Masonry 2 Story Greater than 5,000 sq. ft	SQ. FT.	$3.10
Multi-story Masonry, 3 Story Greater than 5,000 sq. ft	SQ. FT.	$3.25

Company Name: Samsula Waste, Inc. dba Samsula Demolition

Authorized Signature and Title: Charles Y McDonald President

Print Name: Charles Y McDonald

Date: 10/2/2025

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Commercial Structures		
Description	**Unit of Measure**	**Unit Cost**
Two Story, Frame, 0-2,500 sq. ft	SQ. FT.	$3.45
Three Story, Frame, 0-2,500 sq. ft	SQ. FT.	$3.60
Two Story Frame, 2,501 - 5,000 sq. ft	SQ. FT.	$3.40
Three Story Frame, 2,501 - 5,000 sq. ft	SQ. FT.	$3.55
Two Story Frame 5,001 - 10,000 sq. ft	SQ. FT.	$3.40
Three Story Frame 5,001 - 10,000 sq. ft	SQ. FT.	$3.55
Two Story Frame, Greater than 20,000 sq. ft	SQ. FT.	$3.40
Three Story Frame, Greater than 20,000 sq. ft	SQ. FT.	$3.55
Two Story, Masonry, 0-2,500 sq. ft	SQ. FT.	$3.25
Three Story, Masonry, 0-2,500 sq. ft	SQ. FT.	$3.40
Two Story Masonry, 2,501 - 5,000 sq. ft	SQ. FT.	$3.25
Three Story Masonry , 2,501 - 5,000 sq. ft	SQ. FT.	$3.40
Two Story Masonry, 5,001 - 10,000 sq. ft	SQ. FT.	$3.25
Three Story Masonry, 5,001 - 10,000 sq. ft	SQ. FT.	$3.40
Two Story Masonry , Greater than 20,000 sq. ft	SQ. FT.	$3.25
Three Story Masonry, Greater than 20,000 sq. ft	SQ. FT.	$3.40

Company Name: Samsula Waste, Inc. dba Samsula Demolition

Authorized Signature and Title: Charles Y McDonald President

Print Name: Charles Y McDonald

Date: 10/2/2025

Fee Schedule: RFQ 24-25-BLDG Demolition Services

Fee proposal shall include full disclosure of the nature and amount of all fees and charges. There shall be no hidden costs.

Other Services		
Description	**Unit of Measure**	**Unit Cost**
Asbestos Survey & Report, 500 sq. ft or less	SQ. FT.	$3.46
Asbestos Survey & Report, 501 sq. ft to 2,500 sq. ft	SQ. FT.	$3.06
Asbestos Survey & Report, 2,501 sq. ft to 10,000 sq. ft	SQ. FT.	$.95
Asbestos Survey & Report, over 10,000 sq. ft	SQ. FT.	$.75
Abatement Final Clearance Report	EACH	$750.00
Asbestos Abatement, Mobilization, Requiring Full Isolation	PARCEL	$5,500.00
Asbestos Abatement, Mobilization, Requiring Limited Isolation	PARCEL	$5,500.00
Asbestos Abatement, Mobilization, Requiring Field Office	DAY	$2,500.00
Signs, Wood Sign & Wood Pole, 0-200 sq. ft	SQ. FT.	$3.50
Signs, Wood Sign & Wood Pole, 201 - 600 sq. ft	SQ. FT.	$3.00
Signs, Wood Sign & Wood Pole, Greater than 600 sq. ft	SQ. FT.	$2.75
Signs, Metal Sign & Metal Pole, 0-200 sq. ft	SQ. FT.	$3.50
Signs, Metal Sign & Metal Pole, 201 - 600 sq. ft	SQ. FT.	$3.00
Signs, Metal Sign & Metal Pole, Greater than 600 sq. ft	SQ. FT.	$2.75
Masonry Sign, Sign Base, Concrete, Masonry, Brick	SQ. FT.	$3.50
Wood Deck	SQ. FT.	$1.90
Outbuilding, Wood, Masonry, Metal	SQ. FT.	$2.50
Canopy, Free Standing	SQ. FT.	$1.50
Fence, Wood	LIN. FT.	$1.50
Fence, Barbed Wire	LIN. FT.	$1.00
Fence, Chain-Link	LIN. FT.	$1.00
Imported Clean Fill Dirt, Graded & Compacted	C.Y	$23.00
Removal/Abandonment of Septic System, Including Permit & Pumping L.S.	PER SYSTEM	$1,300.00
Installing Silt Fence	L.F.	$3.50
Standard Demolition, Concrete Driveways, Slabs, Sidewalks, etc.	SQ. FT.	$.60
Standard Demolition, Asphalt Driveways, Sidewalks, etc.	SQ. FT.	$.35
Swimming Pools, Concrete, Demolish and Remove In-ground Pool	SQ. FT. of Water Surface	$6.00
Swimming Pools, Fiberglass, Demolish and Remove In-ground Pool	SQ. FT. of Water Surface	$5.00

Company Name: Samsula Waste, Inc. dba Samsula Demolition

Authorized Signature and Title: Charles Y McDonald President

Print Name: Charles Y McDonald

Date: 10/2/2025

SAMSULA DEMOLITION

363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

ACCEPTANCE OF CONDITIONS

CHARLES Y MCDONALD JR

OFFICE: 386-423-6769 ● PHONE: 386-366-4392

EMAIL: office@samsulademolition.com

Samsula Waste, Inc. dba Samsula Demolition
363 S State Road 415
New Smyrna Bch, FL 32168
P: (386) 423-6769 F: (386) 423-1436

September 17, 2025

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

Re: RFQ 24-25-BLDG City of New Smyrna Beach

In reference to the above-mentioned project we are bidding on, there are no exceptions to the general terms and conditions of the solicitation, insurance requirements or any other requirements listed in the herein.

Samsula Demolition

SAMSULA DEMOLITION

363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsulademolition.com

NEW SMYRNA BEACH

DEMOLITION SERVICES

RFQ 24-25-BLDG

CITY REQUIRED FORMS

CHARLES Y MCDONALD JR

OFFICE: 386-423-6769 ● PHONE: 386-366-4392

EMAIL: office@samsulademolition.com

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Demolition Services** Project ID: **RFQ 24-25-BLDG**

Company Name: Samsula Demolition

Print Authorized Officer Name & Title: Charles Y McDonald, President

Signature Authorized Officer: Charles Y McDonald

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	X
City of NSB Form: Vendor Information Form	X
City of NSB Form: Vendor Summary Form	X
City of NSB Form: Completed W9	X
City of NSB Form: Statement of Insurance	X
City of NSB Form: Public Entity Crime Information Statement	X
City of NSB Form: Disputes Disclosure	X
City of NSB Form: Drug Free Workplace Certification	X
City of NSB Form: Sworn Statement	X
City of NSB Form: Non-Collusion Affidavit	X
City of NSB Form: E-Verify	X
City of NSB Form: Human Trafficking Affidavit	X
City of NSB Form: Conflict of Interest	X
City of NSB Form: Organizational Information	X
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	X
City of NSB Form: Smoke Free Acknowledgement	X
City of NSB Form: References	X
City of NSB Form: Signed Addendums (if applicable)	X
Copy of Sunbiz Registration with Active Status	X
Copy of Sam's Gov Registration	X

City of New Smyrna Beach

RFQ 24-25-BLDG: Demolition Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Charles Y McDonald	President	386-423-6769
Natasha N McDonald	VP/Sec	386-547-4223

Charles Y McDonald
Print Name

Charles Y McDonald President
Signature/Title)

Samsula Demolition
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture XX Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 06-1723658

VENDOR INFORMATION

BID #:	RFQ 24-25-BLDG
BID TITLE:	Demolition Services

Respondent Information	
Company Name: Samsula Demolition	Federal Employer Identification Number or SS Number: 06-1723658 DUN Number: 078452035
Mailing Address: 363 S State Rd 415	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code: New Smyrna Beach, Fl. 32168	Incorporated in the State of: Florida
Corporate Address: 363 S State Rd 415	What kind of business: "For Profit" or "Not for Profit"
	Is Firm in good standing: Yes or No
City, State, Zip Code: New Smyrna Beach, Fl. 32168	Authorized to transact business in Florida Yes or No
Telephone No. 386-423-6769	State of Florida Department of State Certificate of Authority Document No: P04000067600
Email Address: office@samsulademolition.com	

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Charles Y McDonald — Vice President: Natasha N McDonald

Secretary: Natasha N McDonald — Treasurer: _____

Other: _____ — Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Charles Y McDonald
Authorized Signature

Charles Y McDonald
Printed Name

Title: President

Date: 9/3/2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 9/3/2025

VENDOR NAME: Samsula Waste, Inc.

VENDOR DBA: Samsula Demolition

PRODUCT/SERVICE PROVIDED: Demolition Services

DEPARTMENT:

PREPARED BY: Kelley A Biederman

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
363 S State Rd 415	363 S State Rd 415	363 S State Rd 415
ADDRESS	ADDRESS	ADDRESS
New Smyrna Beach, Fl.	New Smyrna Beach, Fl.	New Smyrna Beach, Fl.
CITY/STATE	CITY/STATE	CITY/STATE
32168	32168	32168
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Kelley A Biederman

E-MAIL: office@samsulademolition.com

OFFICE PHONE: 386-423-6769

FAX: 386-423-1436

MOBILE PHONE:

FEDERAL TAX ID#: 06-1723658

DUNS Number: 078452035

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Samsula Waste, Inc. dba Samsula Demolition

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
363 S State Rd 415

Requester's name and address (optional)

City, state, and ZIP code
New Smyrna Beach, Fl. 32168

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
06 1723658

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Charles J McDonald Date ▶ 9/3/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Samsula Demolition
PROPOSER/BIDDER

Charles J McDonald
AUTHORIZED SIGNATURE

President
OFFICER TITLE

9/3/2025
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Charles Y McDonald President
Authorized Signature and Title

Date: 9/3/2025

Charles Y McDonald, President
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO X_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO X_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO X_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # RFQ 24-25-BLDG described as:

Demolition Services.

Samsula Demolition
Firm

9/3/2025
Date

Charles Y McDonald President
Authorized Signature and Title

Charles Y McDonald, President
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Charles Y McDonald Date: 9/3/2025

Authorized Signature

Charles Y McDonald, President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Charles Y McDonald

who was duly sworn, deposes, and states:

1. I am the President of Samsula Demolition with a local office in New Smyrna Beach, Fl. (City & State) and principal office in Port Orange, FL 32128 (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 24-25-BLDG, Demolition Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Charles Y McDonald
Typed Name

Charles Y McDonald
Signed

President
Title

9/3/2025
Dated

Sworn to and subscribed before me this 3rd day of September 2025.

Personally known XX OR produced identification ____. Identification type:
Kelley A Biederman

Notary Public: State of Florida County of Volusia

Printed, typed, or stamped commissioned name of notary public

My commission expires: 7/5/2028
7/5/2028

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Charles Y McDonald, President
(Print Individual's Name and Title)
for Samsula Demolition
(Print Name of Entity Submitting Sworn Statement)
whose business is Florida State General Contractor

and (if applicable) its Federal Employer Identification Number (FEIN) is 06-1723658

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

XX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Charles Y McDonald
(Signature)

Sworn and subscribed before me this 3rd day of September, 2025.

Personally known Charles Y McDonald

OR produced identification _____

_____
(Type of Identification)

Kelley A Biederman
(Notary)

Notary Public State of Florida

My commission expires: 7/5/2028

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Charles Y McDonald, being first duly sworn, deposes and says that:

He/she is President of Samsula Demolition, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Charles Y McDonald
Signed

President
Title

Subscribed and sworn to before me this 3rd day of September, 2025.

Kelley A Biederman

Project Coordinator
Title

My Commission Expires: ~~7/8/2025~~ 7/5/2028

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Samsula Waste, Inc. dba Samsula Demolition

Consultant E-Verify Registration Number: HVNNA7ANZRC5

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: Charles Y McDonald

Print Name: Charles Y McDonald

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

3rd Day of September, 20 25. She/He is personally known to me or has produced

_____ As identification.

Kelley A Biederman

Notary Public

My commission expires: ~~7/8/2025~~ 7/5/2028

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Samsula Waste, Inc. dba Samsula Demolition

Authorized Signature: Charles Y McDonald Date: 9/3/2025

Printed Name: Charles Y McDonald

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of September, 2025, by Charles Y McDonald, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public
Kelley A Biederman
Name of Notary Typed, Printed or Stamped
My Commission Expires: ~~7/8/2025~~ 7/5/2028

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	363 S State Rd 415, NSB, Fl 32168	
Federal I.D. Number	06-1723658	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Charles Y McDonald

Mailing Address: 363 S State Rd 415, NSB, Fl 32168

Telephone Number: 386-423-6769 Fax Number: 386-423-1436 E-mail Address: office@samsulademolition.cor

Charles Y McDonald — Authorized Signature

Charles Y McDonald — Printed Name

06-1723658 — FEIN

President — Title

9/3/2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Samsula Waste, Inc. dba Samsula Demolition

FEIN: 06-1723658

Authorized Representative Name and Title: Charles Y McDonald Jr, Qualifier

Address: 363 S State Rd 415

City: New Smyrna Beach State: Florida Zip: 32168

Phone Number: 386-423-6769 Email Address: office@samsulademolition.com

Certified By: Charles Y McDonald President,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Charles Y McDonald

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Charles Y McDonald Date: 9/3/2025

Authorized Signature and Title

Charles Y McDonald, President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of three (3) contracts performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Old Sears Bldg			
Type of Project/Service: Demolition Services			
Address: 24 Telfair Pl B, Savannah, Ga 31415			
Contracting Agency/Client: Eastern Excavating Co., Inc.			
Contact Name and Phone #: Eric Tucker 912-667-2417			
Contact Email Address and Fax #: etucker@easternexcavating.com			
Contract Amount: $500,000.00	Start Date: 5/2024	End Date: 6/2024	
Project #2:			
Project Name: Griffin Apartment Demolition			
Type of Project/Service: Demolition Services			
Address: 520 Callahan Dr., Orlando, Fl			
Contracting Agency/Client: Orlando Housing Authority			
Contact Name and Phone #: Paul Holmquist 407-895-3300			
Contact Email Address and Fax #: paul.holmquist@orl-oha.org			
Contract Amount: $801,233.50	Start Date: 8/2024		End Date: 1/2025
Project #3:			
Project Name: Orange City Elementary School			
Type of Project/Service: Demolition Services			
Address: 200 E. Robinson St Orlando, FL 32801			
Contracting Agency/Client: Ajax Building Corp.			
Contact Name and Phone #: John Kavitz 850-545-3698			
Contact Email Address and Fax #: john.kavitz@ajaxbuilding.com			
Contract Amount:	Start Date:		End Date:

ADDENDUM 1
RFQ 24-25-BLDG, DEMOLITION SERVICES
September 23, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 24-25-BLDG, Demolition Services, issued September 3, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** How many projects does the city anticipate to fall under this contract?

   Answer: The services are requested on an as-need basis. The City makes no covenant or promises as to the number of available projects or that the awarded Contractors will perform any project for the City during the life of the basic contract.

2. **Question:** Are you saying debris can only be disposed those two County facilities? If so, please explain the reasoning.

   Answer: Section 4.F, Disposal, has been updated. The New Smyrna Beach Building Dept. makes no requirement of disposal location as long as the disposal location does not violate any law, rule or ordinance provided in any other section of the proposal document.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Charles Y McDonald Proposer Signature: Charles Y McDonald

Samsula Demolition

Firm Name (Please Print)

ADDENDUM 2
RFQ 24-25-BLDG, DEMOLITION SERVICES
September 29, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 24-25-BLDG, Demolition Services, issued September 3, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** For the asbestos abatement unit of measure "Parcel." Are you referring to a sealed bag of material? or parcel of land??

   Answer: The term "parcel" is provided to describe a discrete and induvial work area. It is not intended to describe a building lot, or material package. A single structure or project may contain more than one parcel. Example: Flooring in one room of the building, duct insulation throughout the building. This project would contain 2 abatement parcels.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Charles Y McDonald Jr Proposer Signature: Charles Y McDonald Jr

Samsula Waste, Inc. dba Samsula Demolition

Firm Name (Please Print)

Electronic Articles of Incorporation For

SAMSULA WASTE, INC.

P04000067600
FILED
April 23, 2004
Sec. Of State
bmcknight

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

SAMSULA WASTE, INC.

Article II

The principal place of business address:

363 STATE ROAD 415
NEW SMYRNA BEACH, FL. US 32168

The mailing address of the corporation is:

363 STATE ROAD 415
NEW SMYRNA BEACH, FL. US 32168

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100 SHARES AT $10.00 PAR VALUE PER SHARE

Article V

The name and Florida street address of the registered agent is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL. 32301

I certify that I am familiar with and accept the responsibilities of registered agent.

P04000067600
FILED
April 23, 2004
Sec. Of State
bmcknight

Registered Agent Signature: DEBORAH D. SKIPPER

Article VI

The name and address of the incorporator is:

CORPORATION SERVICE COMPANY
1201 HAYS STREET

TALLAHASSEE, FL 32301

Incorporator Signature: DEBORAH D. SKIPPER

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PD
CHARLES Y MCDONALD
363 STATE ROAD 415
NEW SMYRNA BEACH, FL. 32168 US

State of Florida
Department of State

I certify from the records of this office that SAMSULA WASTE, INC. is a corporation organized under the laws of the State of Florida, filed on April 23, 2004.

The document number of this corporation is P04000067600.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on March 27, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirty-first day of March, 2025



Secretary of State

Tracking Number: 6025677573CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SAM.GOV

SAMSULA WASTE INC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
HVNNA7ANZRC5	**84LW5**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 26, 2026**	
Physical Address	Mailing Address	
2455 Tomoka Farms RD **Port Orange, Florida 32128-3731** **United States**	**363 Sr 415** **New Smyrna, Florida 32128** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Samsula Waste, Inc Dba Samsula Demolition**	**Samsula Wa**
Congressional District	State / Country of Incorporation	URL
Florida 07	**Florida / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 28, 2025	**Mar 26, 2025**	**Jun 26, 2018**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Apr 1, 2004	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Self Certified Small Disadvantaged Business
Women-Owned Small Business
Women-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**84LW5**

Points of Contact

Electronic Business

Natasha N McDonald, VP

363 Sr 415
New Smyrna, Florida 32168
United States

Government Business

Natasha N McDonald, VP

363 Sr 415
New Smyrna, Florida 32168
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**238990**	**All Other Specialty Trade Contractors**
	236220	**Commercial And Institutional Building Construction**
	327390	**Other Concrete Product Manufacturing**
	423930	**Recyclable Material Merchant Wholesalers**

Product and Service Codes

PSC	PSC Name
P400	**Salvage- Demolition Of Buildings**
P500	**Salvage- Demolition Of Structures/Facilities (Other Than Buildings)**
P999	**Salvage- Other**
R499	**Support- Professional: Other**
S222	**Housekeeping- Waste Treatment/Storage**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Florida	**(blank)**	**(blank)**
Georgia		
South Carolina		

Samsula Waste, Inc.
RFQ 24-25-BLDG, Demolition Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between **Samsula Waste, Inc.**, duly authorized to conduct business in the State of Florida and whose address is 363 State Road 415, New Smyrna Beach, FL. 32168, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 24-25-BLDG, Demolition Services, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this Agreement may be automatically renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFQ 24-25-BLDG, Demolition Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid with addendums

B. Awarded Proposal with fee proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

Charles Y McDonald, President
Samsula Waste, Inc.
363 State Road 415
New Smyrna Beach, FL 32168
(386)423-6769

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	Samsula Waste, Inc.
Kelley A Biederman	
Authorized Signature	*Authorized Signature*
Kelley A. Biederman, Secretary	Charles Y McDonald, President
Print Name and Title	
Address: 303 S. State Rd. 415 New Smyrna Bch, Fl. 32168	363 State Road 415 New Smyrna Beach, FL 32168
10/28/2025	10/28/2025
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date:	Date:

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney
Dated:

Date

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL TO AWARD A CONTRACT FOR RFP 26-25-LS TO KONA ICE DAYTONA BEACH LLC FOR CONCESSIONAIRE SERVICES AT THE SPORTS COMPLEX.

December 9, 2025

Background:

In September 2025, the city advertised for proposals from licensed, experienced, and qualified vendors to provide concessionaire services at the city's Sports Complex. Proposals for this opportunity were opened on October 21st. The city received three proposals which were reviewed by the evaluation committee. The top two scoring proposals were from Kona Ice Daytona Beach and GP Pizza LLC. The evaluation committee determined that the top two scoring proposals would go to additional presentations to further determine which proposal was the best fit for the city. The evaluation committee heard additional presentations on November 5th from Kona Ice Daytona Beach and GP Pizza LLC. Following presentations, the recommendation of the evaluation committee is to award Kona Ice Daytona Beach the concessionaire contract for the Sports Complex.

Kona Ice Daytona Beach will operate the concession stands at the Sports Complex at minimum, weekdays 5:30 pm to 7:30 pm and weekends 8:00 am to 5:00 pm. Kona Ice will offer their signature shaved iced, drinks, snacks, hot food items like hot dogs, nachos, and soft pretzels, and specialty items like ice cream, frozen lemonades, and other seasonal items.

Fiscal Analysis:

Kona Ice Daytona will pay the city $20,000 annually. Payments of $5,000 will be made quarterly beginning January 1, 2026.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

KONA ICE DAYTONA BEACH Contract.pdf
Evaluation Tabulation.pdf
Kona Ice Proposal.pdf
RFP 26-25-LS CONCESSIONAIRE SERVICES w ATTACHMENTS.pdf
Kona Ice Reply to Equipment Provided.pdf
ACORD Form 20251113-141705.pdf

KONA ICE DAYTONA BEACH
CONCESSIONAIRE SERVICES

THIS AGREEMENT is made and entered into this 29th day of NOV, 2025, by and between **Kona Ice Daytona Beach** duly authorized to conduct business in the State of Florida and whose address is **1695 Greens Dairy Road, DeLand, Florida 32720,** hereinafter, called "VENDOR," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of **RFP 26-25-LS, Concessionaire Services Rebid, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from VENDOR, constitute the entire Agreement between the individual City and VENDOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of the Agreement shall be for three (3) years with two (2) optional, one (1) year renewal periods. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The VENDOR agrees to perform the services outlined in the advertised solicitation document titled **RFP 26-25-LS, Concessionaire Services Rebid,** and in the VENDOR's submitted Proposal.

The primary location for these services is the New Smyrna Beach Sports Complex, located at 1800 Turnbull bay Road, New Smyrna Beach, Florida 32168. Additional locations may be added on an as need basis throughout the duration of the contract.

The VENDOR shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the VENDOR shall not be construed to exceed the provision of the services pertaining to this Agreement.

The VENDOR shall have the concession stands will be required to be operational throughout all tournament matches scheduled on Saturdays and Sundays from 8:00 am to 5:00 pm, or until 30 minutes following the conclusion of the last game. Concession stands are to be open on weeknights, at a minimum, from 5:30 pm to 7:30 pm. The City will provide league schedules before each season, detailing the dates and times for the scheduled games.

The City and VENDOR agree that there may be certain additional services required to be performed by the VENDOR during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. FINANCIAL BENEFIT TO THE CITY. For the privilege of using City owned property, the VENDOR shall pay the CITY a flat fee of $20,000 dollars each year paid quarterly, in four equal payments of $5,000, with the first payment becoming due January 1, 2026 followed by payments becoming due April 1st, July 1st, and October 1st, for every year the contract is in effect. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel the agreement and begin procedures to collect fees. The late fee is applicable for every payment that is past due.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the VENDOR:

A. City Advertised Bid w Addendums
B. Award Bid Proposal
C. Human Trafficking Affidavit
D. Certificate of Insurance

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386) 410-2631

For VENDOR:

Isaac Denigan
Kona Ice Daytona Beach
1695 Greens Dairy Road
DeLand, FL 32720
(859) 393-6240

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.**SECTION 11. WAIVER OF JURY TRIAL.** The City and VENDOR have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLAINCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

C. Faith Denigan
Authorized Signature

C. Faith Denigan (Member)
Print Name and Title

Kona Ice Daytona Beach

Authorized Signature

Isaac Denigan, Owner
Print Name and Title

Date: 11/24/25

ATTEST

Sharon Taylor-Harding, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: _____

City of New Smyrna Beach
Purchasing
Janet Vivian, Purchasing Agent
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

RFP No. 26-25-LS

Concessionaire Services, Rebid

RESPONSE DEADLINE: October 20, 2025 at 5:00 pm

Report Generated: Thursday, November 13, 2025

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Kona Ice Daytona Beach	DeLand, FL

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	GP Pizza LLC	Kona Ice Daytona Beach
Public Records	Pass	Pass
Company/Business Name and Address	Pass	Pass
Name and Title of Prime Proposer	Pass	Pass
Employer Identification Number*	Pass	Pass
Proposer's Certification	Pass	Pass
Professional Services Agreement	Pass	Pass
Potential Conflict of Interest	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass
Cover Sheet and Management Summary	Pass	Pass
Business Plan	Pass	Pass
Experience and Qualifications	Pass	Pass

Question Title	GP Pizza LLC	Kona Ice Daytona Beach
Menu items and Pricing	Pass	Pass
Financial Benefit or Burden to the City	Pass	Pass
List of Equipment	Pass	Pass
References	Pass	Pass
Acceptance of Conditions	No Response	No Response
Financial Stability	Pass	Pass
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass
Complete Copy of Submittal	Pass	Pass

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Business Plan	Points Based	20 *(21.1% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Experience and Qualifications	Points Based	30 *(31.6% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Menu Items and Pricing	Points Based	20 *(21.1% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Financial Benefit or Burden to the City	Points Based	20 *(21.1% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
List of Equipment	Points Based	5 *(5.3% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 95)
Kona Ice Daytona Beach	90	80	82	**84**
GP Pizza LLC	93	67	90	**83.33**
Top Chef Xpress, LLC. Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Business Plan Points Based 20 Points (21.1%)	Experience and Qualifications Points Based 30 Points (31.6%)	Menu Items and Pricing Points Based 20 Points (21.1%)	Financial Benefit or Burden to the City Points Based 20 Points (21.1%)	List of Equipment Points Based 5 Points (5.3%)	Total Score (Max Score 95)
Kona Ice Daytona Beach	18	24.7	16.3	20	5	**84**
GP Pizza LLC	18.3	25.7	18.3	16	5	**83.33**
Top Chef Xpress, LLC. Excluded	0	0	0	0	0	**0**

INDIVIDUAL PROPOSAL SCORES

GP Pizza LLC

Business Plan | Points Based | 20 Points (21.1%)

Evaluator 1: 20

Local Busines, detailed plan

Evaluator 2: 15

good business plan and looking to utilize local businesses to bring in menu items

Evaluator 3: 20

Have good ideas for what they plan to do around the complex. open to trying out new things throughout the duration of the contract. Loved how they want to include special/discounted items certain days or weeks to keep customers interested. They plan to market themselves effectively throughout the complex. Local connection and care for the community seems to drive their efforts to provide an excellent service to the people at the NSB sports complex.

Experience and Qualifications | Points Based | 30 Points (31.6%)

Evaluator 1: 30

40 years, owned a restaurant, mobile truck, 10-15 staffing available, sporting events

Evaluator 2: 20

good experience overall and has worked in different environments

Evaluator 3: 27

Multiple years of experience and in customer services with food items. However, lack of experience in handling concessionaire services outside of the food truck and with a full kitchen.

Menu Items and Pricing | Points Based | 20 Points (21.1%)

Evaluator 1: 20

Good variety, healthy items, other options like salads beside typical concession food

Evaluator 2: 15

menu is good, mentioned they would be open to trying new things or to see what is popular

Evaluator 3: 20

Great options for savory, healthy, and sweet options. Great addition of the ICEE machine. Use of local vendors for certain menu items shows care for the town of NSB and supporting the community. great addition of breakfast items for Saturdays and sundays for morning games. overall, people can come to the complex to get a variety of breakfast, dinner, and desert

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)

Evaluator 1: 18

$6,000 1st yr, 10% increase each year, negotiable

Evaluator 2: 12

GP Pizza's proposal would be a benefit to the city and leisure services

Evaluator 3: 18

Financial benefit could be higher.

List of Equipment | Points Based | 5 Points (5.3%)

Evaluator 1: 5

Soda Fountains, Slurpee machine, standard equipment

Evaluator 2: 5

adequate list of equipment

Evaluator 3: 5

Adequate equipment for this service.

Kona Ice Daytona Beach

Business Plan | Points Based | 20 Points (21.1%)

Evaluator 1: 20

detailed plan

Evaluator 2: 18

Good plan and staffing model and willingness to partner and incorporate the community

Evaluator 3: 16

Business plan seemed adequate to meet the needs of the city. great brand that will intrigue the interest of the customers. could be a problem to let the people know that they are more than just iced deserts. adequate support from national chain

Experience and Qualifications | Points Based | 30 Points (31.6%)

Evaluator 1: 28

10 yrs with Kona Ice trucks, not sure on experience on cooking/serving cooked food.

Evaluator 2: 22

Great experience and qualifications and has worked in different environments including athletic concession stands

Evaluator 3: 24

adequate experience with customer service. no experience with food items or in a regular concession stand outside of the truck.

Menu Items and Pricing | Points Based | 20 Points (21.1%)

Evaluator 1: 17

Typical concession food, not many options

Evaluator 2: 15

Adequate menu and willing to add items not currently listed

Evaluator 3: 17

Good options for evening treats and savory. no healthy options as well as no breakfast for the weekend mornings.

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)

Evaluator 1: 20

$20,000 a year

Evaluator 2: 20

Kona's proposal would be a big benefit to the city and leisure services.

Evaluator 3: 20

Great benefit to the city with their proposed financial plan

List of Equipment | Points Based | 5 Points (5.3%)

Evaluator 1: 5

standard equipment

Evaluator 2: 5

adequate equipment list

Evaluator 3: 5

adequate equipment for the services needed.

Top Chef Xpress, LLC.
(Excluded)

Business Plan | Points Based | 20 Points (21.1%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Experience and Qualifications | Points Based | 30 Points (31.6%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Menu Items and Pricing | Points Based | 20 Points (21.1%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)
Evaluator 1: 0
Evaluator 2: 0
Evaluator 3: 0

List of Equipment | Points Based | 5 Points (5.3%)
Evaluator 1: 0
Evaluator 2: 0

Evaluator 3: 0

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Business Plan	Points Based	25 *(25% of Total)*

Description:
A separate written narrative describing the methods and/or manner in which the Contractor proposes to satisfy the requirements of the Scope of Work, including but not limited to:

- A clear statement of vision for Concession Services. How services will appeal to the public including any proposed programs, services or improvements to the area
- Proposed team organizational structure, interrelationships, and interactions including management policies describing customer service
- Proposed operating hours including availability to expand hours
- Management policies describing controls over money, staffing and accounting
- Provide a marking plan indicating target markets, budget, advertising campaigns, promotions, etc.
- Include a statement that of your company's acknowledgment, understanding, willingness to adhere to the City of New Smyrna Beach, Code of Ordinances, Chapter 38 (Environment), Article IV Single-Use Plastics, Sec. 38-112. - Prohibition:

The use of polystyrene or polypropylene food service articles and plastic straws by city contractors and polystyrene or polypropylene food service articles or plastic straws in city facilities or on city property, including but not limited to special events on city property or in a city facility is prohibited.(2)The provisions of this section shall be incorporated into all contracts, leases, or concession agreements for city contractors and temporary contractors entered into after the effective date of this article.(3)A violation of this section shall be deemed a material default under the terms of this contract, lease or concession agreement or temporary authorization from the city, and is grounds for termination or revocation of a special event permit, contract, lease, concession agreement or temporary authorization from the City.

Criteria	Scoring Method	Weight (Points)
Experience and Qualifications	Points Based	25 *(25% of Total)*

Description:
State the size of the company, years of experience, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff available for this contract.

Identify the individuals who will provide the services, including resume and experience in similar work as well as the name of one individual who will act as the coordinator or primary contact for the Contractor to resolve any and all issues that may arise during the term of the contract.

Additionally, please provide a current listing of municipalities for which the firm is providing or has provided these services, the scope of such service, and the time periods of such service. Please provide a contact person, address and phone number, as the Evaluation Committee may contact any or all of them for references

Provide information on prior failure (if any) to perform awarded contract.

Provide current copies of occupational Florida State and Volusia County business licenses, health department permits, and food Contractor license and food safety license.

Criteria	Scoring Method	Weight (Points)
Menu items and Pricing	Points Based	20 *(20% of Total)*

Description:
Include a list of the anticipated food items, non-alcoholic beverages, and any novelty items to be sold. Prices and portion sizes must be noted.

The City of New Smyrna Beach promotes healthy lifestyles and strongly desires health/lite menu selections. Please note any menu items that are vegetarian, low sugar or other.

Criteria	Scoring Method	Weight (Points)
Financial Benefit or Burden to the City	Points Based	20 *(20% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
List of Equipment	Points Based	5 *(5% of Total)*

Description:
Provide a description, quantities and photos of proposed furniture fixtures & equipment to be used, including a description and plans of any changes or alterations to the buildings that will be necessary to meet the services being proposed.

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 *(5% of Total)*

Description:
Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in the Attachment Section of this document.

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Kona Ice Daytona Beach	95	93	93	**93.67**
GP Pizza LLC	98	85	91	**91.33**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Top Chef Xpress, LLC.	78	54	52	**61.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Business Plan Points Based 25 Points (25%)	Experience and Qualifications Points Based 25 Points (25%)	Menu items and Pricing Points Based 20 Points (20%)	Financial Benefit or Burden to the City Points Based 20 Points (20%)	List of Equipment Points Based 5 Points (5%)	References Points Based 5 Points (5%)	Total Score (Max Score 100)
Kona Ice Daytona Beach	23.3	21.7	18.7	20	5	5	**93.67**
GP Pizza LLC	24.3	23.3	17.7	16	5	5	**91.33**
Top Chef Xpress, LLC.	16.7	5	15.7	17.7	4.7	1.7	**61.33**

INDIVIDUAL PROPOSAL SCORES

GP Pizza LLC

Business Plan | Points Based | 25 Points (26.3%)

Evaluator 1: 25

Local Busines, detailed plan

Evaluator 2: 25

Good business plan, comprehensive

Evaluator 3: 23

The business plan was very detailed and hit all points required and wanted in the business plan. The plan adheres to the needs of the city and states how they will use marketing to promote the concessions.

Experience and Qualifications | Points Based | 25 Points (26.3%)
Evaluator 1: 25
40 years, owned a restaurant, mobile truck, 10-15 staffing available, sporting events
Evaluator 2: 20
Team has good experience
Evaluator 3: 25
The company has qualified amount of experience necessary for this service. Many years of customer services and food handling in high-traffic environments. Adequate amount of staff to serve the needs of the city.

Menu items and Pricing | Points Based | 20 Points (21.1%)
Evaluator 1: 20
Good variety, pricing reasonable
Evaluator 2: 15
Menu has variety and pricing is comparable.
Evaluator 3: 18
Menu items are standard ideal for the market of customers. The menu is not overpriced. They offer a variety of savory, sweet, and healthy options at affordable pricing. The garlic knot sliders and ICEE are a nice added touch of uniqueness.

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)
Evaluator 1: 18
$6,000 1st yr, 10% increase each year, negotiable
Evaluator 2: 15
good benefit to the city
Evaluator 3: 15
The payment to the city is lower than what we have received for this service. the yearly increase is ideal but would need to increase the monthly payment.

List of Equipment | Points Based | 5 Points (5.3%)
Evaluator 1: 5
Soda Fountains, Slurpee machine, standard equipment
Evaluator 2: 5
Equipment list looks comprehensive
Evaluator 3: 5
All equipment meets the needs of the city. The Slurpee machine is an excellent addition.

References | Points Based | 5 Points (5.3%)
Evaluator 1: 5
Kennedy Space Center, Disney, Daytona Speedway
Evaluator 2: 5
Good reference list including theme parks and visitor areas
Evaluator 3: 5
References are ideal.

Kona Ice Daytona Beach

Business Plan | Points Based | 25 Points (26.3%)
Evaluator 1: 20
detailed plan, however the complex can not have food trucks and it sounds like that want there food truck on site
Evaluator 2: 25
Great plan and business model
Evaluator 3: 25

Organized business plan that states all areas required by the city.

Experience and Qualifications | Points Based | 25 Points (26.3%)
Evaluator 1: 25
10 yrs, events
Evaluator 2: 20
Experience and Qualifications are great and comprehensive in scope
Evaluator 3: 20
Proven record of customer service and areas similar to concession services. Would like more information about the company proposing the bid rather than the individual owner. What does the staffing look like (how many employees)?

Menu items and Pricing | Points Based | 20 Points (21.1%)
Evaluator 1: 20
Nice variety, pizza however didn't see hamburgers/ pricing is reasonable
Evaluator 2: 18
Good variety in the menu and pricing seems comparible.
Evaluator 3: 18
The menu has affordable pricing. They offer a wide variety of foods that could serve all types of customers. They offer the party pack which is a great addition and feature for team celebrations. They have a good paring between the shaved ice drinks they are known for and the expanded menu of hot items that could meet the needs of all people in the complex. Need hamburgers on the menu.

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)
Evaluator 1: 20
$20,000 year
Evaluator 2: 20
Have shared a good plan to provide benefit to the City and the Leisure Services Department

Evaluator 3: 20

The offered financial benefit to the city is ideal.

List of Equipment | Points Based | 5 Points (5.3%)

Evaluator 1: 5

standard equipment

Evaluator 2: 5

Comprehensive List of equipment

Evaluator 3: 5

Equipment is ideal for the services.

References | Points Based | 5 Points (5.3%)

Evaluator 1: 5

Levy Concessions, Steteson, Tortugas

Evaluator 2: 5

Good reference list including other ball parks

Evaluator 3: 5

References are adequate.

Top Chef Xpress, LLC.

Business Plan | Points Based | 25 Points (26.3%)

Evaluator 1: 15

Not a lot of detailed information

Evaluator 2: 20

Good plan with clear structure on how services will be implemented

Evaluator 3: 15

Would like more detail as to the hours of operation, staffing, money handling, etc. How will they market the products throughout the complex.

Experience and Qualifications | Points Based | 25 Points (26.3%)

Evaluator 1: 15

sporting events, not much other details

Evaluator 2: 0

Did not see this included anywhere in the proposal

Evaluator 3: 0

none given.

Menu items and Pricing | Points Based | 20 Points (21.1%)

Evaluator 1: 20

sporting events

Evaluator 2: 15

standard menu and pricing

Evaluator 3: 12

Menu is limited and does not offer many options that could meet the needs of all customers at the sports complex. Prices are higher.

Financial Benefit or Burden to the City | Points Based | 20 Points (21.1%)

Evaluator 1: 20

$8,000 1st yr, $9,000 2nd, $10,000 3rd

Evaluator 2: 15

would be a benefit to the city and operations

Evaluator 3: 18

The financial benefit to the city is adequate from what we have received for this service.

List of Equipment | Points Based | 5 Points (5.3%)

Evaluator 1: 5

standard equipment

Evaluator 2: 4

adequate equipment list

Evaluator 3: 5

Equipment is adequate.

References | Points Based | 5 Points (5.3%)

Evaluator 1: 3

Provided 1 reference from seminole county

Evaluator 2: 0

Required minimum of 3 references was not provided

Evaluator 3: 2

Only one recommendation given.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Proposal for Concession Operations

At The City of New Smyrna Beach Sports Complex

Prepared For:

The City of New Smyrna Beach
Parks and Recreation Department
1000 Live Oak Street
New Smyrna Beach, FL 32168

Prepared By:

Isaac Denigan
Owner / Operator – Kona Ice Daytona Beach
Phone: (859)393-6240
Email: idenigan@kona-ice.com

Date:

October 15, 2025

Confidentiality Notice:

This document contains proprietary and confidential information intended solely for review by the City of New Smyrna Beach. Redistribution or reproduction without permission of Kona Ice Daytona Beach is prohibited.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Management Summary — Kona Ice Daytona Beach

Overview

Kona Ice Daytona Beach, owned and operated by Isaac Denigan, is a mobile shaved ice business serving Volusia County and the Greater Daytona region. As part of the nationally recognized Kona Ice franchise, the business delivers a fun, family-friendly experience centered around high-quality shaved ice and exceptional customer service. Kona Ice Daytona Beach's mission aligns closely with the City of New Smyrna Beach's community values — promoting family recreation, community engagement, and local economic activity.

Leadership and Experience

Owner Isaac Denigan brings 10 years of strong entrepreneurial and operational experience to the concession business. Under his leadership, Kona Ice Daytona Beach has successfully partnered with schools, youth sports leagues, festivals, and city events across the region. Isaac oversees all facets of operations, including event coordination, logistics, staff management, and compliance with health and safety regulations. His proactive and hands-on management ensures reliable, professional service at every event.

Organizational Structure

Owner/Operator – Isaac Denigan: Directs operations, financial management, and community relations; serves as primary liaison with city officials and event coordinators.

Operations Manager: Oversees scheduling, equipment maintenance, and product quality control.

Event Coordinator: Handles booking requests, event logistics, and customer communications.

Team Members (Kona Crew): Provide courteous, efficient service and ensure a safe, enjoyable guest experience.

Commitment to the Community

Kona Ice Daytona Beach is deeply rooted in the community it serves. The business has supported numerous local initiatives through Kona Ice's "Giveback Program", contributing a portion of sales to schools, youth programs, and charitable organizations. This community-first approach complements the City of New Smyrna Beach's commitment to fostering inclusive, family-oriented public spaces and events.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Operational Excellence & Compliance

All Kona Ice equipment are fully licensed, insured, and maintained to meet or exceed Florida Department of Health and Volusia County Food Service standards. The company's operations emphasize cleanliness, safety, and environmental responsibility — including waste reduction and efficient use of resources. Staff members are trained in food safety and customer service to ensure a consistently positive experience for residents and visitors alike.

Strategic Objectives for New Smyrna Beach Partnership

- Enhance Visitor Experience: Provide a fun, high-quality refreshment option at parks, beaches, and community events.
- Support City Events: Partner with the City on festivals, recreation programs, and special events to enhance public enjoyment.
- Promote Local Economic Impact: Create seasonal employment opportunities and generate revenue for community initiatives.
- Strengthen Community Engagement: Continue to give back to local organizations and schools through the Kona Ice fundraising model.

Conclusion

Under the leadership of Isaac Denigan, Kona Ice Daytona Beach offers the City of New Smyrna Beach a professional, community-oriented concession partner with a proven record of reliability, quality service, and positive community impact. The business is fully prepared to operate within the city's guidelines and to contribute to a vibrant, family-friendly atmosphere across New Smyrna Beach's public venues and events.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Kona Ice Daytona Beach Concession Business Plan

1. Executive Summary

Kona Ice Daytona Beach LLC proposes operating the concession stands at the New Smyrna Beach Sports Complex, providing high-quality, family-friendly food and beverage services to athletes, spectators, and visitors.

Our mission is to enhance the guest experience at the Complex while generating consistent revenue for the City of New Smyrna Beach through concession sales and community partnership.

Kona Ice is a nationally recognized brand known for its fun, tropical atmosphere, colorful trucks, and commitment to giving back to local communities. Locally owned and operated by Isaac Denigan, the Daytona Beach franchise has built strong relationships with schools, youth organizations, and event coordinators throughout Volusia County.

Our proposal includes managing all concessions with a focus on:

- Fresh, high-quality menu offerings
- Efficient and friendly service
- Community reinvestment through revenue sharing
- Safe, sanitary, and compliant operations

2. Company Overview

Business Name: Kona Ice Daytona Beach LLC

Owner: Isaac Denigan

Business Structure: Limited Liability Company (LLC)

Location: 1695 Greens Dairy Road DeLand, Florida

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

3. Management Summary

Owner/Operator: Isaac Denigan

Isaac brings strong leadership, business experience, and a deep understanding of the local community. His experience managing mobile food operations and events ensures efficient operations and top-tier customer service.

Support Team:

- Operations Manager: Oversees concession staffing and inventory.
- Team Leaders: Responsible for daily concession stand operation and customer experience.
- Concession Staff: Trained in food safety, cash handling, and customer service.

All staff will be trained in Florida food safety and sanitation standards, Kona Ice corporate procedures, and City of New Smyrna Beach requirements.

4. Proposed Operations Plan

Scope of Services:

Kona Ice Daytona Beach LLC will assume responsibility for:

- Operating all fixed and mobile concession areas within the Sports Complex
- Managing staffing, inventory, maintenance, and compliance
- Coordinating with event schedules to ensure coverage during all games, tournaments, and special events

Operating Hours:

Open during all scheduled sports activities and city events, including weekends and evenings.

Menu Offerings:

- Shaved Ice (Signature Kona Ice)
- Bottled Water, Sports Drinks, and Sodas

- Pre-Packaged Snacks (Chips, Pretzels, Candy, etc.)
- Hot Items (Hot Dogs, Nachos, Soft Pretzels)
- Specialty Items (Ice Cream, Seasonal Items, Frozen Lemonade)

Equipment Provided:

- Kona Ice Shavers and Self Serving Flavors
- Mobile Kiosks (if approved)
- Freezers, Coolers, Beverage Dispensers
- POS System (cash and card capable)
- Signage and Branded Materials

Maintenance & Cleanliness:

Kona Ice will ensure all food service areas are cleaned daily and maintained according to City and State health codes. Waste will be properly disposed of after every event.

5. Financial Proposal

Kona Ice Daytona Beach proposes a flat fee of $20,000 to the City of New Smyrna Beach, projected to total sales of $200,000 annually based on estimated event traffic and sales volume. Fee is based on 10% of total annual sales

Projected Annual Sales:

Estimated total annual revenue: $200,000

(Assuming steady concession operations across all tournaments, practices, and special events.)

Investment and Cost Coverage:

Kona Ice Daytona Beach will absorb all costs related to:

- Staffing and payroll
- Inventory and supplies
- Equipment maintenance and upgrades
- Insurance and licensing
- Health department compliance

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

No financial burden or operational management will fall on the City.

6. Community Impact

Kona Ice has a strong reputation for "Giving Back" — returning over $150 million nationally to local communities.

Locally, Kona Ice Daytona Beach has donated thousands to area schools and youth sports programs.

By operating the New Smyrna Beach Sports Complex concessions, Kona Ice will:

- Provide reliable, family-friendly service
- Reinforce a positive image for the City
- Offer fundraising opportunities for local youth sports organizations
- Generate consistent city revenue through the profit-sharing agreement

7. Compliance and Insurance

Kona Ice Daytona Beach will maintain:

- All required state and local food permits
- General liability and product insurance
- Worker's compensation coverage
- City vendor and concession licenses
- Managed by Certified ServSafe Food Manager

8. Conclusion

Kona Ice Daytona Beach LLC offers the City of New Smyrna Beach a proven, community-focused partner to manage and improve the concession operations at the Sports Complex. Our local ownership, national franchise support, and dedication to quality service make us the ideal choice to elevate the guest experience and increase the City's concession revenue. We look forward to partnering with the City to serve residents and visitors while enhancing the community's sports and recreation experience.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Equipment List for Concession Stand Operations

Kona Ice Daytona Beach LLC

New Smyrna Beach Sports Complex

Overview

Kona Ice Daytona Beach LLC will supply, install, and maintain all necessary equipment to operate efficient, high-quality concession services at the New Smyrna Beach Sports Complex. This list reflects all equipment required for full operation and is subject to adjustment based on equipment currently owned or

Equipment	Purpose / Description	Provided By
POS System (Tablet + Card Reader)	Handles cashless and cash payments	Kona Ice
Cash Drawer / Safe	Secure cash handling	Kona Ice

provided by the City of New Smyrna Beach.

Essential Food Service Equipment

Equipment	Purpose / Description	Provided By
Commercial Hot Dog Roller or Steamer	For preparing hot dogs efficiently	Kona Ice
Nacho Cheese Warmer & Chip Display	For nacho and snack service	Kona Ice
Countertop Pizza Oven	For heating pre-baked pizzas	Kona Ice
Popcorn Machine	For high-volume popcorn service	City / Kona Ice
Soft Pretzel Warmer	Keeps pretzels fresh and warm	Kona Ice
Beverage Coolers / Merchandisers	Displays and chills bottled beverages	City / Kona Ice
Ice Chest / Ice Bin	Keeps cold storage for drinks	Kona Ice
Freezer Unit	For ice cream and frozen items	Kona Ice
Small Refrigerator	Storage for perishables	City / Kona Ice
Microwave Oven	Quick reheating for certain items	Kona Ice

Kona Ice Specific Equipment

Equipment	Description	Provided By

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Flavorwave Station	Interactive flavor dispensing for customers	Kona Ice
Ice Shaver (NSF Certified)	Used in mobile and fixed operations	Kona Ice
Syrup Storage Racks	Organized flavor storage	Kona Ice
Handwashing Station (portable)	For mobile health code compliance	Kona Ice

Point of Sale & Operations

Menu Boards / Signage	Display of menu and pricing	Kona Ice
Lighting Fixtures	For evening event visibility	City / Kona Ice
Trash & Recycling Receptacles	Waste management for customers	City
Cleaning & Sanitation Supplies	Daily cleaning, surface sanitizers, etc.	Kona Ice

Utility & Infrastructure Needs

Utility	Description	Responsibility
Electrical Outlets	For heating and refrigeration equipment	City
Water Supply	For cleaning and handwashing	City
Waste Disposal Access	For daily cleanup	City
Storage Space	For inventory and dry goods	Shared / City
Parking & Access for Kona Truck	Event-based placement	City Approval

Notes

- Final equipment layout and installation will be coordinated with City officials.
- Kona Ice Daytona Beach will ensure all equipment meets Florida Department of Health standards.
- Equipment is regularly inspected and maintained for safety, cleanliness, and operational reliability.
- Additional upgrades or replacements will be handled by Kona Ice at no cost to the City unless otherwise agreed upon.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Financial Stability Statement

Kona Ice Daytona Beach LLC

Prepared for: City of New Smyrna Beach – Parks and Recreation Department

Prepared by: Isaac Denigan, Owner / Operator

Overview

Kona Ice Daytona Beach LLC is a financially stable, locally owned business with a strong record of operational success and community engagement. Established as a Florida limited liability company, the business has consistently demonstrated sound fiscal management, growth in annual sales, and sustainable profitability since inception.

Our operations are structured to ensure all costs associated with concession management, including staffing, supplies, insurance, equipment, and maintenance—are fully covered by company revenue. No financial assistance or investment from the City of New Smyrna Beach will be required to implement or maintain services at the Sports Complex.

Financial Strength

• 10+ years of successful operation in the Volusia County area

• Able to pay fee of $20,000 upfront if needed

• All state and federal tax filings current and in good standing

• Maintains sufficient liquid reserves to support at least 6 months of operations

• Established supplier relationships with national vendors and Kona Ice corporate partners

Revenue & Cash Flow

Kona Ice Daytona Beach LLC generates stable, recurring revenue through:

• Event-based shaved ice and concession sales

• Private and corporate event bookings

• Community fundraisers and school partnerships

• Seasonal concession operations

Our diversified income streams provide consistent cash flow and ensure financial resilience even during off-peak months.

Kona Ice Daytona Beach LLC.
idenigan@kona-ice.com
859-393-6240

Insurance & Risk Management

- General Liability Coverage: $2,000,000 aggregate
- Auto & Equipment Coverage for all Kona Ice vehicles and assets
- Workers' Compensation (as required by Florida law)
- Product Liability Coverage protecting both the business and contracting entities Proof of insurance certificates can be provided upon request.

Commitment to Fiscal Responsibility

- Reliable quarterly revenue reporting
- On-time payments of the City's fee
- Transparent accounting practices
- Long-term commitment to financial and operational excellence

Conclusion

Kona Ice Daytona Beach LLC's proven track record, financial stability, and commitment to community partnerships make it a trusted and dependable concession partner. With zero financial risk to the City, this partnership will deliver consistent revenue, enhanced visitor experiences, and community benefit for years to come.

Kona Ice Daytona Beach

1695 Greens Dairy Road

DeLand, FL 32720

October 8, 2025

The City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

To whom it may concern:

I am writing to formally declare that I have no conflicts of interest regarding The City of New Smyrna Beach PROJECT NUMBER: 26-25-LS - Concessionaire Services, Rebid.

To the best of my knowledge, there are no financial, personal, or other relationships or activities that could be construed as a conflict of interest or that could appear to have unduly influenced the work related to The City of New Smyrna Beach.

I confirm that all information provided is truthful and accurate.

Sincerely,

Isaac Denigan

Isaac Denigan

Kona Ice Daytona Beach Owner

References

Venue	Contact	Title	Email	Phone
International Speedway	John Johnson	Levy INC. Concession Administration	John.Johnson@levyrestaurants.com	734-604-4901
International Speedway	Kat Evens	Levy INC. Manager	Katty.Evans@levyrestaurants.com	305-527-6592
Jackie Robinson Ball Park	Jim Jaworski	Tortugas President	jimjaworski@gmail.com	386-257-3127
Stetson Athletics	Jon Hanson	Concession Manager	jwhansen@stetson.edu	605-415-1830



Detail by FEI/EIN Number

Florida Limited Liability Company
KONA ICE DAYTONA BEACH LLC

Filing Information

Document Number	L13000171010
FEI/EIN Number	46-4289450
Date Filed	12/11/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/10/2015

Principal Address

1695 Greens Dairy Road
DeLand, FL 32720

Changed: 05/02/2019

Mailing Address

1695 Greens Dairy Road
DeLand, FL 32720

Changed: 05/02/2019

Registered Agent Name & Address

Denigan, Isaac
1695 Greens Dairy Road
DeLand, FL 32720

Name Changed: 01/11/2018

Address Changed: 05/02/2019

Authorized Person(s) Detail

Name & Address

Title MGRM

Denigan, Isaac

1695 Greens Dairy Road
DeLand, FL 32720

Annual Reports

Report Year	Filed Date
2023	03/03/2023
2024	02/03/2024
2025	03/28/2025

Document Images

03/28/2025 -- ANNUAL REPORT	View image in PDF format
02/03/2024 -- ANNUAL REPORT	View image in PDF format
03/03/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
04/26/2021 -- ANNUAL REPORT	View image in PDF format
05/14/2020 -- ANNUAL REPORT	View image in PDF format
05/02/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
02/28/2016 -- ANNUAL REPORT	View image in PDF format
06/10/2015 -- REINSTATEMENT	View image in PDF format
12/11/2013 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

City of New Smyrna Beach

Proposal Response

Title of Soliciation: **Concessionaire Services**

Project ID: **RFP 20-25-LS**

Company Name: Kona Ice Daytona Beach

Print Authorized Officer Name & Title: Isaac Denigan OWNER

Signature Authorized Officer:

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓

City of New Smyrna Beach

RFP 20-25-LS, Concessionaire Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Isaac Denigan	OWNER	859-393-6240

Isaac Denigan
Print Name

Signature/Title)

Kona Ice Daytona Beach
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture ___✓___ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 464289450

VENDOR INFORMATION

Project ID:	RFP 20-25-LS
Project Title:	Concessionaire Services

Respondent Information

Company Name: Kona Ice Daytona Beach

Federal Employer Identification Number or SS Number: 616 4289 450

DUN Number:

Mailing Address: 1695 Greens Dairy Ln

City, State, Zip Code: DeLand, FL 32720

Type of Entity (Circle One)

Corporation LLC Partnership Proprietorship Joint Venture

Corporate Address:

Incorporated in the State of: Florida LLC.

What kind of business: "For Profit" or "Not for Profit"

City, State, Zip Code

Is Firm in good standing: Yes or No

Authorized to transact business in Florida Yes or No

Telephone No. 386-320-6277

State of Florida Department of State Certificate of Authority Document No: L13000171040

Email Address: idesigen@kona-ice.com

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other: OWNER Isaac Designen Other: _____

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ Isaac Designen

Authorized Signature Printed Name

Title: OWNER Date: 10/17/25

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ✓ REVISED VENDOR:_____

DATE: 10/17/25

VENDOR NAME: Kana Ice Daytona Beach

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Mobile Skated Ice

DEPARTMENT: Parks & Rec

PREPARED BY: Isaac Design

PURCHASE ORDER ADDRESS

1695 Greens Dairy Rd
ADDRESS

Orlando, FL
CITY/STATE

32720
ZIP CODE

MAILING/REMIT ADDRESS

SAME
ADDRESS

CITY/STATE

ZIP CODE

PHYSICAL ADDRESS

SAME
ADDRESS

CITY/STATE

ZIP CODE

COMPANY CONTACT: Isaac Design

E-MAIL: idesign@kana-ice.com

OFFICE PHONE: 386-320-6277

FAX:

MOBILE PHONE: 321-383-6240

FEDERAL TAX ID#:

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Isaac Derigen

Business name, if different from above
Kona Ice Daytona Beach LLC.

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► .....
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1695 Greens Dairy Rd

Requester's name and address (optional)

City, state, and ZIP code
Deland, FL 32720

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
96 4289450

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ► [signature] **Date** ► 10/17/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Isaac Design
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

OWNER
OFFICER TITLE

10/17/25
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature and Title

Date: 10/17/25

ISAAC Design OWNER
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO ✓

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO ✓

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO ✓

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature Date: 10/17/25

Isaac Dorigan
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Isaac Design OWNER
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is Kona Ice Daytona Beach
and (if applicable) its Federal Employer Identification Number (FEIN) is 46-4289450

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this 17th day of October, 2025.

Personally known _____

OR produced identification ✓

FL drivers license
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: Nov. 28, 2027

MAKAYLA HUTSON
Notary Public - State of Florida
Commission # HH 468025
My Comm. Expires Nov 28, 2027
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Isaac Design, being first duly sworn, deposes and says that:

He/she is OWNER of Koala Ice Daytona Beach, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

OWNER

Title

Subscribed and sworn to before me this 17 day of October, 2025.

M. Hutson

Title

My Commission Expires: NOV. 28, 2027

MAKAYLA HUTSON
Notary Public - State of Florida
Commission # HH 468025
My Comm. Expires Nov 28, 2027
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Kona Ice Daytona Beach

1695 Greens Dairy Road

DeLand, FL 32720

October 8, 2025

The City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

To whom it may concern:

I am writing to formally declare that I have no conflicts of interest regarding The City of New Smyrna Beach PROJECT NUMBER: 26-25-LS - Concessionaire Services, Rebid.

To the best of my knowledge, there are no financial, personal, or other relationships or activities that could be construed as a conflict of interest or that could appear to have unduly influenced the work related to The City of New Smyrna Beach.

I confirm that all information provided is truthful and accurate.

Sincerely,

Isaac Denigan

Isaac Denigan

Kona Ice Daytona Beach Owner

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: Kona Ice Daytona Beach

Consultant E-Verify Registration Number: Registerd 10/17/25 # 2905856

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Israel Design

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this 17 Day of October, 2025. She/He is personally known to me or has produced FL drivers license As identification.

_____
Notary Public

My commission expires: Nov. 28, 2027

MAKAYLA HUTSON
Notary Public - State of Florida
Commission # HH 468025
My Comm. Expires Nov 28, 2027
Bonded through National Notary Assn.

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Kona Ice Daytona Beach

Authorized Signature: _____ Date: 10/17/25

Printed Name: Isaac Denigan

Title: OWNER

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of October, 2025, by Isaac Denigan, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FL drivers license as identification.

MAKAYLA HUTSON
Notary Public - State of Florida
Commission # HH 468025
My Comm. Expires Nov 28, 2027
Bonded through National Notary Assn.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: NOV. 28, 2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Isaac Adrigan

who was duly sworn, deposes, and states:

1. I am the owner of Kanalee Adoption Bank with a local office in DeLand, FL (City & State) and principal office in DeLand, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 20-25-LS, Concessionaire Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Isaac Adrigan
Typed Name

owner
Title

Signed

10/17/25
Dated

Sworn to and subscribed before me this 17 day of October 2025.

Personally known ____ OR produced identification ✓. Identification type: FL drivers license

Notary Public: State of Florida County of Volusia

Makayla Hutson
Printed, typed, or stamped commissioned name of notary public

My commission expires: NOV. 28, 2027

MAKAYLA HUTSON
Notary Public - State of Florida
Commission # HH 468025
My Comm. Expires Nov 28, 2027
Bonded through National Notary Assn.

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☑ Other (Please specify) LLC.
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	1695 Greens Dairy Ln DeLand, FL 32720	
Federal I.D. Number	46-4289450	

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Isaac Design

Mailing Address: 1695 Greens Dairy Ln DeLand, FL 32720

Telephone Number: 859-393-6210 Fax Number: _____ E-mail Address: idesign@gmail.com

Authorized Signature	Isaac Design Printed Name	46-4289450 FEIN
OWNER Title	10/17/25 Date	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: Kona Ice Daytona Beach

FEIN: 46-4289450

Authorized Representative Name and Title: Isaac Design

Address: 1695 Greens Dairy Rd

City: DeLand State: FL Zip: 32720

Phone Number: 859-393-6290 Email Address: iDesign@KonaIce.Com

Certified By: Isaac Design *Print Name* OWNER *Print Title*,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ADDENDUM 1
RFP 26-25-LS, CONCESSIONAIRE SERVICES, REBID
October 7, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to **RFP 26-25-LS, Concessionaire Services, Rebid, issued September 18, 2025.**

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Questions/Answers:

1. **Question:** Is it possible to add specific plugs to both buildings to meet the needs of equipment being brought in?

   Answer: It is possible and can be negotiated with the awarded vendor.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Isaac Dorigan Proposer Signature: [signature]

KONA ICE DAYTONA Beach
Firm Name (Please Print)

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
KONA ICE DAYTONA BEACH LLC

Filing Information

Document Number	L13000171010
FEI/EIN Number	46-4289450
Date Filed	12/11/2013
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	06/10/2015

Principal Address

1695 Greens Dairy Road
DeLand, FL 32720

Changed: 05/02/2019

Mailing Address

1695 Greens Dairy Road
DeLand, FL 32720

Changed: 05/02/2019

Registered Agent Name & Address

Denigan, Isaac
1695 Greens Dairy Road
DeLand, FL 32720

Name Changed: 01/11/2018

Address Changed: 05/02/2019

Authorized Person(s) Detail

Name & Address

Title MGRM

Denigan, Isaac

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L13000171010

Entity Name: KONA ICE DAYTONA BEACH LLC

Current Principal Place of Business:

1695 GREENS DAIRY ROAD
DELAND, FL 32720

Current Mailing Address:

1695 GREENS DAIRY ROAD
DELAND, FL 32720 US

FEI Number: 46-4289450

Name and Address of Current Registered Agent:

DENIGAN, ISAAC
1695 GREENS DAIRY ROAD
DELAND, FL 32720 US

FILED
Mar 28, 2025
Secretary of State
6161139675CC

Certificate of Status Desired: No

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ISAAC DENIGAN 03/28/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGRM
Name	DENIGAN, ISAAC
Address	1695 GREENS DAIRY ROAD
City-State-Zip:	DELAND FL 32720

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ISAAC DENIGAN MEMBER 03/28/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

https://www.cityofnsb.com/

RFP 26-25-LS

CONCESSIONAIRE SERVICES, REBID

RELEASE DATE: September 18, 2025
DEADLINE FOR QUESTIONS: October 6, 2025
RESPONSE DEADLINE: October 20, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://procurement.opengov.com/portal/cityofnsb

City of New Smyrna Beach

RFP 26-25-LS

Concessionaire Services, Rebid

I. Public Notice .....
II. Introduction .....
III. Definitions .....
IV. General Information .....
V. Description of Services .....
VI. Minimum Qualifications .....
VII. Submittal Requirements and Evaluation Criteria .....
VIII. Insurance Requirements .....
IX. Required Responses .....

Attachments:

A - Public Records
B - Draft Contract
C - Required Forms
D - Reference Questionnaire

I. 1. Public Notice

26-25-LS

Concessionaire Services, Rebid

The City of New Smyrna Beach, Florida (the “City”) is accepting sealed proposals from licensed, experienced and qualified contractors to provide concessionaire services as listed in the City's specifications.

Solicitation documents can be obtained through the City's eProcurement Portal found at https://procurement.opengov.com/portal/cityofnsb.

End of Advertisement

Publish: Daytona News Journal, Thursday, September 18, 2025
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. 2. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida.

If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

Under Chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record, subject to distribution pursuant to the request for records by any interested party.

For purposes of this solicitation the terms "Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

II.A 2.1. Summary

The City of New Smyrna Beach, Florida (the “City”) is accepting sealed proposals from licensed, experienced and qualified respondents to provide concessionaire services at the City of New Smyrna Beach Sports Complex.

If an award is made it shall be made to the contractor whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document. The City shall not use any other factors or criteria in the evaluation of the proposals received.

The contract will be revenue generating for the awarded contractor and a flat fixed fee, percentage of sales or a combination of both to the City. The term of this contract shall begin on the date the contract is approved by the City of New Smyrna Beach, City Commission (herein

after, the "Commission"), signed by all required parties and filed with the City Clerk. The term of the contract shall be three (3) years from the effective date. After the initial term, and upon consent of both parties, the agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term of the agreement and all renewals is a cumulative term of five (5) years.

II.B 2.2. Background

The City serves an area of 41.6 square miles in size and serves a population of approximately 33,402. It is located off of Florida's East Coast, in the County of Volusia, just north of Cape Canaveral with easy access to both Interstate 95 and Interstate 4. The City's fiscal year begins on October 1st and ends on September 30th.

The City was created in 1887 by adoption of its first charter, which was replaced through Chapter 224.08, Special Acts of Florida, 1943, and subsequently amended, with the most recent update taking effect January 1, 2021.

The legislative branch of the City is composed of an elected five-member City Commission consisting of the Mayor and four Commissioners. The City Commission is governed by the City Charter and by state and local laws and regulations. The City Commission is responsible for the establishment and adoption of policy. The execution of such policy is the responsibility of the Commission-appointed City Manager.

More detailed information on the government and can be found in City of New Smyrna's Comprehensive Annual Financial Report (CAFR). This report may be viewed on https://www.cityofnsb.com/105/Financial-Reports.

The City of New Smyrna is exempt from any and all state, local and federal taxes.

II.C 2.3. Contact Information

Janet Vivian
Purchasing Agent
Email: jvivian@cityofnsb.com
Phone: (386) 410-2600 Ext: 2654
Department:
Purchasing

II.D 2.4. Timeline

Times listed are Eastern Standard Times (EST) and are tentative, they may be subject to change.

Issue RFP Notice	September 18, 2025

Pre-Proposal Meeting (Non-Mandatory)	September 25, 2025, 9:30am The City of New Smyrna Beach Sports Complex is located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168. Initial meeting location is the main office at the Sports Complex.
Deadline for Written Questions	October 6, 2025, 5:00pm
Proposal Submission Deadline	October 20, 2025, 5:00pm
Opening of Submittals	October 21, 2025, 9:00am Virtual, Microsoft Teams Meeting. Link to join the meeting is provided in Section IV.X of this document and on the city website, under Departments, Finance, then Bids. or call in (audio only): 786-636-1338 Phone Conference ID: 942 413 276 #
Evaluation Meeting	October 28, 2025, 9:00am Virtual, Microsoft Teams Meeting. Link to join the meeting is provided below and is listed on the city website, under Departments, Finance, then Bids: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MTNkMjg4MjUtYzhhZC00ZTQ1LTk1NmEtYjNkMGNkZDc3OTdl%40thread.v2/0?context=%7b%22Tid%22%3a%22e8a2d9f9-0bd2-4e4a-ae4c-4a9092138ff8%22%2c%22Oid%22%3a%223580558d-a61c-452f-b761-445deb37149f%22%7d or call in (audio only): 786-636-1338 Phone Conference ID: 177 495 040 #
Recommendation of award to City Commission	November 25, 2025

III. 3. Definitions

III.A 3.1. General Definitions

The terms used in this specification are defined as follows:

CITY: City Of New Smyrna Beach

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

CONSULTANT: The person, firm or corporation with whom this Contract is executed by the Owner.

OWNER: City of New Smyrna Beach

SCOPE OF SERVICE(S): The detailed written description of the work.

SURETY: Any person, firm or corporation that has executed as Surety.

VENDOR: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

"Consultant" “Proposer,” “Respondent” and/or “Vendor,” are used interchangeably, and are in reference to the person or entity submitting the response to this solicitation.

IV. 4. General Information

IV.A 4.1. Ambiguity, Conflict, or Other Errors in the Solicitation

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

IV.B 4.2. Americans with Disabilities Act

Persons with disabilities needing special accommodation at public meetings should contact the Purchasing Department at 386-410-2654, no later than seven (7) days prior to the appropriate date on which the accommodation is requested.

IV.C 4.3. Assignment

The consultant(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

IV.D 4.4. City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

IV.E 4.5. Award of Contract and Professional Services Agreement

A contract resulting from this solicitation shall be subject to the terms and conditions set forth in a standard City agreement. The City reserves the right to include in any contract document such terms and conditions as it deems necessary for the proper protection of the rights of the City. The City shall not be obligated to sign any contracts, maintenance and/or service agreements or other documents supplied by the Professional Consultant.

Contract Negotiations: After the ranking is completed, the City will attempt to negotiate an agreement with the top ranked firm or individual which is determined to be in the best interest of the City. The agreement will cover all aspects of the scope of services as described herein. If no agreement is reached with the top ranked firm or individual, negotiations will be terminated and initiated with the next-ranked firm or individual, and so on, until an agreement is reached.

The selected Consultant shall be required to sign a standard City contract within fourteen (14) days of Notice of Selection for Award.

IV.F 4.6. Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

IV.G 4.7. Conflict of Interest

Submitted proposals shall include a completed Conflict-of-Interest Affidavit provide as an attachment in Section 9 of this solicitation. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

IV.H 4.8. Drug-Free Workplace

In accordance with Florida Statute 287.087, Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.

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

C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

D. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any

controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

E. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

IV.I 4.9. Evaluation of Submittals

An evaluation committee consisting of City staff shall review and score each proposal based on the criteria set forth in the section of this document titled Evaluation Criteria.

Time and date of Evaluation meeting is provided on the city website. May also join the meeting by clicking the following link: Join the Meeting Now

or call in (audio only): 786-636-1338
Phone Conference ID: 177 495 040 #

Presentations or demonstrations may be scheduled for the top-ranked respondents. If an award of contract is recommended it will be based on the combined scores from the proposal review and presentations, if applicable. The consensus of the committee will be the deciding factor on how to move forward.

A submission of a proposal to the City offers no rights upon the respondent nor obligates the City in any manner. Acceptance of a proposal does not guarantee issuance of any other governmental approvals.

If made, the recommendation of award will be made to the best overall respondent whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this solicitation. The City will not use any other factors or criteria in the evaluation process.

The consensus of the committee will be the deciding factor on how to move forward.

IV.J 4.10. E-Verify

The E-Verify System means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Pursuant to Florida Statute 448.095, any new contract or renewal with a public agency requires the vendor and any subcontractor thereof to register with and use the E-Verify system to verify the work authorization status of all new employees working in the state of Florida or the United States. If the contractor or vendor enters into a contract with a subcontractor, the subcontractor must provide an affidavit to the contractor or vendor that states that the

subcontractor does not employ any unauthorized alien in Florida or the United States. The contractor shall provide and maintain proof of compliance with this statute upon request.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Every Vendor shall, upon request, provide evidence of compliance with this provision to the Owner. Failure to comply with this provision is a material breach of an Agreement, and the Owner may choose to terminate the Agreement at its sole discretion. The Vendor may be liable for all costs associated with the Owner securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IV.K 4.11. Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Consultants doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Consultant be authorized to use the City's Tax Exemption Number in securing such materials.

IV.L 4.12. Florida Public Records Act

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. 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 public agency.

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

IV.M 4.13. Foreign Corporation

In accordance with Section 607.150 of the Florida Statutes, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State. A foreign corporation must be in compliance with F.S. 607.150, prior to entering into a Contract with the City.

IV.N 4.14. Governing Law/Jurisdiction

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. In the event that a suit is brought for the enforcement of any term of the contract(s), venue of any court action shall be in Volusia County, Florida.

IV.O 4.15. Human Trafficking

Compliant with Florida Statures, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

IV.P 4.16. Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

IV.Q 4.17. Inquiries

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before 5:00 pm on Monday, October 6, 2025. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

When asking questions, please be sure to enter each question separately.

Proposers must clearly understand that the only official answer or position of the City shall be the one stated in writing by the City. All questions submitted and answers provided shall be electronically distributed to proposers following this solicitation on the City's e-Procurement Portal.

IV.R 4.18. Joint Ventures

Responders that are intending to submit a bid response as a joint venture are required to have filed proper documents with the Division of Corporations, and/or any other State or local licensing agency prior to submitting a bid response. Please refer to Section 489.119 Florida Statutes.

Joint venture firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

IV.S 4.19. Judgements/Legal Findings

By submitting a proposal for consideration, the proposer affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company or any of its executives, with any federal, state or local governmental entities that in any way could impact or have the potential to impact their ability to complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and/or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the City.

IV.T 4.20. Legal Requirements

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

IV.U 4.21. Liability

The City of New Smyrna Beach assumes no responsibility for the cost of preparing a response to this solicitation. The awarded consultant shall hold and save the City of New Smyrna Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of a contract which may result from award of this solicitation.

Neither party shall be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

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

IV.V 4.22. Method of Source Selection

The City of New Smyrna Beach is using the competitive sealed proposal methodology of source selection for this procurement, as authorized by the City Purchasing Policy.

IV.W 4.23. On-line Provider Disclaimer

It is recommended that respondents register and maintain their registration with OpenGov at www.OpenGov.com. This is a third-party provider that provides a platform to communicate solicitation information to the Public. OpenGov does not represent the City nor does communications through this provider constitute communications to the City. The City of New Smyrna Beach is not responsible for errors and omissions occurring in the transmission or downloading of any documents from the online website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

IV.X 4.24. Opening of Proposals

Electronic proposals will remain sealed until the time of opening listed in Section II of this document. The received proposals will be publicly opened, and the proposers' names will be read aloud. There will be no other discussion at this time. It is important to note that this is public meeting, and the meeting will be recorded.

Click link to join the meeting: Join the Meeting Now

or call in (audio only): 786-636-1338
Phone Conference ID: 942 413 276 #

IV.Y 4.25. Payment

Florida Statute 218.70, et seq, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of New Smyrna Beach. The City expects prompt and accurate service from our consultants/vendors, and it shall pay their invoices promptly and accurately.

IV.Z 4.26. Principals/Collusion

By submission of this proposal, the undersigned, as proposer, does declare that the only person or persons interested in this solicitation as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this solicitation or in the contract to be entered into; that this proposal is made without connection with any person, company or parties submitting a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

IV.AA 4.27. Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

A. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time;

B. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes and;

C. Immediate termination of any contract held by the individual and/or firm for cause.

IV.BB 4.28. Proposal, Presentation, and Protest Costs

The City shall not be liable in any way for any costs incurred by any proposer in the preparation of its bid in response to this RFP, nor for the presentation of its bid and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

IV.CC 4.29. Proposal Due Date

Submittals shall be received prior to 5:00 pm on Monday, October 20, 2025. Submittals shall be submitted through the City's e-Procurement Portal.

Submittals received after the designated time will not be permitted or accepted. There is no expressed or implied obligation for the City of New Smyrna Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

IV.DD 4.30. Protest Procedures

1) Respondents who do not agree with the City's recommendation for award shall be afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division. Proposals not meeting the minimum published requirements, including specifications, scope of service, or required documents, are not subject to protest.

2) Such notice shall be given within three (3) business days after the City posts its notice of intent to award.

3) A formal written protest shall be made to the Purchasing Division within five (5) working days after filing the notice of protest, which shall state the grounds for the protest and the action requested.

4) The formal written protest shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The notice of protest must be either hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the timeframe specified herein

shall constitute a full waiver of all rights to protest the City's decision regarding award of the bid. For full bid protest guidance, consult Section 9.1, Notice of Protest, of the City of New Smyrna Beach's purchasing policy.

IV.EE 4.31. Public Entity Crimes

Pursuant to Section 287.133(12)(a) of the Florida Statutes, "A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IV.FF 4.32. Relation of City

It is the intent of the parties hereto that the consultant shall be legally considered an independent consultant, and that neither the consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

IV.GG 4.33. Requesting the Solicitation Document

The City of New Smyrna Beach Purchasing Department is the official source to obtain information relating to the City solicitations.

All documents regarding this solicitation are posted utilizing an online bid management system, OpenGov. There is no charge to register with OpenGov and/or to participate in the solicitation process.

IV.HH 4.34. Requests for Clarification

The City may, as it deems necessary, conduct discussions with responsible respondents for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Requests by the Purchasing Coordinator to a proposer(s) for clarification of a submittal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive and may be just cause to reject its proposal.

IV.II 4.35. Single Proposal

Each Proposer must submit, with their bid, the required forms included in this solicitation. Only one proposal from a legal entity as a primary shall be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same solicitation.

All submittals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

IV.JJ 4.36. State Registration Requirements

Any corporation submitting a proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations at (800) 755-5111 or visit the following website: (http://www.dos.state.fl.us).

IV.KK 4.37. Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Contractor to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Contractor. Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement.

The Contractor shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Contractor's Right to Terminate: If the work should be stopped for a period of three (3) months, under any order of any court or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate the Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

Force Majeure:

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said event shall not prevent CONTRACTOR from timely performing its functions under this Agreement.

IV.LL 4.38. Title VI

No person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, the Florida Civil Rights Act of 1992 and other nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity of the City of New Smyrna Beach.

IV.MM 4.39. Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of RFP.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V. 5. Description of Services

V.A 5.1. General Overview

The City of New Smyrna Beach is seeking to enter into an agreement with one or more contractors to provide food, non-alcoholic beverages, novelty items and other suitable snack foods and refreshments at the City of New Smyrna Beach Sports Complex.

The successful respondent shall be self-contained and be able to run the concession stand as their small business. They shall provide all labor, materials, equipment, permitting and licensing associated with these services and are required to serve concession items from the established concession facility or facilities on City property. Respondent must prepare and serve the food and beverage items on-site, within the Sports Complex provided facilities.

The successful respondent will provide services for a myriad of patrons, including but not limited to, families with children of all ages. All food and beverage items, food preparation, food storage, and safety equipment must be provided by the vendor and be maintained in a good state of repair; replaced every few years in order to provide safe and presentable equipment to patrons.

The City reserves the right to make multiple awards if it is in the best interest of the city. Awarded contractor(s) will provide all labor, materials, equipment, permitting and licensing associated and required to perform sales of food and non-alcoholic beverage within the awarded facility or facilities. Tabacco products are prohibited.

Awarded contractor(s) must comply with the City of New Smyrna Beach Code of Ordinances, Chapter 38 (Environment), Article IV Single-Use Plastics, Sec. 38-112. - Prohibition:

(1)The use of polystyrene or polypropylene food service articles and plastic straws by city contractors and polystyrene or polypropylene food service articles or plastic straws in city facilities or on city property, including but not limited to special events on city property or in a

city facility is prohibited.(2)The provisions of this section shall be incorporated into all contracts, leases, or concession agreements for city contractors and temporary contractors entered into after the effective date of this article.(3)A violation of this section shall be deemed a material default under the terms of this contract, lease or concession agreement or temporary authorization from the city and is grounds for termination or revocation of a special event permit, contract, lease, concession agreement or temporary authorization from the city.

V.B 5.2. Facility Locations

As outlined in the December 6, 2021, Final Plan of the City of New Smyrna Beach Parks Master Plan, the City has thirty-seven (37) park facilities.

The following facility is the primary focus related to this solicitation. Additional locations may be added on an as needed basis throughout the duration of contract.

- The City of New Smyrna Beach Sports Complex is located at 1800 Turnbull Bay Road, New Smyrna Beach, Florida, 32168. This is a 68-acre complex featuring a football stadium, baseball stadium, 4 baseball fields, 3 softball fields, 3 full-size soccer fields, and 2 multipurpose fields. The complex is home to New Smyrna Beach High School's football and baseball teams as well as 50+ baseball, softball, and soccer tournaments a year. The complex is also home to senior softball & youth flag football leagues run by the city. For home football games, the New Smyrna Beach High School operates the concession at the football stadium.
- The complex has 3 concession stand buildings that include sinks, countertops and ice machines. Two of the buildings are approximately 225 square feet with dry storage space. The third building is approximately 525 square feet with dry storage space. Each floor is polyurethane sealed concrete and has electrical service and water.

Additional information related to the City of New Smyrna Beach Parks Master Plan and Sports Complex can be found on the City's website and by using the following links:

Master Plan: https://www.cityofnsb.com/764/Parks

Sports Complex: https://www.cityofnsb.com/1292/Sports-Complex

V.C 5.3. Hours of Operation

Hours of operation may vary based on site relative to programs and events. The Contractor(s) will be provided a schedule of games/events for which concessions will be required. The City will require the concession areas to be open and operational thirty (30) minutes prior to the start of the first game/event, and through the conclusion of the final game and/or event.

Concession stands will be required to be operational throughout all tournament matches scheduled on Saturdays and Sundays from 8:00 am to 5:00 pm, or until 30 minutes following the conclusion of the last game. Concession stands are to be open on weeknights, at a minimum, from 5:30 pm to 7:30 pm. The City will provide league schedules before each season, detailing the dates and times for the scheduled games.

The licensed premises shall be used only for the purpose of providing the City with concessionaire services which includes the selling of approved food items, non-alcoholic beverages, and novelty items.

If the Contractor requires access outside of the regularly scheduled business hours, then the Contractor will obtain permission/access through the Leisure Services main office. Upon completion of requested access, the Contractor must report out through the same office to ensure facility is secured.

V.D 5.4. Guaranteed Commissions/Profit

The City does not guarantee the Contractor any level of revenue, sales, or earnings; nor is the City responsible for the Contractor's losses, operation, marketing, or financial obligations. By submitting a proposal, the Contractor warrants that it is an independent contractor and has the necessary authority, knowledge, experience, and financial resources to enter into contracts relating to food service operations.

V.E 5.5. Concessionaire Responsibilities

The awarded contractor(s) are responsible for, but not limited to:

- Required to comply with all applicable Local, State and Federal laws, including those relating to required permits, licenses, ordinances, health codes as well as equal employment opportunity and non-discrimination in the provision of services.
- Obtaining and maintaining all permits associated with operation of the facility. Any permanent improvements to the facility to bring it into code will become the property of the City of New Smyrna Beach.
- Maintenance and repairs of the concession building(s) or stand(s), equipment and serving areas in clean and sanitary fashion that meets all health code and facility requirements. The City of New Smyrna shall have the right to make inspections at any reasonable times to ensure compliance throughout the duration of the future agreement.
- Provide all equipment including any and all alterations to comply with any and all permitting agencies. All equipment materials and product must be secured daily. (Note: If any equipment is provided by the City of New Smyrna, it will be maintained by the city. However, the Concessionaire may request to have it removed or can replace it with their own equipment.)
- Provide cash registers that will be reconciled on a daily/nightly basis. Concessionaire will be required to provide own credit card device where applicable and agrees to accept various payment methods in the form of cash and credit cards. Including MasterCard, Visa, Discover and American Express.

- Provide food, non-alcoholic beverages, and personnel service sufficient to meet public demand. On a bi-annual basis, the Concessionaire will provide a list of items for sale and the City reserves the right to approve or deny these items. Tobacco items are prohibited.
- Obtain and maintain high level 2 background checks on employees and or volunteers. Background checks are mandatory and shall be at the Contractor sole cost and expense, no exceptions. Contractor must provide updated information to the city when requested. No employee is allowed to work at any location without a background check submitted to the city including any one-time or specialty crews.

V.F 5.6. Equipment

Equipment located on premises owned by City and used by the Contractor shall be listed on a basic inventory approved jointly by the City and the Contractor at the start of the contract. Subsequent changes, additions, or deletions, to the basic inventory shall be in writing and approved jointly by both parties. Any repairs due to general use, negligence will be the responsibility of the concessionaire.

On the renewal date of the contract and at the termination date of the contract, a joint inventory shall be taken by the parties to verify correctness of inventory.

Equipment owned by the Contractor and utilized in the facilities will be removed by the Contractor upon expiration of the contract. Removal of equipment is at the Contractor ’s sole cost and expense and will immediately repair any damage to the premises by reason of such removal so as to leave the premises in a neat and clean condition.

Reasonable care, which includes but is not limited to necessary efforts to maintain premises, improvements, fixtures, etc., shall be exercised in the use of City equipment and, upon contract termination, the Contractor shall yield such equipment in as good condition as received, except for ordinary wear and tear, and damage or destruction beyond Contractor ’s control and not due to the Contractor or its employees’ fault or negligence.

The contractor is fully responsible for the safety and storage of equipment. The City assumes no liability for lost, stolen, or damaged equipment or supplies regardless of the cause of damage.

The Contractor is responsible for providing any computer(s) necessary to operate under this agreement. In addition, the Contractor must provide their own computer support and not look to the city for assistance.

Point of Sale Equipment: There shall be no interfacing or connectivity between the Contractor’s information technology systems and City’s information technology systems.

Any credit or debit card transactions for which the Contractor may serve as merchant-of-record shall be provided using the Contractor ’s point of sale equipment and Internet connections provided and secured by Contractor.

V.G 5.7. Utilities

The City shall furnish standard heat, electricity, air-conditioning, and water as reasonably necessary for the Contractor to establish and operate a concession operation at no charge to the Contractor.

All other utility installation and costs deemed necessary by the Contractor, including but not limited to telephone, computer or other IT service shall be the responsibility of the Contractor, the installation and maintenance of which will be coordinated with the City. The Contractor shall provide its own telephone service, if applicable. All expenses of installation and monthly charges of telephone service shall be paid by the Contractor. The Contractor shall work with the City's Information Technology Services representative to ensure that certain standards are maintained, if needed. The city does not guarantee the uninterrupted service of the utilities provided.

The City shall not be liable in any manner for damages to the Contractor's business and/or inventory, or for any other claim by the Contractor, resulting from any interruption in utility service, unless such interruption was caused by the sole negligence of the City

Trash and garbage collection for the Contractor's on-site operation will be provided at no cost to the Contractor. Trash must be bagged and placed in the city dumpster for removal.

V.H 5.8. Permits, Licenses, and Facility Maintenance

The Licensee shall be responsible for:

- All licenses and permits for operation.
- Maintaining the premises in a clean, orderly and sanitary condition as required by the hygiene codes and standards of the Florida Department of Business and Professional Regulations (DBPR), the Department of Agriculture and Consumer Services (DACS), and the Department of Health (DOH) : https://www.floridahealth.gov/environmental-health/food-safety-and-sanitation/food-manager-code-standards.html.
- Contractor agrees at all times during the term of the agreement and any extension thereto to maintain a neat and orderly condition and appearance of the awarded food service areas, including equipment, fixtures and personal property thereon. General housekeeping shall include cleaning of all floors, all equipment, all preparation areas, and all storage and service areas. The Contractor shall be responsible for maintaining the respective areas under its management in a clean and sanitary condition during all operating hours. Contractor shall clean respective areas on a daily/nightly basis.
- The Contractor will pay for the prompt off-premises removal of cooking oils and greases to the appropriate recycling facilities.
- If applicable, the Contractor will be expected to maintain the range hood as required.
- Collecting and properly packing dry refuse from such areas and placing the packed refuse at site(s) on Premises designated by the city.

- Provide the City with prompt written notice of any structural defects, maintenance problems beyond the scope of Contractor's responsibility or the need for structural repairs or replacements.
- Contractor shall be responsible for any such repairs if covered by or resulting from the negligent acts or omissions of Licensee, its agents, employees, invitees, licensees, customers or its clients.
- Complying with all City policies and standards regarding facility infrastructure.
- City will maintain, clean and stock public restroom attached to the premises.

V.I 5.9. Inspections

- Premises are subject to inspections by the City of New Smyrna Beach and/or other regulatory agencies.
- The Contractor shall notify the City, in writing, within 24 hours of any potential violations which, under the terms of the contract, the City is responsible to correct.
- The Contractor is also required to notify the City, in writing, within five (5) working days from the date of inspection of any notices or violations. The City reserves the right to be present during all inspections.
- The City shall inspect the premises on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by Facility Maintenance Division, in cooperation with Parks Division and Licensee may participate in the inspections.
- A copy of inspection reports shall be maintained by the Facility Maintenance Division and available upon review by Licensee, if requested. To the extent the inspection determines certain maintenance is required, the city is only responsible for those items which are considered part of the building or City-owned food service equipment.

V.J 5.10. Signs

All signs, brochures, menu boards and advertising, and all print material shall be presented and approved by the City prior to use.

Contractor may, at its own expense, have the name of the business operation on the door, together with the hours of operation and an emergency telephone number, subject to City approval before installation.

Contractor shall be responsible for providing and installing all necessary signs identifying the food services and the hours of service. External signage is to be limited. All signs, brochures, menu boards and/or advertising shall be presented and approved by the City prior to being posted or put in to use.

V.K 5.11. Modifications to the Premises

The City will deliver the site in an "as is" condition. If Contractor wished to perform any improvements to the site, it will be their responsibility keeping in mind that it shall require prior written approval by the City, and pursuant to any Federal, State or local permitting regulations. In addition, all such additions, improvements and fixtures, except Licensee-owned movable furniture and equipment, shall become the property of the City and remain upon the premises and be surrendered at the end of the License.

The Contractor shall provide a written description and plans of any changes or alterations to the buildings and covered porches that will be necessary to meet the program(s) being proposed.

Contractor shall not perform or make any alterations, improvements or additions in or to the premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air conditioning or electrical or other building systems or equipment, without the prior written consent of City. Any upgrades to the facility must be approved by the Leisure Services Director and will become permanent property of the City of New Smyrna Beach.

Any such approved additions shall be at the Contractor's expense.

Contractor shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the premises undertaken by Licensee.

V.L 5.12. Safety Requirements

All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA), Federal EPA, Florida DER and any standards otherwise stipulated in the solicitation.

By submitting a proposal, the Contractor agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

V.M 5.13. Personnel

Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of Services.

If the City, in the City's sole opinion, determines, for any reason, that the qualifications, actions or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors at Property, or that such actions or conduct is otherwise detrimental to the City, then upon the City's written notice, Contractor shall immediately provide qualified replacement. Contractor employees shall report to designated personnel upon arrival and departure from property in the performance of services.

The Contractor awarded any contract arising from this RFP shall employ trained, reliable, customer-service oriented, quality conscious staff and supervisors. The Contractor, after award and in advance of the date(s) service begins, must submit to the city representative the name of the manager(s).

In addition, Contractor(s) and their employees will only be permitted to smoke, if applicable, in designated areas. Smoking is not permitted inside or immediately outside the concession area.

VI. 6. Minimum Qualifications

VI.A 6.1. Licenses and Certificates

Each Proposer must satisfy the following Minimum Qualifications to be considered for this solicitation. Proposers that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the city are final.

If required and/or requested, copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.

Florida Division of Corporations:

- Licensed to conduct business in the State of Florida and registered through Sunbiz with an "Active" Status.

License/Certificates:

- Proposers are required to possess the correct professional license, and any other authorizations necessary to carry out and perform the work in accordance with the specifications pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.
- Copies of the required licenses must be submitted with the solicitation response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents.
- A City of New Smyrna Beach business tax receipt is required if located within the City of New Smyrna Beach. If you have questions regarding required professional licenses and Business Tax Receipt, contact the Building Department, (386) 410-2800.

Experience:

- Demonstrated skills and success in providing concessionaire services.
- Previous experience working with municipalities and/or local government.

VII. 7. Submittal Requirements and Evaluation Criteria

Submittals shall be in strict compliance with the requirements listed herein. Failure to comply with all provisions of this solicitation may result in disqualification.

VII.A 7.1. Response Format

Submittals shall be deemed an offer to provide services to the City. In submitting, the professional consultant declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she shall perform the work in accordance with the provisions, terms and conditions of the contract.

In order to maintain comparability and to facilitate the review process, it is requested that proposals be organized in the manner specified below. Proposals shall be submitted in a professional manner and is a representation of the consultant.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

VII.B 7.2. Evaluation Committee and Evaluation Factors

A committee of city employees shall evaluate and rank each submittal based on information provided. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this solicitation. The city shall seek to identify the submittal(s) which shall best meet the needs of the city as determined from the responses received.

A selected group of proposers may be required to make an oral presentation to the committee. Such presentation shall provide an opportunity for the proposers to clarify the information provided in their submittal. Oral presentations, if any, shall be considered in conjunction with the submitted data by the committee. The committee shall present its recommendation to the City Commission, which has the authority to make the final determination and award contracts.

Each Committee member will award points according to the Evaluation Criteria described in each Category for the Phase I and Phase II evaluation processes. The points indicated as “Points Possible” will be totaled to achieve the Total Points awarded to each Proposer. The greatest

cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc. The ranking of each Proposer will be tabulated from each Committee member.

Submissions shall be evaluated on a total score basis, with a maximum score of one hundred (100) points per committee member. The following criteria shall be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Points
Business Plan	20
Experience and Qualifications	30
Menu Items and Pricing	20
Financial Benefit or Burden to the City	20
List of Equipment	5
References	5
Total	100

VII.C 7.3. Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Contractor declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Contractor agrees that if awarded the contract to perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of contractor proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the bid. However, proposals which contain such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Contractor's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

VII.D 7.4. Coversheet and Management Summary

Provide a cover letter, signed by an authorized officer of the company, indicating the underlying philosophy of the company providing the services stated herein. Include the name(s), telephone number(s), and email(s) of the authorized contact person(s) concerning the proposal. Submission of a signed Proposal is the Contractor's certification that the Contractor shall accept any awards made to him as a result of said submission of the terms contained therein.

VII.E 7.5. Business Plan

Provide a separate written narrative describing the methods and/or manner in which the Contractor proposes to satisfy the requirements of the Scope of Work, including but not limited to:

- A clear statement of vision for Concession Services. How services will appeal to the public including any proposed programs, services or improvements to the area.
- Proposed team organizational structure, interrelationships, and interactions including management policies describing customer service.
- Proposed operating hours including availability to expand hours.
- Management policies describing controls over money, staffing and accounting.
- Provide a marking plan indicating target market, budget, advertising campaigns, promotions, etc.
- Include a statement that of your company's acknowledgment, understanding, willingness to adhere to the City of New Smyrna Beach, Code of Ordinances, Chapter 38 (Environment), Article IV Single-Use Plastics, Sec. 38-112. - Prohibition:

As a reminder: The use of polystyrene or polypropylene food service articles and plastic straws by city contractors and polystyrene or polypropylene food service articles or plastic straws in city facilities or on city property, including but not limited to special events on city property or in a city facility is prohibited.(2)The provisions of this section shall be incorporated into all contracts, leases, or concession agreements for city contractors and temporary contractors entered into after the effective date of this article.(3)A violation of this section shall be deemed a material default under the terms of this contract, lease or concession agreement or temporary authorization from the city, and is grounds for termination or revocation of a special event permit, contract, lease, concession agreement or temporary authorization from the City.

VII.F 7.6. Experience and Qualifications

State the size of the company, years of experience, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff available for this contract.

Identify the individuals who will provide the services, including resume and experience in similar work as well as the name of one individual who will act as the coordinator or primary contact for the Contractor to resolve any and all issues that may arise during the term of the contract.

Additionally, please provide a current listing of municipalities for which the firm is providing or has provided these services, the scope of such service, and the time periods of such service. Please provide a contact person, address and phone number, as the Evaluation Committee may contact any or all of them for references.

Provide information on prior failure (if any) to perform awarded contract.

Provide current copies of occupational Florida State and Volusia County business licenses, health department permits, and food Contractor license and food safety license.

VII.G 7.7. Menu Items and Pricing

Include a list of the anticipated food items, non-alcoholic beverages, and any novelty items to be sold. Prices and portion sizes must be noted.

The City of New Smyrna Beach promotes healthy lifestyles and strongly desires health/lite menu selections. Please note any menu items that are vegetarian, low sugar or other.

VII.H 7.8. Financial Benefit or Burden to the City

Submittals shall include a proposed flat rate of compensation to be paid to the City for the privilege of using the premises, including the methodology for determining such rate.

Contractor shall pay the agreed upon flat rate to the City, per month, on or before the 10th day of each month for the preceding month, subject to applicable taxes, without demand, deduction, setoff or abatement. All payments shall be made timely or may be subject to a late penalty in the amount of 1% of the fee due for each day the payment is late. If payments and applicable penalties are not received within fifteen (15) days of the payment due date, then City may cancel the agreement and begin procedures to collect fees. The late fee is applicable for every payment that is past due.

The City shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal and mutually agreed upon in advance in writing. The City reserves the right to accept any part or all of the Contractor's fee schedule.

VII.I 7.9. List of Equipment

Provide a description, quantities and photos of proposed furniture fixtures & equipment to be used, including a description and plans of any changes or alterations to the buildings that will be necessary to meet the services being proposed.

VII.J 7.10. References

Provide a list of a minimum of three (3) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, within the past five (5) years. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities. This list must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract. Please use the reference form provided in the Attachment Section of this document.

The City of New Smyrna Beach shall not be listed as a reference. Information must be current, and the city must be able to contact references for verification as part of the evaluation process).

VII.K 7.11. Reference Questionnaire

In addition to the completed Reference Form, Proposer's shall provide each reference a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Monday, October 20, 2025.

VII.L 7.12. Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or and other requirements listed in the RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents shall be considered after the award, or, if applicable, during negotiations.

Incorporation in a proposal of exceptions to any portion(s) of the RFP specifications may invalidate the proposal. Exceptions to the specifications and conditions shall be clearly and specifically noted in the Contractor's RFP on a separate sheet marked "EXCEPTIONS TO THE SPECIFICATIONS" and this sheet shall be attached to the proposal. The use of Contractor's standard forms or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the RFP documents.

Agency's Terms and Conditions

Agencies must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the City. Any additional terms and conditions, which may be the subject of negotiation, shall be discussed only between the City and the selected Agency and shall not be deemed an opportunity to amend the proposal. Agencies may attach other materials that they feel may improve the quality of their responses. However, these materials should be identified as a supplement to their submittal.

Identification of Anticipated Potential Problems

The proposal should identify and describe any anticipated potential problems, the firm's approach to resolving these problems, and any special assistance that shall be requested from the City of New Smyrna Beach.

VII.M 7.13. Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the submitted proposal in the following order:

- Cover page
- Business Plan
- Experience and Qualifications
- Menu Items and Pricing
- Financial Benefit or Burden to the City

- List of Equipment
- References
- City required forms

Proposal must be in a professional format and signed by an authorized officer of your organization.

VIII. 8. Insurance Requirements

VIII.A 8.1. Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability

VIII.B 8.2. Acknowledgment of Insurance Requirements

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII.C 8.3. Certificate Holder

The City of New Smyrna Beach shall be listed as the Certificate Holder on the Certificate of Insurance with the following address:

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

IX. 9. Required Responses

IX.A 1. Public Records*

Applicant must respond confirming they have received a copy of the Public Records Act, located in the attachment section.

☐ Please confirm
*Response required

IX.B 2. Company/Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

IX.C 3. Name and Title of Prime Proposer*

Provide the name and title of the prime proposer for the company/business.

*Response required

IX.D 4. Employer Identification Number**

Provide the Employer Identification Number.

*Response required

IX.E 5. Proposer's Certification*

I have carefully examined this solicitation in its entirety, including but not limited to the qualifications, scope of services, and all other documents accompanying or made a part of this document.

I hereby propose to furnish the services specified herein at the prices, rates or discounts quoted in my proposal.

I agree that my proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the City of New Smyrna Beach Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the consultant as its act and deed and that the consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of New Smyrna Beach or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm
*Response required

IX.F 6. Professional Services Agreement*

Proposer acknowledges, that the selected vendor/company shall be required to sign a standard City contract within fourteen (14) days of notice of selection for award.

☐ Please confirm
*Response required

IX.G 7. Potential Conflict of Interest*

- Upload any documentation/information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.
- Or, on company letterhead, upload a statement that no potential conflicts exist.

*Response required

IX.H 8. Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

The proposer shall be required to submit their Certificate(s) of Insurance to the City of New Smyrna Beach no later than 24 hours following the selection of the recommended consultant(s). Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

IX.I 9. Conflict of Interest Disclosure*

PROJECT NUMBER: 26-25-LS - Concessionaire Services, Rebid

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the City the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the City. The City must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

IX.J 10. Cover Sheet and Management Summary*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Cover Sheet and Management Summary.

*Response required

IX.K 11. Business Plan*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Business Plan

*Response required

IX.L 12. Experience and Qualifications*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Experience and Qualifications.

*Response required

IX.M 13. Menu items and Pricing*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Menu items and Pricing.

*Response required

IX.N 14. Financial Benefit or Burden to the City*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Benefit or Burden to the City.

*Response required

IX.O 15. List of Equipment*

Upload as one (1) PDF document documents pertaining to the submittal requirements: List of Equipment.

*Response required

IX.P 16. References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References

*Response required

IX.Q 17. Acceptance of Conditions

Upload one (1) PDF file, any exceptions to the general terms and conditions of this solicitation, insurance requirements or and other requirements listed herein.

If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents shall be considered after the award, or, if applicable, during negotiations.

IX.R 18. Financial Stability *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

IX.S 19. City Required Forms: Notarized, non-notarized, and addendums*

Upload as one (1) PDF document the COMPLETED required forms packet provided in the Attachment Section of this solicitation.

*Response required

IX.T 20. Complete Copy of Submittal*

Please upload as one (1) PDF document a complete copy of the proposal, including cover page, evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

*Response required

PUBLIC RECORDS

All material submitted regarding this solicitation becomes the property of the City. Solicitation documents may be reviewed by any person ten (10) days after the public opening. The Respondent should take special note of this as it relates to any proprietary information that might be included in its offer. Any resulting contract may be reviewed by any person after the contract has been executed by the City.

The City has the right to use any or all information/material submitted in response to this solicitation and/or any resulting contract from same. Disqualification of a Professional Consultant does not eliminate this right. This section is further subject to F.S. 119.01 et. seq.

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 CITY'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, AT 386/410-2630, CLERK@CITYOFNSB.COM, CITY OF NEW SMYRNA BEACH, 210 SAMS AVENUE, NEW SMYRNA BEACH, FL 32168.

The contractor is required to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. 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 public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Company name
Concessionaire Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between _____, duly authorized to conduct business in the State of Florida and whose address is _____, FL _____, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFP 26-25-LS, Concessionaire Services, FOR THE CITY OF NEW SMYRNA BEACH** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, and upon consent of both parties, this agreement may be renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled RFP 26-25-LS, Concessionaire Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

DRAFT

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid with addendums
B. Award Bid Proposal w Fee Proposal
C. Presentation of Services

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Sharon Taylor-Harding, Interim City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2631

For Consultant:

Name, Title: _____
Company Name:_____
Address: _____
Address: _____
Phone: _____

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

DRAFT

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

SECTION 13: HUMAN TRAFFICKING. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST	INSERT CONSULTANT INFORMATION
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Sharon Taylor-Harding, Interim City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____ _____

Carrie Avallone City Attorney Date

DRAFT

City of New Smyrna Beach

Proposal Response

Title of Soliciation: **Concessionaire Services**

Project ID: **RFP 20-25-LS**

Company Name: _____

Print Authorized Officer Name & Title: _____

Signature Authorized Officer: _____

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
City of NSB Form: Authorized Signature/Negotiators	
City of NSB Form: Vendor Information Form	
City of NSB Form: Vendor Summary Form	
City of NSB Form: Completed W9	
City of NSB Form: Statement of Insurance	
City of NSB Form: Public Entity Crime Information Statement	
City of NSB Form: Disputes Disclosure	
City of NSB Form: Drug Free Workplace Certification	
City of NSB Form: Sworn Statement	
City of NSB Form: Non-Collusion Affidavit	
City of NSB Form: E-Verify	
City of NSB Form: Human Trafficking Affidavit	
City of NSB Form: Conflict of Interest	
City of NSB Form: Organizational Information	
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	
City of NSB Form: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	

City of New Smyrna Beach

RFP 20-25-LS, Concessionaire Services

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #

_____
Print Name

_____
Signature/Title)

_____
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

_____ Sole Proprietorship _____ Partnership

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is: _____

VENDOR INFORMATION

Project ID:	RFP 20-25-LS
Project Title:	Concessionaire Services

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____

Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR:_____

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

_____

PROPOSER/BIDDER

_____

AUTHORIZED SIGNATURE

_____

OFFICER TITLE

_____

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: _____

_____
Authorized Signature and Title

_____
Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # _____ described as:

_____.

_____ _____

Firm Date

_____ _____

Authorized Signature and Title Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: _____

Authorized Signature

_____

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by _____
(Print Individual's Name and Title)
for _____
(Print Name of Entity Submitting Sworn Statement)
whose business is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Sworn and subscribed before me this_____day of_____,_____.

Personally known_____ _____
(Notary)

OR produced identification_____ Notary Public State of_____

_____ My commission expires:_____
(Type of Identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of_____

County of_____

_____, being first duly sworn, deposes and says that:

He/she is _____of_____, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signed

_____
Title

Subscribed and sworn to before me this _____day of_____, 20___.

_____

_____
Title

My Commission Expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: _____

Consultant E-Verify Registration Number: _____

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: _____

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

_____Day of_____, 20___. She/He is personally known to me or has produced

_____As identification.

_____
Notary Public

My commission expires:_____

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of _____ ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: _____

Authorized Signature: _____ Date: _____

Printed Name:_____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

_____
Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of _____

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the _____of _____ with a local office in

   _____and principal office in _____.
   (City & State) (City & State)

2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFP 20-25-LS, Concessionaire Services.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2025.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☐ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☐ Other (Please specify)
State of Incorporation		
Principal Place of Business (Enter Address)		
Federal I.D. Number		

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

_____ _____ _____

Authorized Signature Printed Name FEIN

_____ _____

Title Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: _____

FEIN: _____

Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Certified By: _____,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 26-25-LS: CONCESSIONAIRE SERVICES, REBID

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate how successful the vendor was in fulfilling the needs of your organization.	
2	Rate the level of professionalism displayed by the vendor.	
3	Rate the vendor's timeliness and ability to facilitate concession operations during the hours needed.	
4	Rate the vendor's compliance maintaining cleanliness of facilities.	
5	Rate your level of overall satisfaction with the vendor.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

Please email this completed survey to: purchasing@cityofnsb.com by 5:00 PM on October, 20, 2025.

From: Burgoon, David
To: Salazar, Robert
Subject: FW: FW: Agenda Item 7013 has received a comment
Date: Monday, December 1, 2025 12:07:04 PM
Attachments: image001.png
image002.png

See below

David Burgoon, CYSA
Athletics Manager
Leisure Services Dept./Sports Complex
City of New Smyrna Beach
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168
P: (386) 410-2883
http://www.cityofnsb.com

From: Isaac Denigan <idenigan@kona-ice.com>
Sent: Monday, December 1, 2025 12:01 PM
To: Burgoon, David <DBurgoon@cityofnsb.com>
Subject: Re: FW: Agenda Item 7013 has received a comment

CAUTION: EXTERNAL EMAIL

Yes, we are aware that the City is not providing any equipment. Thanks.

On Mon, Dec 1, 2025 at 11:53 AM Burgoon, David <DBurgoon@cityofnsb.com> wrote:

> Please see below. Please provide an answer.
>
> Thanks
>
> **David Burgoon, CYSA**
> Athletics Manager
> Leisure Services Dept./Sports Complex
> City of New Smyrna Beach
> 1800 Turnbull Bay Road
> New Smyrna Beach, FL 32168
> P: (386) 410-2883
> http://www.cityofnsb.com
>
> **From:** Salazar, Robert <RSalazar@cityofnsb.com>
> **Sent:** Monday, December 1, 2025 10:59 AM
> **To:** Burgoon, David <DBurgoon@cityofnsb.com>
> **Cc:** Day, Grant <gday@cityofnsb.com>

Subject: FW: Agenda Item 7013 has received a comment
Importance: High

Dave,

Please confirm with Kona this is the plan. The equipment list in the proposal city city/Kona for these items. However, we need to clarify and eliminate any ambiguity to finalize the item for the commission meeting on 12/9.

The city will not provide any of the following equipment…

- Popcorn machine
- Beverage coolers/merchandisers
- Small refrigerator
- Any additional lighting fixtures not currently fixed to the building/existing light poles
- Any additional storage space

Please get an answer from them in writing today.

Thank you!

Robert Salazar, CPRE, MPA
Leisure Services Director
City of New Smyrna Beach
201 N. Myrtle Avenue
New Smyrna Beach, FL 32168
Office (386) 410-2890
rsalazar@cityofnsb.com
www.cityofnsb.com

From: Day, Grant <gday@cityofnsb.com>
Sent: Monday, December 1, 2025 10:20 AM
To: Salazar, Robert <RSalazar@cityofnsb.com>
Subject: FW: Agenda Item 7013 has received a comment

I will take a look at Carrie's question today. Just wanted to flag for you, in case you have an

answer handy.

From: noreply@peakagenda.com <noreply@peakagenda.com>
Sent: Monday, December 1, 2025 10:18 AM
To: Day, Grant <gday@cityofnsb.com>
Subject: Agenda Item 7013 has received a comment

CAUTION: EXTERNAL EMAIL

Hello Grant,
Carrie Avallone has made the following comment on agenda item 7013
Consider the approval to award a contract for RFP 26-25-LS to Kona Ice Daytona Beach LLC for Concessionaire Services at the Sports Complex.

on the equipment list, there are multiple items that say City/Kona as to who is providing the equipment. I would anticipate disputes over whose responsibility it is to provide the equipment based on what I saw. Is there some other documentation i am overlooking?

This email is an automatic email notice from your Peak Agenda Workflow System. Please do not Reply to this email. Thank you.

PLEASE NOTE: Florida has a very broad public records law. E-mail communications to or from City of New Smyrna Beach officials and employees are public records and are available upon request. If you have received this message in error, please notify us immediately by replying to this message and delete it from your computer. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information (outlined in the FBI_CJIS_Policy) via email is prohibited.

** Please consider the negative environmental impacts associated with printing email **

VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE CITY OF NEW SMYRNA BEACH FLORIDA
www.cityofnsb.com

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Kona Ice Volusia County | kona-ice.com
idenigan@kona-ice.com
Isaac Denigan
(386)320-6277
Become a fan on Facebook or follow us on Twitter

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2025

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

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

PRODUCER	CONTACT NAME: Amie Turner	
Northern Kentucky Insurance 5915 Centennial Circle Florence KY 41042	PHONE (A/C, No, Ext): (859) 586-8580	FAX (A/C, No): (859) 586-8616
	E-MAIL ADDRESS: amie@cornerstoneinsllc.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kona Ice Daytona Beach LLC 1695 Greens Dairy Rd Deland FL 32720	INSURER A : Great American Spirit Insurance Company	33723
	INSURER B : Great American Alliance Company	26832
	INSURER C : Great American Insurance Company	16691
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BOP2550677	12/28/2024	12/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CAP2550678	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UMB4903415	02/28/2025	02/28/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC2550679	12/28/2024	12/28/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Certificate holder is listed as an additional insured with regards to the operations of the named insured.

Location:
Sports Complex
City of New Smyrna Beach
1800 Turnbull Bay Road
New Smyrna Beach, FL 32168

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AN AWARD OF BID TO P.A.V.C.O. CONTRACTING GROUP, LLC FOR THE CONSTRUCTION OF THE AIRPORT ADMINISTRATION BUILDING.

December 9, 2025

Background:

On September 22, 2025, staff advertised ITB 17-25-AIR for qualified contractors to provide proposals for the construction of a new airport administration building. With a budget of $2.5 million dollars, the Florida Department of Transportation has previously offered, and the city has accepted, grant funding of 80% or $2 million dollars towards the cost for construction. The remaining $500,000 will be paid by airport funds.

On November 5th, 2025, in response to the advertisement, 12 bids were received. Based on a review of the bids and project experience, the Airport's consultant Avcon, Inc and airport staff are recommending Award of the Contract to P.A.V.C.O. Contracting Group, LLC for the total amount of $2,308,966.32. The full ITB document can be viewed here ITB 17-25-AIR Airport Administration Building (Note that bidder entered a typo in OpenGov, some documents show a bid of $2,309,966.32. The bidder confirmed this was an error and that their actual bid was $2,308,966.32, supporting documentation attached).

The reason that the lowest bidder is not recommended is that the project experience submitted does not meet the requirement of demonstrating similar scope and complexity of work performed in the last 5 years, relevant project experience does not include any new construction and did not include any work on airports or in an airport environment. Therefore, the FSV bid is “non-responsive” and should not be considered for award of this project.

At approximately 5,000 square feet, the new facility replaces the existing administration facility which measures 1,000 square feet. The increased size will be a more inviting space for visitors as they enter or depart New Smyrna Beach with a lobby and waiting area. Visitors will experience an informal museum display area as they enter from the parking lot. Exhibits will highlight the history of the airport and its importance to aviation and the local community. Along with adequate office space for airport staff, the building will include some office and conference/training space that allows for future growth and that could be rented out for additional revenue in the short term. During construction, staff will be housed in a temporary trailer on-site which is included in the total cost of construction.

Findings:

Staff recommend approval of the Award of Bid to P.A.V.C.O. Contracting Group, LLC for the construction of the Airport Administration Building.

Fiscal Analysis:
Budgeted to 30430000.334407.26AAD
Total Cost - $2,308,966.32
80% - $1,847,173.06 reimbursable from FDOT
20% - $461,793.26 local share

Strategic Plan Item:
No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

Executed Grant Amendment #1 PTGA FM 451291-1 Construct Admin Building.pdf
Evaluation Tabulation.pdf
Recommendation of Award Letter
PAVCO CONTRACTING BID.pdf
CONTRACT_ITB_17-25-AIR_Airport_Admin_Bldg - signed.pdf
Affidavit for Human Trafficking - signed.pdf

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:	G2Y58	Federal Award Date:		Amendment No.:	~~2~~ 1
CFDA Number:	N/A	SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 05/24/2025 | 9:32 AM EDT, by and between the State of Florida, Department of Transportation ("Department"), and City of New Smyrna Beach, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/21/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds for construction of the Admin Building at New Smyrna Municipal Airport.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $1,250,000 bringing the revised total cost of the project to $2,500,000.

The Department's participation is X increased/ __ decreased by $1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____
Name: FRED CLEVELAND
Title: MAYOR

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: _____
292113AFD861407...
Name: ~~C. Jack Adkins~~ James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: ~~Daniel L. McDermott~~

DocuSigned by:
_____
Chris Indelicato
4EF2CB4593A64A7...

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to

consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

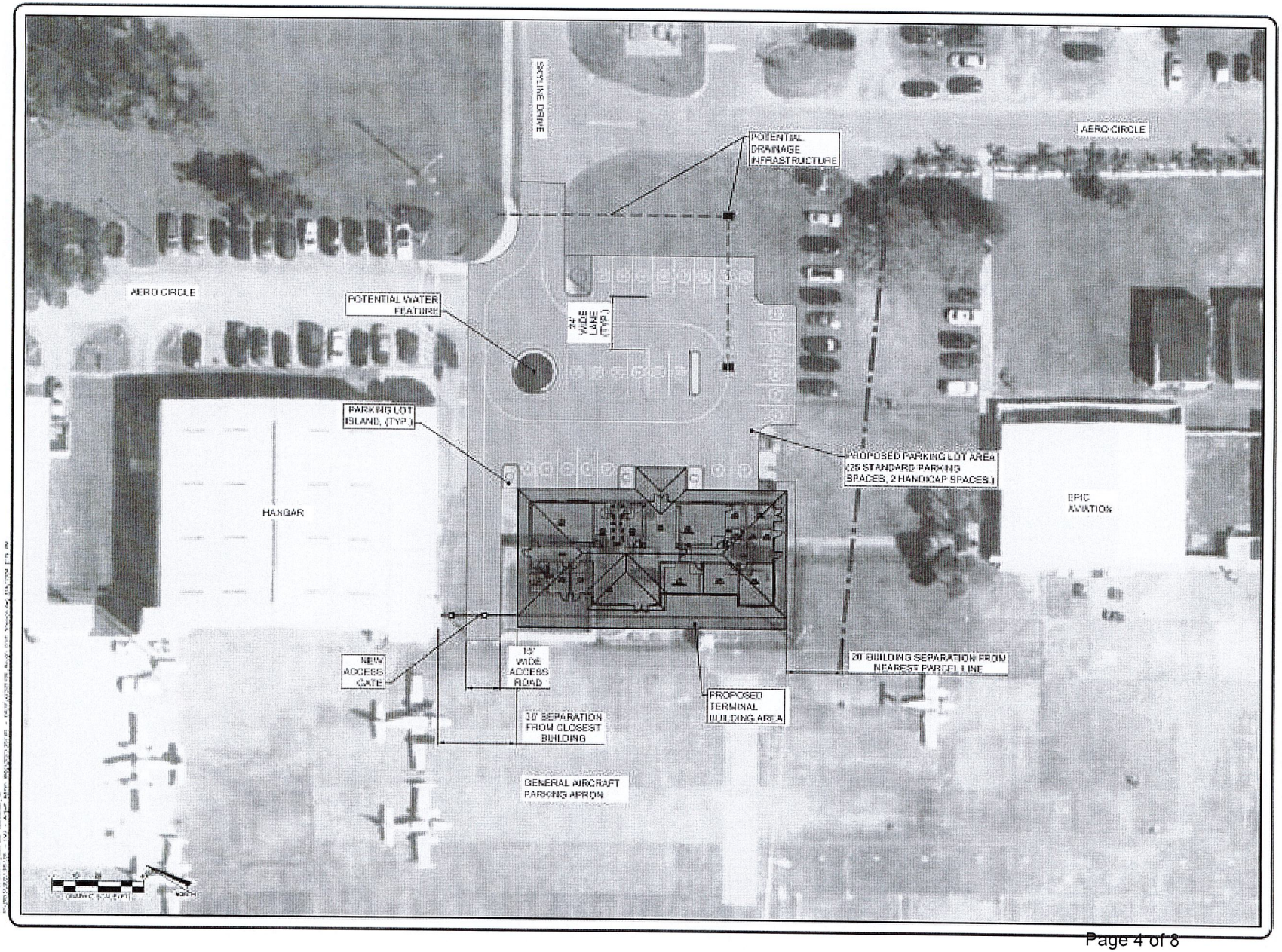
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39



NEW SMYRNA BEACH

AVCON

AVCON, INC.

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FL

AIRPORT TERMINAL BUILDING SKETCH

SCALE (US SVY FT): GRAPHIC

REVISIONS			
NO	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

EXH-1

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$166,109.00
451291-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$833,891.00
451291-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$2,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

DocuSigned by:

05/20/2025 | 1:56 PM EDT

Signature 5245E1375362400... Date

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39
DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

RESOLUTION NO. 30-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #451291-1-94-01 FOR THE CONSTRUCTION OF THE ADMINISTRATION BUILDING AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the design of construction of the Administration Building at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #451291-1-94-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #451291-1-94-01, which agreement is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2024

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39
DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

CERTIFICATION

STATE OF FLORIDA:
COUNTY OF VOLUSIA:
CITY OF NEW SMYRNA BEACH:

I DO HEREBY CERTIFY that the attached copy of Resolution No. 30-24 is a true and accurate copy of the original documents on file at the City of New Smyrna Beach.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach, Florida, to be affixed this 17th day of May 2024.

Kelly McQuillen
City Clerk

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39
DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

The Within and Foregoing Resolution No. 30-24 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on May 14, 2024. Motion was made by Vice Mayor Perrine, and Seconded by Commissioner Hartman, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER LISA MARTIN	Yes
COMMISSIONER JASON MCGUIRK	Yes
VICE MAYOR VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

To: Luciana.Taylor@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y58

4/30/2025

CONTRACT INFORMATION

Contract:	G2Y58
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NEW SMYRNA BEACH
Vendor ID:	F596000387001
Beginning Date of This Agreement:	05/21/2024
Ending Date of This Agreement:	06/01/2027
Contract Total/Budgetary Ceiling:	ct = $2,000,000.00
Description:	This project includes the construction of a new admin building on the site of the existing facility. The new facility wi

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/30/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	45129119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0002/04

Total Amount: $1,000,000.00

City of New Smyrna Beach
Airport Department
Arvin Weese, Manager
210 Sams Avenue, New Smyrna Beach, FL 32168

EVALUATION TABULATION

ITB No. 17-25-AIR

Airport Administration Building

RESPONSE DEADLINE: November 5, 2025 at 5:00 pm
Report Generated: Monday, November 24, 2025

SELECTED VENDOR TOTALS

Vendor	Total
FSV Construction Company	$2,178,130.00
P.A.V.C.O. Contracting Group, LLC	$2,309,966.32
A.G. Pifer Construction Co. Inc.	$2,494,348.00
MH Williams Construction Group, Inc.	$2,514,860.0005
MGN Contracting	$2,534,217.50
Saboungi Construction, Inc.	$2,611,086.50
Sauer Construction	$2,624,786.00
Paul Culver Construction, Inc.	$2,720,000.00
Quest Contracting	$2,860,037.90

Vendor	Total
Modev Group, LLC	$2,864,521.57
Kingdom Construction Services, Inc.	$3,226,919.00
Imperial Construction & Electric	$3,279,000.00

AIRPORT ADMINISTRATION BUILDING - BASE BID (Table 1 of 3)

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$1,732,921.00	$1,732,921.00	--	$707,253.00	$707,253.00	--	$2,465,527.00	$2,465,527.00	--	$2,598,989.00	$2,598,989.00	--
X	2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$25,100.00	$25,100.00	--	$155,851.00	$155,851.00	--	$18,242.00	$18,242.00	--	$20,000.00	$20,000.00	--
X	3	REMOVAL OF EXISTING SITE LIGHTING POLES	5	EA	$750.00	$3,750.00	--	$255.00	$1,275.00	--	$200.00	$1,000.00	--	$250.00	$1,250.00	--
X	4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	1	LS	$58,951.00	$58,951.00	--	$150,000.00	$150,000.00	--	$23,943.00	$23,943.00	--	$41,500.00	$41,500.00	--

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	1	LS	$10,960.00	$10,960.00	P-101	$12,206.00	$12,206.00	P-101	$36,941.00	$36,941.00	P-101	$54,000.00	$54,000.00	P-101
X	6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	2100	SY	$5.80	$12,180.00	P-101	$32.25	$67,725.00	P-101	$8.00	$16,800.00	P-101	$16.00	$33,600.00	P-101
X	7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	475	SY	$18.00	$8,550.00	P-101	$28.20	$13,395.00	P-101	$51.00	$24,225.00	P-101	$12.00	$5,700.00	P-101
X	8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	75	SY	$23.00	$1,725.00	P-101	$236.00	$17,700.00	P-101	$51.00	$3,825.00	P-101	$22.00	$1,650.00	P-101
X	9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	1	EA	$950.00	$950.00	P-101	$8,523.00	$8,523.00	P-101	$1,482.00	$1,482.00	P-101	$700.00	$700.00	P-101
X	10	REMOVAL OF EXISTING SIGNAGE	14	EA	$180.00	$2,520.00	P-101	$677.00	$9,478.00	P-101	$57.00	$798.00	P-101	$150.00	$2,100.00	P-101

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	11	REMOVAL OF EXISTING TREE	3	EA	$850.00	$2,550.00	P-151	$5,325.00	$15,975.00	P-151	$570.00	$1,710.00	P-151	$750.00	$2,250.00	P-151
X	12	UNCLASSIFIED EXCAVATION	1100	CY	$14.00	$15,400.00	P-152	$26.43	$29,073.00	P-152	$23.00	$25,300.00	P-152	$5.00	$5,500.00	P-152
X	13	SUBGRADE STABILIZATION	2360	SY	$7.00	$16,520.00	P-152	$41.70	$98,412.00	P-152	$17.00	$40,120.00	P-152	$8.00	$18,880.00	P-152
X	14	LIME ROCK BASE COURSE (6" THICKNESS)	470	CY	$85.00	$39,950.00	P-211	$63.80	$29,986.00	P-211	$103.00	$48,410.00	P-211	$24.00	$11,280.00	P-211
X	15	ASPHALT SURFACE COURSE (2" THICKNESS)	265	TON	$190.00	$50,350.00	P-403	$322.80	$85,542.00	P-403	$228.00	$60,420.00	P-403	$275.00	$72,875.00	P-403
X	16	EMULSIFIED ASPHALT PRIME COAT	500	GAL	$3.00	$1,500.00	P-602	$85.00	$42,500.00	P-602	$4.00	$2,000.00	P-602	$1.00	$500.00	P-602
X	17	REINFORCED CEMENT CONCRETE PAVEMENT	320	SY	$79.00	$25,280.00	P-610	$49.30	$15,776.00	P-610	$201.00	$64,320.00	P-610	$107.00	$34,240.00	P-610
X	18	CONCRETE SIDEWALK, 4" THICKNESS	160	SY	$68.50	$10,960.00	P-610	$62.15	$9,944.00	P-610	$185.00	$29,600.00	P-610	$77.00	$12,320.00	P-610
X	19	CONCRETE PARKING BUMPER GUARD	7	EA	$108.00	$756.00	P-610	$872.00	$6,104.00	P-610	$148.00	$1,036.00	P-610	$225.00	$1,575.00	P-610

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	20	FDOT TYPE D CURB	460	LF	$21.00	$9,660.00	P-610	$25.55	$11,753.00	P-610	$25.00	$11,500.00	P-610	$38.00	$17,480.00	P-610
X	21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	25	SF	$28.00	$700.00	P-620	$18.60	$465.00	P-620	$8.00	$200.00	P-620	$22.00	$550.00	P-620
X	22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	275	SF	$28.00	$7,700.00	P-620	$18.60	$5,115.00	P-620	$8.00	$2,200.00	P-620	$22.00	$6,050.00	P-620
X	23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	55	SF	$28.00	$1,540.00	P-620	$18.60	$1,023.00	P-620	$8.00	$440.00	P-620	$22.00	$1,210.00	P-620
X	24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	3	EA	$480.00	$1,440.00	700-1-11	$6,588.00	$19,764.00	700-1-11	$456.00	$1,368.00	700-1-11	$585.00	$1,755.00	700-1-11
X	25	REMOVE EXISTING FENCE LINE	225	LF	$12.00	$2,700.00	--	$28.28	$6,363.00	--	$17.00	$3,825.00	--	$15.00	$3,375.00	--
X	26	NEW, 6' WROUGHT IRON SECURITY FENCE	90	LF	$100.00	$9,000.00	--	$56.50	$5,085.00	--	$399.00	$35,910.00	--	$95.00	$8,550.00	--

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	2	EACH	$975.00	$1,950.00	--	$9,895.00	$19,790.00	--	$2,280.00	$4,560.00	--	$1,000.00	$2,000.00	--
X	28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	110	LF	$128.00	$14,080.00	D-701	$82.00	$9,020.00	D-701	$296.00	$32,560.00	D-701	$110.00	$12,100.00	D-701
X	29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	2	EA	$2,600.00	$5,200.00	D-701	$6,500.00	$13,000.00	D-701	$3,420.00	$6,840.00	D-701	$2,800.00	$5,600.00	D-701
X	30	FDOT TYPE II CLOSED FLUME INLET	1	EA	$8,450.00	$8,450.00	D-754	$21,145.00	$21,145.00	D-754	$6,271.00	$6,271.00	D-754	$7,500.00	$7,500.00	D-754
X	31	SODDING	1400	SY	$5.00	$7,000.00	T-904	$69.78	$97,692.00	T-904	$3.00	$4,200.00	T-904	$5.75	$8,050.00	T-904
X	32	REMOVAL OF EXISTING WATER LINE	280	LF	$8.00	$2,240.00	SP-01	$15.70	$4,396.00	SP-01	$14.00	$3,920.00	SP-01	$10.00	$2,800.00	SP-01

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	105	LF	$35.00	$3,675.00	SP-01	$25.00	$2,625.00	SP-01	$114.00	$11,970.00	SP-01	$38.00	$3,990.00	SP-01
X	34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	100	LF	$29.00	$2,900.00	SP-01	$21.87	$2,187.00	SP-01	$137.00	$13,700.00	SP-01	$48.00	$4,800.00	SP-01
X	35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	170	LF	$28.00	$4,760.00	SP-01	$33.80	$5,746.00	SP-01	$80.00	$13,600.00	SP-01	$38.00	$6,460.00	SP-01
X	36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	2	EA	$2,100.00	$4,200.00	SP-01	$1,750.00	$3,500.00	SP-01	$684.00	$1,368.00	SP-01	$1,800.00	$3,600.00	SP-01
X	37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	115	LF	$8.00	$920.00	SP-02	$15.00	$1,725.00	SP-02	$14.00	$1,610.00	SP-02	$10.00	$1,150.00	SP-02

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	165	LF	$35.00	$5,775.00	SP-02	$32.00	$5,280.00	SP-02	$114.00	$18,810.00	SP-02	$25.00	$4,125.00	SP-02
X	39	REMOVAL OF EXISTING SANITARY LINE	220	LF	$14.00	$3,080.00	SP-03	$23.65	$5,203.00	SP-03	$29.00	$6,380.00	SP-03	$18.00	$3,960.00	SP-03
X	40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	245	LF	$44.00	$10,780.00	SP-03	$24.00	$5,880.00	SP-03	$137.00	$33,565.00	SP-03	$38.00	$9,310.00	SP-03
X	41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	3	EA	$975.00	$2,925.00	SP-03	$689.00	$2,067.00	SP-03	$912.00	$2,736.00	SP-03	$1,100.00	$3,300.00	SP-03
X	42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	435	LF	$8.00	$3,480.00	SP-05	$15.00	$6,525.00	SP-05	$14.00	$6,090.00	SP-05	$9.00	$3,915.00	SP-05

Airport Administration Building - Base Bid					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$30,100.00	$30,100.00	GP-80	$16,163.00	$16,163.00	GP-80	$6,841.00	$6,841.00	GP-80	$2,000.00	$2,000.00	GP-80
X	44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$2,500.00	$2,500.00	C-102	$25,000.00	$25,000.00	C-102	$3,991.00	$3,991.00	C-102	$5,900.00	$5,900.00	C-102
X	45	RIPRAP (RUBBLE DITCH LINING)	1	LS	$1,600.00	$1,600.00	C-102	$38,520.00	$38,520.00	C-102	$3,420.00	$3,420.00	C-102	$3,800.00	$3,800.00	C-102
X	46	INSTALLATION AND REMOVAL OF SILT FENCE	780	LF	$4.00	$3,120.00	C-102	$21.00	$16,380.00	C-102	$3.00	$2,340.00	C-102	$6.00	$4,680.00	C-102
X	47	MOBILIZATION (10% MAXIMUM)	1	LS	$172,000.00	$172,000.00	C-105	$200,000.00	$200,000.00	C-105	$23,086.00	$23,086.00	C-105	$20,000.00	$20,000.00	C-105
Total						$2,344,348.00			$2,028,130.00			$3,129,000.00			$3,076,919.00	

AIRPORT ADMINISTRATION BUILDING - BASE BID (Table 2 of 3)

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$1,934,081.00	$1,934,081.00	--	$1,734,522.00	$1,734,522.00	--	$2,121,226.58	$2,121,226.58	--	$1,956,000.00	$1,956,000.00	--
X	2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$36,000.00	$36,000.00	--	$35,833.38	$35,833.38	--	$27,600.00	$27,600.00	--	$20,648.00	$20,648.00	--
X	3	REMOVAL OF EXISTING SITE LIGHTING POLES	5	EA	$750.00	$3,750.00	--	$716.67	$3,583.35	--	$325.61	$1,628.05	--	$870.00	$4,350.00	--
X	4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	1	LS	$32,728.00	$32,728.00	--	$26,996.87	$26,996.87	--	$51,250.90	$51,250.90	--	$24,360.00	$24,360.00	--
X	5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	1	LS	$10,960.00	$10,960.00	P-101	$22,441.25	$22,441.25	P-101	$19,390.17	$19,390.17	P-101	$12,713.60	$12,713.60	P-101
X	6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	2100	SY	$5.80	$12,180.00	P-101	$9.6295	$20,221.95	P-101	$4.09	$8,589.00	P-101	$6.728	$14,128.80	P-101

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	475	SY	$18.00	$8,550.00	P-101	$25.1387	$11,940.8825	P-101	$11.02	$5,234.50	P-101	$20.88	$9,918.00	P-101
X	8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	75	SY	$22.50	$1,687.50	P-101	$32.2501	$2,418.7575	P-101	$61.34	$4,600.50	P-101	$26.10	$1,957.50	P-101
X	9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	1	EA	$950.00	$950.00	P-101	$836.11	$836.11	P-101	$1,725.00	$1,725.00	P-101	$1,102.00	$1,102.00	P-101
X	10	REMOVAL OF EXISTING SIGNAGE	14	EA	$180.00	$2,520.00	P-101	$89.5835	$1,254.169	P-101	$62.62	$876.68	P-101	$208.80	$2,923.20	P-101
X	11	REMOVAL OF EXISTING TREE	3	EA	$850.00	$2,550.00	P-151	$1,990.744	$5,972.232	P-151	$657.80	$1,973.40	P-151	$986.00	$2,958.00	P-151
X	12	UNCLASSIFIED EXCAVATION	1100	CY	$14.00	$15,400.00	P-152	$35.5869	$39,145.59	P-152	$7.06	$7,766.00	P-152	$16.24	$17,864.00	P-152
X	13	SUBGRADE STABILIZATION	2360	SY	$7.00	$16,520.00	P-152	$13.8829	$32,763.644	P-152	$13.86	$32,709.60	P-152	$8.12	$19,163.20	P-152
X	14	LIME ROCK BASE COURSE (6" THICKNESS)	470	CY	$85.00	$39,950.00	P-211	$92.7703	$43,602.041	P-211	$73.03	$34,324.10	P-211	$98.60	$46,342.00	P-211

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	15	ASPHALT SURFACE COURSE (2" THICKNESS)	265	TON	$190.00	$50,350.00	P-403	$210.94	$55,899.10	P-403	$249.63	$66,151.95	P-403	$220.40	$58,406.00	P-403
X	16	EMULSIFIED ASPHALT PRIME COAT	500	GAL	$3.00	$1,500.00	P-602	$14.3334	$7,166.70	P-602	$4.34	$2,170.00	P-602	$3.48	$1,740.00	P-602
X	17	REINFORCED CEMENT CONCRETE PAVEMENT	320	SY	$79.00	$25,280.00	P-610	$91.0019	$29,120.608	P-610	$115.00	$36,800.00	P-610	$91.64	$29,324.80	P-610
X	18	CONCRETE SIDEWALK, 4" THICKNESS	160	SY	$68.50	$10,960.00	P-610	$28.3681	$4,538.896	P-610	$129.61	$20,737.60	P-610	$79.46	$12,713.60	P-610
X	19	CONCRETE PARKING BUMPER GUARD	7	EA	$108.00	$756.00	P-610	$298.6115	$2,090.2805	P-610	$117.75	$824.25	P-610	$125.00	$875.00	P-610
X	20	FDOT TYPE D CURB	460	LF	$21.00	$9,660.00	P-610	$20.7989	$9,567.494	P-610	$23.46	$10,791.60	P-610	$24.36	$11,205.60	P-610
X	21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	25	SF	$28.00	$700.00	P-620	$9.1256	$228.14	P-620	$18.40	$460.00	P-620	$32.48	$812.00	P-620
X	22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	275	SF	$28.00	$7,700.00	P-620	$28.7014	$7,892.885	P-620	$11.66	$3,206.50	P-620	$32.48	$8,932.00	P-620

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	55	SF	$28.00	$1,540.00	P-620	$9.1429	$502.8595	P-620	$17.49	$961.95	P-620	$32.48	$1,786.40	P-620
X	24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	3	EA	$480.00	$1,440.00	700-1-11	$101.52	$304.56	700-1-11	$771.78	$2,315.34	700-1-11	$556.80	$1,670.40	700-1-11
X	25	REMOVE EXISTING FENCE LINE	225	LF	$12.00	$2,700.00	--	$7.6444	$1,719.99	--	$10.38	$2,335.50	--	$13.92	$3,132.00	--
X	26	NEW, 6' WROUGHT IRON SECURITY FENCE	90	LF	$128.00	$11,520.00	--	$95.0248	$8,552.232	--	$143.75	$12,937.50	--	$132.82	$11,953.80	--
X	27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	2	EACH	$2,000.00	$4,000.00	--	$895.83	$1,791.66	--	$1,437.50	$2,875.00	--	$1,044.00	$2,088.00	--
X	28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	110	LF	$128.00	$14,080.00	D-701	$45.606	$5,016.66	D-701	$280.30	$30,833.00	D-701	$148.48	$16,332.80	D-701

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	2	EA	$2,600.00	$5,200.00	D-701	$2,492.212	$4,984.424	D-701	$3,677.48	$7,354.96	D-701	$3,016.00	$6,032.00	D-701
X	30	FDOT TYPE II CLOSED FLUME INLET	1	EA	$8,450.00	$8,450.00	D-754	$22,566.67	$22,566.67	D-754	$7,032.89	$7,032.89	D-754	$9,802.00	$9,802.00	D-754
X	31	SODDING	1400	SY	$5.00	$7,000.00	T-904	$6.45	$9,030.00	T-904	$17.23	$24,122.00	T-904	$5.80	$8,120.00	T-904
X	32	REMOVAL OF EXISTING WATER LINE	280	LF	$8.00	$2,240.00	SP-01	$12.435	$3,481.80	SP-01	$16.23	$4,544.40	SP-01	$9.28	$2,598.40	SP-01
X	33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	105	LF	$35.00	$3,675.00	SP-01	$54.626	$5,735.73	SP-01	$114.67	$12,040.35	SP-01	$40.60	$4,263.00	SP-01
X	34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	100	LF	$29.00	$2,900.00	SP-01	$38.305	$3,830.50	SP-01	$30.82	$3,082.00	SP-01	$33.64	$3,364.00	SP-01
X	35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	170	LF	$28.00	$4,760.00	SP-01	$16.7152	$2,841.584	SP-01	$33.79	$5,744.30	SP-01	$32.48	$5,521.60	SP-01

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	2	EA	$2,100.00	$4,200.00	SP-01	$7,195.343	$14,390.686	SP-01	$2,501.25	$5,002.50	SP-01	$2,436.00	$4,872.00	SP-01
X	37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	115	LF	$8.00	$920.00	SP-02	$7.8937	$907.7755	SP-02	$26.85	$3,087.75	SP-02	$9.28	$1,067.20	SP-02
X	38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	165	LF	$35.00	$5,775.00	SP-02	$41.8056	$6,897.924	SP-02	$86.25	$14,231.25	SP-02	$40.60	$6,699.00	SP-02
X	39	REMOVAL OF EXISTING SANITARY LINE	220	LF	$14.00	$3,080.00	SP-03	$10.1528	$2,233.616	SP-03	$16.63	$3,658.60	SP-03	$16.24	$3,572.80	SP-03
X	40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	245	LF	$44.00	$10,780.00	SP-03	$55.1103	$13,502.0235	SP-03	$110.57	$27,089.65	SP-03	$51.04	$12,504.80	SP-03

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	3	EA	$975.00	$2,925.00	SP-03	$1,020.853	$3,062.559	SP-03	$998.89	$2,996.67	SP-03	$1,131.00	$3,393.00	SP-03
X	42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	435	LF	$8.00	$3,480.00	SP-05	$5.8981	$2,565.6735	SP-05	$3.65	$1,587.75	SP-05	$9.28	$4,036.80	SP-05
X	43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$30,100.00	$30,100.00	GP-80	$13,461.41	$13,461.41	GP-80	$3,507.50	$3,507.50	GP-80	$30,100.00	$30,100.00	GP-80
X	44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$1,000.00	$1,000.00	C-102	$24,486.15	$24,486.15	C-102	$15,332.73	$15,332.73	C-102	$9,280.00	$9,280.00	C-102
X	45	RIPRAP (RUBBLE DITCH LINING)	1	LS	$1,600.00	$1,600.00	C-102	$20,902.70	$20,902.70	C-102	$492.41	$492.41	C-102	$1,856.00	$1,856.00	C-102
X	46	INSTALLATION AND REMOVAL OF SILT FENCE	780	LF	$4.00	$3,120.00	C-102	$4.2878	$3,344.484	C-102	$14.38	$11,216.40	C-102	$4.64	$3,619.20	C-102

Airport Administration Building - Base Bid					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	47	MOBILIZATION (10% MAXIMUM)	1	LS	$23,000.00	$23,000.00	C-105	$90,710.00	$90,710.00	C-105	$50,102.79	$50,102.79	C-105	$153,897.50	$153,897.50	C-105
Total						$2,384,217.50			$2,364,860.0005			$2,714,521.57			$2,570,000.00	

AIRPORT ADMINISTRATION BUILDING - BASE BID (Table 3 of 3)

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$1,659,506.71	$1,659,506.71	--	$2,207,017.40	$2,207,017.40	--	$1,652,700.00	$1,652,700.00	--	$1,952,782.00	$1,952,782.00	--
X	2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$7,500.00	$7,500.00	--	$41,250.00	$41,250.00	--	$31,800.00	$31,800.00	--	$28,765.00	$28,765.00	--
X	3	REMOVAL OF EXISTING SITE LIGHTING POLES	5	EA	$750.00	$3,750.00	--	$275.00	$1,375.00	--	$2,120.00	$10,600.00	--	$287.00	$1,435.00	--

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	1	LS	$29,221.11	$29,221.11	--	$9,350.00	$9,350.00	--	$44,100.00	$44,100.00	--	$23,534.00	$23,534.00	--
X	5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	1	LS	$10,960.00	$10,960.00	P-101	$43,681.00	$43,681.00	P-101	$93,500.00	$93,500.00	P-101	$44,408.00	$44,408.00	P-101
X	6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	2100	SY	$5.80	$12,180.00	P-101	$17.60	$36,960.00	P-101	$6.40	$13,440.00	P-101	$18.00	$37,800.00	P-101
X	7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	475	SY	$18.00	$8,550.00	P-101	$13.20	$6,270.00	P-101	$10.60	$5,035.00	P-101	$14.00	$6,650.00	P-101
X	8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	75	SY	$22.50	$1,687.50	P-101	$24.20	$1,815.00	P-101	$6.40	$480.00	P-101	$25.00	$1,875.00	P-101
X	9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	1	EA	$950.00	$950.00	P-101	$770.00	$770.00	P-101	$1,650.00	$1,650.00	P-101	$802.00	$802.00	P-101

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Sabougi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	10	REMOVAL OF EXISTING SIGNAGE	14	EA	$180.00	$2,520.00	P-101	$165.00	$2,310.00	P-101	$334.00	$4,676.00	P-101	$172.00	$2,408.00	P-101
X	11	REMOVAL OF EXISTING TREE	3	EA	$850.00	$2,550.00	P-151	$825.00	$2,475.00	P-151	$510.00	$1,530.00	P-151	$860.00	$2,580.00	P-151
X	12	UNCLASSIFIED EXCAVATION	1100	CY	$14.00	$15,400.00	P-152	$5.50	$6,050.00	P-152	$13.90	$15,290.00	P-152	$6.00	$6,600.00	P-152
X	13	SUBGRADE STABILIZATION	2360	SY	$7.00	$16,520.00	P-152	$8.80	$20,768.00	P-152	$26.50	$62,540.00	P-152	$9.00	$21,240.00	P-152
X	14	LIME ROCK BASE COURSE (6" THICKNESS)	470	CY	$85.00	$39,950.00	P-211	$26.40	$12,408.00	P-211	$82.70	$38,869.00	P-211	$28.00	$13,160.00	P-211
X	15	ASPHALT SURFACE COURSE (2" THICKNESS)	265	TON	$190.00	$50,350.00	P-403	$302.50	$80,162.50	P-403	$171.70	$45,500.50	P-403	$315.00	$83,475.00	P-403
X	16	EMULSIFIED ASPHALT PRIME COAT	500	GAL	$3.00	$1,500.00	P-602	$1.10	$550.00	P-602	$8.50	$4,250.00	P-602	$1.00	$500.00	P-602
X	17	REINFORCED CEMENT CONCRETE PAVEMENT	320	SY	$79.00	$25,280.00	P-610	$117.70	$37,664.00	P-610	$91.20	$29,184.00	P-610	$123.00	$39,360.00	P-610
X	18	CONCRETE SIDEWALK, 4" THICKNESS	160	SY	$68.50	$10,960.00	P-610	$84.70	$13,552.00	P-610	$88.00	$14,080.00	P-610	$88.00	$14,080.00	P-610

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Sabougi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	19	CONCRETE PARKING BUMPER GUARD	7	EA	$108.00	$756.00	P-610	$247.50	$1,732.50	P-610	$106.00	$742.00	P-610	$258.00	$1,806.00	P-610
X	20	FDOT TYPE D CURB	460	LF	$21.00	$9,660.00	P-610	$41.80	$19,228.00	P-610	$19.10	$8,786.00	P-610	$44.00	$20,240.00	P-610
X	21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	25	SF	$28.00	$700.00	P-620	$24.20	$605.00	P-620	$16.00	$400.00	P-620	$25.00	$625.00	P-620
X	22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	275	SF	$28.00	$7,700.00	P-620	$24.20	$6,655.00	P-620	$16.00	$4,400.00	P-620	$25.00	$6,875.00	P-620
X	23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	55	SF	$28.00	$1,540.00	P-620	$24.20	$1,331.00	P-620	$16.00	$880.00	P-620	$25.00	$1,375.00	P-620
X	24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	3	EA	$480.00	$1,440.00	700-1-11	$643.50	$1,930.50	700-1-11	$530.00	$1,590.00	700-1-11	$670.00	$2,010.00	700-1-11
X	25	REMOVE EXISTING FENCE LINE	225	LF	$12.00	$2,700.00	--	$16.50	$3,712.50	--	$5.00	$1,125.00	--	$17.00	$3,825.00	--
X	26	NEW, 6' WROUGHT IRON SECURITY FENCE	90	LF	$100.00	$9,000.00	--	$93.50	$8,415.00	--	$64.00	$5,760.00	--	$87.00	$7,830.00	--

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	2	EACH	$975.00	$1,950.00	--	$1,815.00	$3,630.00	--	$2,950.00	$5,900.00	--	$894.00	$1,788.00	--
X	28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	110	LF	$128.00	$14,080.00	D-701	$121.00	$13,310.00	D-701	$159.00	$17,490.00	D-701	$126.00	$13,860.00	D-701
X	29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	2	EA	$2,600.00	$5,200.00	D-701	$3,080.00	$6,160.00	D-701	$2,226.00	$4,452.00	D-701	$3,209.00	$6,418.00	D-701
X	30	FDOT TYPE II CLOSED FLUME INLET	1	EA	$8,450.00	$8,450.00	D-754	$8,250.00	$8,250.00	D-754	$1,590.00	$1,590.00	D-754	$8,595.00	$8,595.00	D-754
X	31	SODDING	1400	SY	$5.00	$7,000.00	T-904	$6.33	$8,862.00	T-904	$5.80	$8,120.00	T-904	$7.00	$9,800.00	T-904
X	32	REMOVAL OF EXISTING WATER LINE	280	LF	$8.00	$2,240.00	SP-01	$11.00	$3,080.00	SP-01	$6.90	$1,932.00	SP-01	$11.00	$3,080.00	SP-01

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	105	LF	$35.00	$3,675.00	SP-01	$41.80	$4,389.00	SP-01	$101.00	$10,605.00	SP-01	$44.00	$4,620.00	SP-01
X	34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	100	LF	$29.00	$2,900.00	SP-01	$52.80	$5,280.00	SP-01	$45.60	$4,560.00	SP-01	$55.00	$5,500.00	SP-01
X	35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	170	LF	$28.00	$4,760.00	SP-01	$41.80	$7,106.00	SP-01	$20.00	$3,400.00	SP-01	$44.00	$7,480.00	SP-01
X	36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	2	EA	$2,100.00	$4,200.00	SP-01	$1,980.00	$3,960.00	SP-01	$4,100.00	$8,200.00	SP-01	$2,063.00	$4,126.00	SP-01
X	37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	115	LF	$8.00	$920.00	SP-02	$11.00	$1,265.00	SP-02	$7.00	$805.00	SP-02	$11.00	$1,265.00	SP-02

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Sabougi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	165	LF	$35.00	$5,775.00	SP-02	$24.00	$3,960.00	SP-02	$21.00	$3,465.00	SP-02	$38.00	$6,270.00	SP-02
X	39	REMOVAL OF EXISTING SANITARY LINE	220	LF	$14.00	$3,080.00	SP-03	$19.80	$4,356.00	SP-03	$7.00	$1,540.00	SP-03	$21.00	$4,620.00	SP-03
X	40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	245	LF	$44.00	$10,780.00	SP-03	$41.80	$10,241.00	SP-03	$71.00	$17,395.00	SP-03	$44.00	$10,780.00	SP-03
X	41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	3	EA	$975.00	$2,925.00	SP-03	$1,210.00	$3,630.00	SP-03	$900.00	$2,700.00	SP-03	$1,261.00	$3,783.00	SP-03
X	42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	435	LF	$8.00	$3,480.00	SP-05	$9.90	$4,306.50	SP-05	$7.00	$3,045.00	SP-05	$10.00	$4,350.00	SP-05

Airport Administration Building - Base Bid					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	1	LS	$15,000.00	$15,000.00	GP-80	$12,397.00	$12,397.00	GP-80	$18,000.00	$18,000.00	GP-80	$12,915.00	$12,915.00	GP-80
X	44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$1,000.00	$1,000.00	C-102	$6,490.00	$6,490.00	C-102	$5,300.00	$5,300.00	C-102	$6,761.00	$6,761.00	C-102
X	45	RIPRAP (RUBBLE DITCH LINING)	1	LS	$1,600.00	$1,600.00	C-102	$4,180.00	$4,180.00	C-102	$1,060.00	$1,060.00	C-102	$4,355.00	$4,355.00	C-102
X	46	INSTALLATION AND REMOVAL OF SILT FENCE	780	LF	$4.00	$3,120.00	C-102	$6.60	$5,148.00	C-102	$4.00	$3,120.00	C-102	$7.00	$5,460.00	C-102
X	47	MOBILIZATION (10% MAXIMUM)	1	LS	$125,000.00	$125,000.00	C-105	$22,000.00	$22,000.00	C-105	$245,500.00	$245,500.00	C-105	$22,920.00	$22,920.00	C-105
Total						$2,159,966.32			$2,710,037.90			$2,461,086.50			$2,474,786.00	

AIRPORT ADMINISTRATION BUILDING - BASE BID - ALLOWANCES (Table 1 of 3)

Airport Administration Building - Base Bid - Allowances					A.G. Pifer Construction Co. Inc.			FSV Construction Company			Imperial Construction & Electric			Kingdom Construction Services, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--
X	49	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01
X	50	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02
X	51	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03
X	52	LANDSCAPING, INSTALLED AND COMPLETE	1	ALLOW	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04
X	53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	ALLOW	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05
Total						$150,000.00			$150,000.00			$150,000.00			$150,000.00	

AIRPORT ADMINISTRATION BUILDING - BASE BID - ALLOWANCES (Table 2 of 3)

Airport Administration Building - Base Bid - Allowances					MGN Contracting			MH Williams Construction Group, Inc.			Modev Group, LLC			Paul Culver Construction, Inc.		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--
X	49	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01
X	50	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02
X	51	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03
X	52	LANDSCAPING, INSTALLED AND COMPLETE	1	ALLOW	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04
X	53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	ALLOW	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05
Total						$150,000.00			$150,000.00			$150,000.00			$150,000.00	

AIRPORT ADMINISTRATION BUILDING - BASE BID - ALLOWANCES (Table 3 of 3)

Airport Administration Building - Base Bid - Allowances					P.A.V.C.O. Contracting Group, LLC			Quest Contracting			Saboungi Construction, Inc.			Sauer Construction		
Selected	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.	Unit Cost	Total	Spec.
X	48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--	$75,000.00	$75,000.00	--
X	49	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01	$10,000.00	$10,000.00	SP-01
X	50	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02	$20,000.00	$20,000.00	SP-02
X	51	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03	$10,000.00	$10,000.00	SP-03
X	52	LANDSCAPING, INSTALLED AND COMPLETE	1	ALLOW	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04	$15,000.00	$15,000.00	SP-04
X	53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	ALLOW	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05	$20,000.00	$20,000.00	SP-05
Total						$150,000.00			$150,000.00			$150,000.00			$150,000.00	

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	A.G. Pifer Construction Co. Inc.	FSV Construction Company	Imperial Construction & Electric	Kingdom Construction Services, Inc.	MGN Contracting	MH Williams Construction Group, Inc.	Modev Group, LLC	P.A.V.C.O. Contracting Group, LLC	Paul Culver Construction, Inc.
Public Records Act	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Professional Licenses	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	No Response	No Response	Pass	Pass	Pass	Pass	No Response	No Response	Pass
Drug-Free Workplace Certification Site Information	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
City Required Forms - Notarized, non-notarized, and signed addendums.	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Florida Division of Corporations/Sunbiz*	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Registration with Sam.Gov	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	A.G. Pifer Construction Co. Inc.	FSV Construction Company	Imperial Construction & Electric	Kingdom Construction Services, Inc.	MGN Contracting	MH Williams Construction Group, Inc.	Modev Group, LLC	P.A.V.C.O. Contracting Group, LLC	Paul Culver Construction, Inc.
Submittal	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Civil Rights - General	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Civil Right - Title VI Assurance	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Certification Regarding Domestic Preferences for Procurements	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Federal Fair Labor Standards Act (Federal Minimum Wage)	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Occupational Safety and Health Act of 1970	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	Quest Contracting	Saboungi Construction, Inc.	Sauer Construction
Public Records Act	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass
Solicitation Document Review	Pass	Pass	Pass
Professional Licenses	Pass	Pass	Pass
Bid Bond	Pass	Pass	Pass
Contract Execution, Payment Bond, and Performance Bond	Pass	Pass	Pass

Question Title	Quest Contracting	Saboungi Construction, Inc.	Sauer Construction
Potential Conflict of Interest	Pass	Pass	No Response
Drug-Free Workplace Certification Site Information	Pass	Pass	Pass
City Required Forms - Notarized, non-notarized, and signed addendums.	Pass	Pass	Pass
Florida Division of Corporations/Sunbiz*	Pass	Pass	Pass
Registration with Sam.Gov		Pass	Pass
Submittal	Pass	Pass	Pass
Civil Rights - General	Pass	Pass	Pass
Civil Right - Title VI Assurance	Pass	Pass	Pass
Certification Regarding Domestic Preferences for Procurements	Pass	Pass	Pass
Federal Fair Labor Standards Act (Federal Minimum Wage)	Pass	Pass	Pass
Occupational Safety and Health Act of 1970	Pass	Pass	Pass

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
(407) 599-1122
www.avconinc.com

November 19, 2025

Mr. Arvin Weese
Airport Director
New Smyrna Beach Municipal Airport
602 Skyline Drive
New Smyrna Beach, FL 32168

Reference: Recommendation of Award – ITB 17-25-BLDG
Airport Administration Building
New Smyrna Beach Municipal Airport

Dear Mr. Weese:

On November 5, 2025 at 5:00PM, the Airport opened bids on the **Airport Administration Building** project. Twelve bids were received as detailed in the attached bid tabulation and summarized as follows:

Bidder	Base Bid	Allowances	Total Bid
FSV Construction Company	$2,028,130.00	$150,000.00	$2,178,130.00
P.A.V.C.O. Contracting Group, LLC	$2,159,966.32	$150,000.00	$2,309,966.32
A.G. Pifer Construction Co., Inc.	$2,344,348.00	$150,000.00	$2,494,348.00
MH Williams Construction Group, Inc.	$2,364,860.05	$150,000.00	$2,514,860.00
MGN Contracting	$2,384,217.50	$150,000.00	$2,534,217.50
Saboungi Construction, Inc.	$2,461,086.50	$150,000.00	$2,611,086.50
Sauer Construction	$2,474,786.00	$150,000.00	$2,624,786.00
Paul Culver Construction, Inc.	$2,570,000.00	$150,000.00	$2,720,000.00
Quest Contracting	$2,710,037.90	$150,000.00	$2,860,037.90
Modev Group, LLC	$2,714,521.57	$150,000.00	$2,864,521.57
Kingdom Construction Services, Inc.	$3,076,919.00	$150,000.00	$3,226,919.00
Imperial Construction & Electric	$3,129,000.00	$150,000.00	$3,279,000.00

The apparent low bidder is **FSV Construction Company (FSV)** whose Total Bid is **$2,178,130.00.** FSV responded suitably to the questions on the OpenGov website, submitted the required 10% Bid Security, and acknowledged Addendums 1 and 2. Some items noted while reviewing FSV's bid proposal:

- Vendor Information – Type of Entity not circled (Corporation denoted on Page 19)
- Trench Safety Statement Page 1 – missing corporate seal
- Trench Safety Statement Page 2 – missing
- Subcontractors List – no Florida Contractor's License #s for sub #s 3 and 5.
- References & Project Experience – As a requirement for the solicitation, each bidder was required to provide a minimum of five (5) projects performed by the Firm and completed

within the last five (5) years, which are similar in type of scope and complexity. FSV submitted three (3) renovation services projects ranging in value from $315,290.00 to $905,780.00, one (1) resurfacing and site improvements project valued at $1,208,750.00, and one (1) continuing general contractor services (noting "various projects completed") without an associated dollar value or identification of specific project details.

In our opinion, the project experience submitted does not meet the requirement of demonstrating similar scope and complexity of work performed in the last 5 years. Relevant project experience did not include any new construction and did not include any work on airports or in an airport environment, therefore the FSV bid shall be deemed "non-responsive" and shall not be considered for award of this project.

The second low bidder is P.A.V.C.O. Contracting Group, LLC (P.A.V.C.O.) whose Total Bid is $2,309,966.32. P.A.V.C.O. responded suitably to the questions on the OpenGov website, submitted the required 10% Bid Security, and acknowledged Addendums 1 and 2. Some items noted while reviewing P.A.V.C.O.'s bid proposal:

- Vendor Information – State of Florida Department of State Cert of Authority Document No. missing.
- Trench Safety Statement – missing corporate seal

P.A.V.C.O.'s bid included project experience that sufficiently met or exceeded the requirements for similar scope and complexity. New-build construction and work on airports, or in an airport environment, were demonstrated. Additionally, P.A.V.C.O. recently completed the new construction of a health and rehabilitation facility valued at $26,519,720.00, which adequately demonstrates experience constructing projects of similar (or greater) scope and complexity.

Reference checks were completed for both low bidders. Responses were positive for both low bidders.

Notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to P.A.V.C.O. Contracting Group, LLC for the total amount of **$2,309,966.32 (Two Million Three Hundred Nine Thousand Nine Hundred Sixty-Six Dollars and 32/100 cents),** subject to funding eligibility and the availability of funding.

We stand ready to assist in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.

Daniel J. Nickols, Jr., P.E.
Senior Project Manager, Airports

Attachment: Bid Tabulation

NEW SMYRNA BEACH MUNICIPAL AIRPORT
AIRPORT ADMINISTRATION BUILDING
BID TABULATION

BASE BID

INDEX	DESCRIPTION	UNIT	EST. QTY	ENGINEER'S ESTIMATE		FSV CONSTRUCTION COMPANY		P.A.V.C.O. CONTRACTING GROUP, LLC		A.G. PIFER CONSTRUCTION CO. INC.		MH WILLIAMS CONSTRUCTION GROUP, INC.	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$1,250,000.00	$1,250,000.00	$707,253.00	$707,253.00	$1,659,506.71	$1,659,506.71	$1,732,921.00	$1,732,921.00	$1,734,522.00	$1,734,522.00
2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$150,000.00	$150,000.00	$155,851.00	$155,851.00	$7,500.00	$7,500.00	$25,100.00	$25,100.00	$35,833.38	$35,833.38
3	REMOVAL OF EXISTING SITE LIGHTING POLES	EA	5	$4,000.00	$20,000.00	$255.00	$1,275.00	$750.00	$3,750.00	$750.00	$3,750.00	$716.67	$3,583.35
4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	LS	1	$50,000.00	$50,000.00	$150,000.00	$150,000.00	$29,221.11	$29,221.11	$58,951.00	$58,951.00	$26,996.87	$26,996.87
5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	LS	1	$50,000.00	$50,000.00	$12,206.00	$12,206.00	$10,960.00	$10,960.00	$10,960.00	$10,960.00	$22,441.25	$22,441.25
6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	SY	2,100	$10.00	$21,000.00	$32.25	$67,725.00	$5.80	$12,180.00	$5.80	$12,180.00	$9.63	$20,221.95
7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	SY	475	$25.00	$11,875.00	$28.20	$13,395.00	$18.00	$8,550.00	$18.00	$8,550.00	$25.14	$11,940.88
8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	SY	75	$50.00	$3,750.00	$236.00	$17,700.00	$22.50	$1,687.50	$23.00	$1,725.00	$32.25	$2,418.76
9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	EA	1	$3,500.00	$3,500.00	$8,523.00	$8,523.00	$950.00	$950.00	$950.00	$950.00	$836.11	$836.11
10	REMOVAL OF EXISTING SIGNAGE	EA	14	$250.00	$3,500.00	$677.00	$9,478.00	$180.00	$2,520.00	$180.00	$2,520.00	$89.58	$1,254.17
11	REMOVAL OF EXISTING TREE	EA	3	$2,000.00	$6,000.00	$5,325.00	$15,975.00	$850.00	$2,550.00	$850.00	$2,550.00	$1,990.74	$5,972.23
12	UNCLASSIFIED EXCAVATION	CY	1,100	$35.00	$38,500.00	$26.43	$29,073.00	$14.00	$15,400.00	$14.00	$15,400.00	$35.59	$39,145.59
13	SUBGRADE STABILIZATION	SY	2,360	$15.00	$35,400.00	$41.70	$98,412.00	$7.00	$16,520.00	$7.00	$16,520.00	$13.88	$32,763.64
14	LIME ROCK BASE COURSE (6" THICKNESS)	CY	470	$110.00	$51,700.00	$63.80	$29,986.00	$85.00	$39,950.00	$85.00	$39,950.00	$92.77	$43,602.04
15	ASPHALT SURFACE COURSE (2" THICKNESS)	TON	265	$225.00	$59,625.00	$322.80	$85,542.00	$190.00	$50,350.00	$190.00	$50,350.00	$210.94	$55,899.10
16	EMULSIFIED ASPHALT PRIME COAT	GAL	500	$7.00	$3,500.00	$85.00	$42,500.00	$3.00	$1,500.00	$3.00	$1,500.00	$14.33	$7,166.70
17	REINFORCED CEMENT CONCRETE PAVEMENT	SY	320	$100.00	$32,000.00	$49.30	$15,776.00	$79.00	$25,280.00	$79.00	$25,280.00	$91.00	$29,120.61
18	CONCRETE SIDEWALK, 4" THICKNESS	SY	160	$75.00	$12,000.00	$62.15	$9,944.00	$68.50	$10,960.00	$68.50	$10,960.00	$28.37	$4,538.90
19	CONCRETE PARKING BUMPER GUARD	EA	7	$600.00	$4,200.00	$872.00	$6,104.00	$108.00	$756.00	$108.00	$756.00	$298.61	$2,090.28
20	FDOT TYPE D CURB	LF	460	$32.50	$14,950.00	$25.55	$11,753.00	$21.00	$9,660.00	$21.00	$9,660.00	$20.80	$9,567.49
21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	SF	25	$10.00	$250.00	$18.60	$465.00	$28.00	$700.00	$28.00	$700.00	$9.13	$228.14
22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	SF	275	$7.50	$2,062.50	$18.60	$5,115.00	$28.00	$7,700.00	$28.00	$7,700.00	$28.70	$7,892.89
23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	SF	55	$10.00	$550.00	$18.60	$1,023.00	$28.00	$1,540.00	$28.00	$1,540.00	$9.14	$502.86
24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	EA	3	$1,250.00	$3,750.00	$6,588.00	$19,764.00	$480.00	$1,440.00	$480.00	$1,440.00	$101.52	$304.56
25	REMOVE EXISTING FENCE LINE	LF	225	$25.00	$5,625.00	$28.28	$6,363.00	$12.00	$2,700.00	$12.00	$2,700.00	$7.64	$1,719.99
26	NEW, 6' WROUGHT IRON SECURITY FENCE	LF	90	$115.00	$10,350.00	$56.50	$5,085.00	$100.00	$9,000.00	$100.00	$9,000.00	$95.02	$8,552.23
27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	EACH	2	$5,000.00	$10,000.00	$9,895.00	$19,790.00	$975.00	$1,950.00	$975.00	$1,950.00	$895.83	$1,791.66
28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	LF	110	$200.00	$22,000.00	$82.00	$9,020.00	$128.00	$14,080.00	$128.00	$14,080.00	$45.61	$5,016.66
29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	EA	2	$3,500.00	$7,000.00	$6,500.00	$13,000.00	$2,600.00	$5,200.00	$2,600.00	$5,200.00	$2,492.21	$4,984.42
30	FDOT TYPE II CLOSED FLUME INLET	EA	1	$4,000.00	$4,000.00	$21,145.00	$21,145.00	$8,450.00	$8,450.00	$8,450.00	$8,450.00	$22,566.67	$22,566.67
31	SODDING	SY	1,400	$6.00	$8,400.00	$69.78	$97,692.00	$5.00	$7,000.00	$5.00	$7,000.00	$6.45	$9,030.00
32	REMOVAL OF EXISTING WATER LINE	LF	280	$25.00	$7,000.00	$15.70	$4,396.00	$8.00	$2,240.00	$8.00	$2,240.00	$12.44	$3,481.80
33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	105	$75.00	$7,875.00	$25.00	$2,625.00	$35.00	$3,675.00	$35.00	$3,675.00	$54.63	$5,735.73
34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	100	$50.00	$5,000.00	$21.87	$2,187.00	$29.00	$2,900.00	$29.00	$2,900.00	$38.31	$3,830.50
35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	170	$50.00	$8,500.00	$33.80	$5,746.00	$28.00	$4,760.00	$28.00	$4,760.00	$16.72	$2,841.58
36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	EA	2	$10,000.00	$20,000.00	$1,750.00	$3,500.00	$2,100.00	$4,200.00	$2,100.00	$4,200.00	$7,195.34	$14,390.69
37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	LF	115	$25.00	$2,875.00	$15.00	$1,725.00	$8.00	$920.00	$8.00	$920.00	$7.89	$907.78
38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	LF	165	$50.00	$8,250.00	$32.00	$5,280.00	$35.00	$5,775.00	$35.00	$5,775.00	$41.81	$6,897.92
39	REMOVAL OF EXISTING SANITARY LINE	LF	220	$65.00	$14,300.00	$23.65	$5,203.00	$14.00	$3,080.00	$14.00	$3,080.00	$10.15	$2,233.62
40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	245	$75.00	$18,375.00	$24.00	$5,880.00	$44.00	$10,780.00	$44.00	$10,780.00	$55.11	$13,502.02
41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	EA	3	$2,500.00	$7,500.00	$689.00	$2,067.00	$975.00	$2,925.00	$975.00	$2,925.00	$1,020.85	$3,062.56
42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	LF	435	$10.00	$4,350.00	$15.00	$6,525.00	$8.00	$3,480.00	$8.00	$3,480.00	$5.90	$2,565.67
43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	LS	1	$25,000.00	$25,000.00	$16,163.00	$16,163.00	$15,000.00	$15,000.00	$30,100.00	$30,100.00	$13,461.41	$13,461.41
44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$7,500.00	$7,500.00	$25,000.00	$25,000.00	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$24,486.15	$24,486.15
45	RIPRAP (RUBBLE DITCH LINING)	LS	1	$3,000.00	$3,000.00	$38,520.00	$38,520.00	$1,600.00	$1,600.00	$1,600.00	$1,600.00	$20,902.70	$20,902.70
46	INSTALLATION AND REMOVAL OF SILT FENCE	LF	780	$3.00	$2,340.00	$21.00	$16,380.00	$4.00	$3,120.00	$4.00	$3,120.00	$4.29	$3,344.48
47	MOBILIZATION (10% MAXIMUM)	LS	1	$212,647.50	$212,647.50	$200,000.00	$200,000.00	$125,000.00	$125,000.00	$172,000.00	$172,000.00	$90,710.00	$90,710.00
				SUB-TOTAL BASE BID	**$2,250,000.00**		**$2,028,130.00**		**$2,159,966.32**		**$2,344,348.00**		**$2,364,860.00**

ALLOWANCES

48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	ALLOW	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
49	POTABLE WATER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
50	ELECTRICAL INSTALLATION ALLOWANCE	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
51	SANITARY SEWER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
52	LANDSCAPING, INSTALLED AND COMPLETE	ALLOW	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
				SUB-TOTAL ALLOWANCES	**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**

APPROVED BY DANIEL J. NICKOLS, JR., PE - ENGINEER OF RECORD

NEW SMYRNA BEACH MUNICIPAL AIRPORT
AIRPORT ADMINISTRATION BUILDING
BID TABULATION

BASE BID				ENGINEER'S ESTIMATE		MGN CONTRACTING		SABOUNGI CONSTRUCTION, INC.		SAUER CONSTRUCTION		PAUL CULVER CONSTRUCTION, INC.	
INDEX	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$1,250,000.00	$1,250,000.00	$1,934,081.00	$1,934,081.00	$1,652,700.00	$1,652,700.00	$1,952,782.00	$1,952,782.00	$1,956,000.00	$1,956,000.00
2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$150,000.00	$150,000.00	$36,000.00	$36,000.00	$31,800.00	$31,800.00	$28,765.00	$28,765.00	$20,648.00	$20,648.00
3	REMOVAL OF EXISTING SITE LIGHTING POLES	EA	5	$4,000.00	$20,000.00	$750.00	$3,750.00	$2,120.00	$10,600.00	$287.00	$1,435.00	$870.00	$4,350.00
4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	LS	1	$50,000.00	$50,000.00	$32,728.00	$32,728.00	$44,100.00	$44,100.00	$23,534.00	$23,534.00	$24,360.00	$24,360.00
5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	LS	1	$50,000.00	$50,000.00	$10,960.00	$10,960.00	$93,500.00	$93,500.00	$44,408.00	$44,408.00	$12,713.60	$12,713.60
6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	SY	2,100	$10.00	$21,000.00	$5.80	$12,180.00	$6.40	$13,440.00	$18.00	$37,800.00	$6.73	$14,128.80
7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	SY	475	$25.00	$11,875.00	$18.00	$8,550.00	$10.60	$5,035.00	$14.00	$6,650.00	$20.88	$9,918.00
8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	SY	75	$50.00	$3,750.00	$22.50	$1,687.50	$6.40	$480.00	$25.00	$1,875.00	$26.10	$1,957.50
9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	EA	1	$3,500.00	$3,500.00	$950.00	$950.00	$1,650.00	$1,650.00	$802.00	$802.00	$1,102.00	$1,102.00
10	REMOVAL OF EXISTING SIGNAGE	EA	14	$250.00	$3,500.00	$180.00	$2,520.00	$334.00	$4,676.00	$172.00	$2,408.00	$208.80	$2,923.20
11	REMOVAL OF EXISTING TREE	EA	3	$2,000.00	$6,000.00	$850.00	$2,550.00	$510.00	$1,530.00	$860.00	$2,580.00	$986.00	$2,958.00
12	UNCLASSIFIED EXCAVATION	CY	1,100	$35.00	$38,500.00	$14.00	$15,400.00	$13.90	$15,290.00	$6.00	$6,600.00	$16.24	$17,864.00
13	SUBGRADE STABILIZATION	SY	2,360	$15.00	$35,400.00	$7.00	$16,520.00	$26.50	$62,540.00	$9.00	$21,240.00	$8.12	$19,163.20
14	LIME ROCK BASE COURSE (6" THICKNESS)	CY	470	$110.00	$51,700.00	$85.00	$39,950.00	$82.70	$38,869.00	$28.00	$13,160.00	$98.60	$46,342.00
15	ASPHALT SURFACE COURSE (2" THICKNESS)	TON	265	$225.00	$59,625.00	$190.00	$50,350.00	$171.70	$45,500.50	$315.00	$83,475.00	$220.40	$58,406.00
16	EMULSIFIED ASPHALT PRIME COAT	GAL	500	$7.00	$3,500.00	$3.00	$1,500.00	$8.50	$4,250.00	$1.00	$500.00	$3.48	$1,740.00
17	REINFORCED CEMENT CONCRETE PAVEMENT	SY	320	$100.00	$32,000.00	$79.00	$25,280.00	$91.20	$29,184.00	$123.00	$39,360.00	$91.64	$29,324.80
18	CONCRETE SIDEWALK, 4" THICKNESS	SY	160	$75.00	$12,000.00	$68.50	$10,960.00	$88.00	$14,080.00	$88.00	$14,080.00	$79.46	$12,713.60
19	CONCRETE PARKING BUMPER GUARD	EA	7	$600.00	$4,200.00	$108.00	$756.00	$106.00	$742.00	$258.00	$1,806.00	$125.00	$875.00
20	FDOT TYPE D CURB	LF	460	$32.50	$14,950.00	$21.00	$9,660.00	$19.10	$8,786.00	$44.00	$20,240.00	$24.36	$11,205.60
21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	SF	25	$10.00	$250.00	$28.00	$700.00	$16.00	$400.00	$25.00	$625.00	$32.48	$812.00
22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	SF	275	$7.50	$2,062.50	$28.00	$7,700.00	$16.00	$4,400.00	$25.00	$6,875.00	$32.48	$8,932.00
23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	SF	55	$10.00	$550.00	$28.00	$1,540.00	$16.00	$880.00	$25.00	$1,375.00	$32.48	$1,786.40
24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	EA	3	$1,250.00	$3,750.00	$480.00	$1,440.00	$530.00	$1,590.00	$670.00	$2,010.00	$556.80	$1,670.40
25	REMOVE EXISTING FENCE LINE	LF	225	$25.00	$5,625.00	$12.00	$2,700.00	$5.00	$1,125.00	$17.00	$3,825.00	$13.92	$3,132.00
26	NEW, 6' WROUGHT IRON SECURITY FENCE	LF	90	$115.00	$10,350.00	$128.00	$11,520.00	$64.00	$5,760.00	$87.00	$7,830.00	$132.82	$11,953.80
27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	EACH	2	$5,000.00	$10,000.00	$2,000.00	$4,000.00	$2,950.00	$5,900.00	$894.00	$1,788.00	$1,044.00	$2,088.00
28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	LF	110	$200.00	$22,000.00	$128.00	$14,080.00	$159.00	$17,490.00	$126.00	$13,860.00	$148.48	$16,332.80
29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	EA	2	$3,500.00	$7,000.00	$2,600.00	$5,200.00	$2,226.00	$4,452.00	$3,209.00	$6,418.00	$3,016.00	$6,032.00
30	FDOT TYPE II CLOSED FLUME INLET	EA	1	$4,000.00	$4,000.00	$8,450.00	$8,450.00	$1,590.00	$1,590.00	$8,595.00	$8,595.00	$9,802.00	$9,802.00
31	SODDING	SY	1,400	$6.00	$8,400.00	$5.00	$7,000.00	$5.80	$8,120.00	$7.00	$9,800.00	$5.80	$8,120.00
32	REMOVAL OF EXISTING WATER LINE	LF	280	$25.00	$7,000.00	$8.00	$2,240.00	$6.90	$1,932.00	$11.00	$3,080.00	$9.28	$2,598.40
33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	105	$75.00	$7,875.00	$35.00	$3,675.00	$101.00	$10,605.00	$44.00	$4,620.00	$40.60	$4,263.00
34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	100	$50.00	$5,000.00	$29.00	$2,900.00	$45.60	$4,560.00	$55.00	$5,500.00	$33.64	$3,364.00
35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	170	$50.00	$8,500.00	$28.00	$4,760.00	$20.00	$3,400.00	$44.00	$7,480.00	$32.48	$5,521.60
36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	EA	2	$10,000.00	$20,000.00	$2,100.00	$4,200.00	$4,100.00	$8,200.00	$2,063.00	$4,126.00	$2,436.00	$4,872.00
37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	LF	115	$25.00	$2,875.00	$8.00	$920.00	$7.00	$805.00	$11.00	$1,265.00	$9.28	$1,067.20
38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	LF	165	$50.00	$8,250.00	$35.00	$5,775.00	$21.00	$3,465.00	$38.00	$6,270.00	$40.60	$6,699.00
39	REMOVAL OF EXISTING SANITARY LINE	LF	220	$65.00	$14,300.00	$14.00	$3,080.00	$7.00	$1,540.00	$21.00	$4,620.00	$16.24	$3,572.80
40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	245	$75.00	$18,375.00	$44.00	$10,780.00	$71.00	$17,395.00	$44.00	$10,780.00	$51.04	$12,504.80
41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	EA	3	$2,500.00	$7,500.00	$975.00	$2,925.00	$900.00	$2,700.00	$1,261.00	$3,783.00	$1,131.00	$3,393.00
42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	LF	435	$10.00	$4,350.00	$8.00	$3,480.00	$7.00	$3,045.00	$10.00	$4,350.00	$9.28	$4,036.80
43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	LS	1	$25,000.00	$25,000.00	$30,100.00	$30,100.00	$18,000.00	$18,000.00	$12,915.00	$12,915.00	$30,100.00	$30,100.00
44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$7,500.00	$7,500.00	$1,000.00	$1,000.00	$5,300.00	$5,300.00	$6,761.00	$6,761.00	$9,280.00	$9,280.00
45	RIPRAP (RUBBLE DITCH LINING)	LS	1	$3,000.00	$3,000.00	$1,600.00	$1,600.00	$1,060.00	$1,060.00	$4,355.00	$4,355.00	$1,856.00	$1,856.00
46	INSTALLATION AND REMOVAL OF SILT FENCE	LF	780	$3.00	$2,340.00	$4.00	$3,120.00	$4.00	$3,120.00	$7.00	$5,460.00	$4.64	$3,619.20
47	MOBILIZATION (10% MAXIMUM)	LS	1	$212,647.50	$212,647.50	$23,000.00	$23,000.00	$245,500.00	$245,500.00	$22,920.00	$22,920.00	$153,897.50	$153,897.50
			SUB-BID TOTAL BASE BID		**$2,250,000.00**		**$2,384,217.50**		**$2,461,086.50**		**$2,474,786.00**		**$2,570,000.00**
ALLOWANCES													
48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	ALLOW	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
49	POTABLE WATER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
50	ELECTRICAL INSTALLATION ALLOWANCE	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
51	SANITARY SEWER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
52	LANDSCAPING, INSTALLED AND COMPLETE	ALLOW	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
			SUB-TOTAL ALLOWANCES		**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**
			BID TOTAL (BASE BID + ALLOWANCES)		**$2,400,000.00**		**$2,534,217.50**		**$2,611,086.50**		**$2,624,786.00**		**$2,720,000.00**

APPROVED BY DANIEL J. NICKOLS, JR., PE - ENGINEER OF RECORD

NEW SMYRNA BEACH MUNICIPAL AIRPORT
AIRPORT ADMINISTRATION BUILDING
BID TABULATION

BASE BID				ENGINEER'S ESTIMATE		QUEST CONTRACTING		MODEV GROUP, LLC		IMPERIAL CONSTRUCTION & ELECTRIC		KINGDOM CONSTRUCTION SERVICES, INC.	
INDEX	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$1,250,000.00	$1,250,000.00	$2,207,017.40	$2,207,017.40	$2,121,226.58	$2,121,226.58	$2,465,527.00	$2,465,527.00	$2,598,989.00	$2,598,989.00
2	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	LS	1	$150,000.00	$150,000.00	$41,250.00	$41,250.00	$27,600.00	$27,600.00	$18,242.00	$18,242.00	$20,000.00	$20,000.00
3	REMOVAL OF EXISTING SITE LIGHTING POLES	EA	5	$4,000.00	$20,000.00	$275.00	$1,375.00	$325.61	$1,628.05	$200.00	$1,000.00	$250.00	$1,250.00
4	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	LS	1	$50,000.00	$50,000.00	$9,350.00	$9,350.00	$51,250.90	$51,250.90	$23,943.00	$23,943.00	$41,500.00	$41,500.00
5	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	LS	1	$50,000.00	$50,000.00	$43,681.00	$43,681.00	$19,390.17	$19,390.17	$36,941.00	$36,941.00	$54,000.00	$54,000.00
6	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	SY	2,100	$10.00	$21,000.00	$17.60	$36,960.00	$4.09	$8,589.00	$8.00	$16,800.00	$16.00	$33,600.00
7	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	SY	475	$25.00	$11,875.00	$13.20	$6,270.00	$11.02	$5,234.50	$51.00	$24,225.00	$12.00	$5,700.00
8	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	SY	75	$50.00	$3,750.00	$24.20	$1,815.00	$61.34	$4,600.50	$51.00	$3,825.00	$22.00	$1,650.00
9	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	EA	1	$3,500.00	$3,500.00	$770.00	$770.00	$1,725.00	$1,725.00	$1,482.00	$1,482.00	$700.00	$700.00
10	REMOVAL OF EXISTING SIGNAGE	EA	14	$250.00	$3,500.00	$165.00	$2,310.00	$62.62	$876.68	$57.00	$798.00	$150.00	$2,100.00
11	REMOVAL OF EXISTING TREE	EA	3	$2,000.00	$6,000.00	$825.00	$2,475.00	$657.80	$1,973.40	$570.00	$1,710.00	$750.00	$2,250.00
12	UNCLASSIFIED EXCAVATION	CY	1,100	$35.00	$38,500.00	$5.50	$6,050.00	$7.06	$7,766.00	$23.00	$25,300.00	$5.00	$5,500.00
13	SUBGRADE STABILIZATION	SY	2,360	$15.00	$35,400.00	$8.80	$20,768.00	$13.86	$32,709.60	$17.00	$40,120.00	$8.00	$18,880.00
14	LIME ROCK BASE COURSE (6" THICKNESS)	CY	470	$110.00	$51,700.00	$26.40	$12,408.00	$73.03	$34,324.10	$103.00	$48,410.00	$24.00	$11,280.00
15	ASPHALT SURFACE COURSE (2" THICKNESS)	TON	265	$225.00	$59,625.00	$302.50	$80,162.50	$249.63	$66,151.95	$228.00	$60,420.00	$275.00	$72,875.00
16	EMULSIFIED ASPHALT PRIME COAT	GAL	500	$7.00	$3,500.00	$1.10	$550.00	$4.34	$2,170.00	$4.00	$2,000.00	$1.00	$500.00
17	REINFORCED CEMENT CONCRETE PAVEMENT	SY	320	$100.00	$32,000.00	$117.70	$37,664.00	$115.00	$36,800.00	$201.00	$64,320.00	$107.00	$34,240.00
18	CONCRETE SIDEWALK, 4" THICKNESS	SY	160	$75.00	$12,000.00	$84.70	$13,552.00	$129.61	$20,737.60	$185.00	$29,600.00	$77.00	$12,320.00
19	CONCRETE PARKING BUMPER GUARD	EA	7	$600.00	$4,200.00	$247.50	$1,732.50	$117.75	$824.25	$148.00	$1,036.00	$225.00	$1,575.00
20	FDOT TYPE D CURB	LF	460	$32.50	$14,950.00	$41.80	$19,228.00	$23.46	$10,791.60	$25.00	$11,500.00	$38.00	$17,480.00
21	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	SF	25	$10.00	$250.00	$24.20	$605.00	$18.40	$460.00	$8.00	$200.00	$22.00	$550.00
22	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	SF	275	$7.50	$2,062.50	$24.20	$6,655.00	$11.66	$3,206.50	$8.00	$2,200.00	$22.00	$6,050.00
23	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	SF	55	$10.00	$550.00	$24.20	$1,331.00	$17.49	$961.95	$8.00	$440.00	$22.00	$1,210.00
24	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	EA	3	$1,250.00	$3,750.00	$643.50	$1,930.50	$771.78	$2,315.34	$456.00	$1,368.00	$585.00	$1,755.00
25	REMOVE EXISTING FENCE LINE	LF	225	$25.00	$5,625.00	$16.50	$3,712.50	$10.38	$2,335.50	$17.00	$3,825.00	$15.00	$3,375.00
26	NEW, 6' WROUGHT IRON SECURITY FENCE	LF	90	$115.00	$10,350.00	$93.50	$8,415.00	$143.75	$12,937.50	$399.00	$35,910.00	$95.00	$8,550.00
27	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	EACH	2	$5,000.00	$10,000.00	$1,815.00	$3,630.00	$1,437.50	$2,875.00	$2,280.00	$4,560.00	$1,000.00	$2,000.00
28	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	LF	110	$200.00	$22,000.00	$121.00	$13,310.00	$280.30	$30,833.00	$296.00	$32,560.00	$110.00	$12,100.00
29	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	EA	2	$3,500.00	$7,000.00	$3,080.00	$6,160.00	$3,677.48	$7,354.96	$3,420.00	$6,840.00	$2,800.00	$5,600.00
30	FDOT TYPE II CLOSED FLUME INLET	EA	1	$4,000.00	$4,000.00	$8,250.00	$8,250.00	$7,032.89	$7,032.89	$6,271.00	$6,271.00	$7,500.00	$7,500.00
31	SODDING	SY	1,400	$6.00	$8,400.00	$6.33	$8,862.00	$17.23	$24,122.00	$3.00	$4,200.00	$5.75	$8,050.00
32	REMOVAL OF EXISTING WATER LINE	LF	280	$25.00	$7,000.00	$11.00	$3,080.00	$16.23	$4,544.40	$14.00	$3,920.00	$10.00	$2,800.00
33	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	105	$75.00	$7,875.00	$41.80	$4,389.00	$114.67	$12,040.35	$114.00	$11,970.00	$38.00	$3,990.00
34	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	100	$50.00	$5,000.00	$52.80	$5,280.00	$30.82	$3,082.00	$137.00	$13,700.00	$48.00	$4,800.00
35	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	170	$50.00	$8,500.00	$41.80	$7,106.00	$33.79	$5,744.30	$80.00	$13,600.00	$38.00	$6,460.00
36	NEW 1" REDUCED PRESSURE ZONE BACKFLOW PREVENTOR, INSTALLED AND COMPLETE	EA	2	$10,000.00	$20,000.00	$1,980.00	$3,960.00	$2,501.25	$5,002.50	$684.00	$1,368.00	$1,800.00	$3,600.00
37	REMOVAL OF EXISTING UNDERGROUND ELECTRICAL LINE	LF	115	$25.00	$2,875.00	$11.00	$1,265.00	$26.85	$3,087.75	$14.00	$1,610.00	$10.00	$1,150.00
38	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	LF	165	$50.00	$8,250.00	$24.00	$3,960.00	$86.25	$14,231.25	$114.00	$18,810.00	$25.00	$4,125.00
39	REMOVAL OF EXISTING SANITARY LINE	LF	220	$65.00	$14,300.00	$19.80	$4,356.00	$16.63	$3,658.60	$29.00	$6,380.00	$18.00	$3,960.00
40	NEW 6" PVC SANITARY SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	LF	245	$75.00	$18,375.00	$41.80	$10,241.00	$110.57	$27,089.65	$137.00	$33,565.00	$38.00	$9,310.00
41	NEW GRAVITY SANITARY FEEDER CLEANOUT, INSTALLED, TESTED, AND COMPLETE	EA	3	$2,500.00	$7,500.00	$1,210.00	$3,630.00	$998.89	$2,996.67	$912.00	$2,736.00	$1,100.00	$3,300.00
42	REMOVAL OF EXISTING UNDERGROUND COMMUNICATION LINE	LF	435	$10.00	$4,350.00	$9.90	$4,306.50	$3.65	$1,587.75	$14.00	$6,090.00	$9.00	$3,915.00
43	CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE (MOT)	LS	1	$25,000.00	$25,000.00	$12,397.00	$12,397.00	$3,507.50	$3,507.50	$6,841.00	$6,841.00	$2,000.00	$2,000.00
44	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	LS	1	$7,500.00	$7,500.00	$6,490.00	$6,490.00	$15,332.73	$15,332.73	$3,991.00	$3,991.00	$5,900.00	$5,900.00
45	RIPRAP (RUBBLE DITCH LINING)	LS	1	$3,000.00	$3,000.00	$4,180.00	$4,180.00	$492.41	$492.41	$3,420.00	$3,420.00	$3,800.00	$3,800.00
46	INSTALLATION AND REMOVAL OF SILT FENCE	LF	780	$3.00	$2,340.00	$6.60	$5,148.00	$14.38	$11,216.40	$3.00	$2,340.00	$6.00	$4,680.00
47	MOBILIZATION (10% MAXIMUM)	LS	1	$212,647.50	$212,647.50	$22,000.00	$22,000.00	$50,102.79	$50,102.79	$23,086.00	$23,086.00	$20,000.00	$20,000.00
			SUB-TOTAL BASE BID		**$2,250,000.00**		**$2,710,037.90**		**$2,714,521.57**		**$3,129,000.00**		**$3,076,919.00**
ALLOWANCES													
48	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	ALLOW	1	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00	$75,000.00
49	POTABLE WATER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
50	ELECTRICAL INSTALLATION ALLOWANCE	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
51	SANITARY SEWER INSTALLATION ALLOWANCE	ALLOW	1	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
52	LANDSCAPING, INSTALLED AND COMPLETE	ALLOW	1	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
53	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	ALLOW	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
			SUB-TOTAL ALLOWANCES		**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**		**$150,000.00**
			TOTAL BID (BASE BID + ALLOWANCES)		**$2,400,000.00**		**$2,860,037.90**		**$2,864,521.57**		**$3,279,000.00**		**$3,226,919.00**

APPROVED BY DANIEL J. NICKOLS, JR., PE - ENGINEER OF RECORD

City of New Smyrna Beach

Bid/Proposal Response

Title of Project Name: **Airport Administration Building** Project ID: **17-25-AIR**

Company Name: P.A.V.C.O. Contracting Group, LLC

Print Authorized Officer Name & Title: Michael Fischer - Managing Member

Signature Authorized Officer: [signature]

Submitted Bid Amount: $ 2,308,966.32

Bid Amount Spelled Out: Two million three hundred eight thousand nine hundred sixty six and thirty two cents

Upload the following information/documents as one (1) PDF

Required information/documentation	Check/Included
Copy of Bid Bond, no less than 10% of the submitted bid	✓
City of NSB Form: Authorized Signature/Negotiators	✓
City of NSB Form: Vendor Information Form	✓
City of NSB Form: Vendor Summary Form	✓
City of NSB Form: Completed W9	✓
City of NSB Form: Statement of Insurance	✓
City of NSB Form: Public Entity Crime Information Statement	✓
City of NSB Form: Disputes Disclosure	✓
City of NSB Form: Drug Free Workplace Certification	✓
City of NSB Form: Sworn Statement	✓
City of NSB Form: Non-Collusion Affidavit	✓
City of NSB Form: E-Verify	✓
City of NSB Form: Human Trafficking Affidavit	✓
City of NSB Form: Conflict of Interest	✓
City of NSB Form: Organizational Information	✓
City of NSB Form: Prohibition Against Contracting with Scrutinized Companies	✓
City of NSB Form: Smoke Free Acknowledgement	✓
City of NSB Form: References	✓
City of NSB Form: List of Subcontractors	✓
City of NSB Form: Trench Safety	✓
City of NSB Form: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we P.A.V.C.O. Contracting Group, LLC, (hereinafter called Principal) and Merchants National Bonding Inc. (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Iowa, with its principal offices in the City of West Des Moines, authorized to do business in the State of Florida, in the full and just sum of Ten (10%) of the amount of the Bid Proposal Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of ITB #17-25-AIR Airport Administration Building in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 5 day of November, 2025.

P.A.V.C.O. Contracting Group, LLC
Principal

By _____
Mike Fischer, Manager-Member

Merchants National Bonding Inc.
Surety

By _____
Mark Kowalski, Attorney-in-Fact & Agent

ATTEST:

_____
(SEAL)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Kowalski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5 day of November , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

ITB 17-25-AIR: Airport Administration Building

AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or proposer will be duly bound:

Name	Title	Phone #
Michael Fischer	Managing Member	321-271-8569

Michael Fischer
Print Name

MR 23
Signature/Title)

P.A.V.C.O. Contracting Group, LLC
Company/Business Name

The Bidder/Offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

___ Sole Proprietorship _____ Partnership

_____ Joint Venture __X__ Corporation LLC

State of Incorporation: Florida

Federal I.D. or Social Security number is: 27-0423311

VENDOR INFORMATION

BID #:	17-25-AIR
BID TITLE:	Airport Administration Building

Respondent Information	
Company Name: P.A.V.C.O. Contracting Group, LLC	Federal Employer Identification Number or SS Number: 27-0423311 DUN Number: 83-138-3612
Mailing Address 505 E. New Haven Avenue	Type of Entity (Circle One) LLC (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Melbourne, FL 32901	Incorporated in the State of: Florida
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: (Yes) or No
City, State, Zip Code	Authorized to transact business in Florida (Yes) or No
Telephone No. 321-951-2052	State of Florida Department of State Certificate of Authority Document No: _____
Email Address: mike@pavcollc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: _____	Vice President: _____
Secretary: _____	Treasurer: _____
Other: _____	Other: Managing Member - Michael Fischer

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

MRFscr
Authorized Signature

Michael Fischer
Printed Name

Title: Managing Member

Date: 11-5-2025

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: 11-5-2025

VENDOR NAME: P.A.V.C.O. Contracting Group, LLC

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: General Contracting Services

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
505 E. New Haven Ave.	505 E. New Haven Ave.	505 E. New Haven Ave.
ADDRESS	ADDRESS	ADDRESS
Melbourne, FL	Melbourne, FL	Melbourne, FL
CITY/STATE	CITY/STATE	CITY/STATE
32901	32901	32901
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Michael Fischer

E-MAIL: mike@pavcollc.com

OFFICE PHONE: 321-951-2052

FAX:

MOBILE PHONE: 321-271-8569

FEDERAL TAX ID#: 27-0423311

DUNS Number: 83-138-3612

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

P.A.V.C.O. Contracting Group, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . **P**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

505 East New Haven Avenue

Requester's name and address (optional)

6 City, state, and ZIP code

Melbourne, FL 32901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

2 7 – 0 4 2 3 3 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person mf Date 12.31.24.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

P.A.V.C.O. Contracting Group, LLC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Managing Member

OFFICER TITLE

11-5-2025

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 11-5-2025

Authorized Signature and Title

Michael Fischer - Managing Member

Print Name and Title

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO __X__

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO __X__

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO __X__

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # ITB 17-25-AIR described as:

AIRPORT ADMINISTRATION BUILDING

P.A.V.C.O. Contracting Group, LLC — Firm

11-5-2025 — Date

Authorized Signature and Title

Michael Fischer / Managing Member — Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 11-5-2025

Authorized Signature

Michael Fischer / Managing Member

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Michael Fischer / Managing Member
(Print Individual's Name and Title)
for Michael Fischer / Managing Member
(Print Name of Entity Submitting Sworn Statement)
whose business is P.A.V.C.O. Contracting Group, LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-0423311

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_X_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

M R Rose
_____
(Signature)

Sworn and subscribed before me this 5 day of November, 2025.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

Kelly Brothers
_____
(Notary)

Notary Public State of Florida

My commission expires: 11-19-25

KELLY BROTHERS
MY COMMISSION # HH 194356
EXPIRES: November 19, 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Brevard

Michael Fischer, being first duly sworn, deposes and says that:

He/she is Managing Member of P.A.V.C.O. Contracting Group, LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Managing Member
Title

Subscribed and sworn to before me this 5 day of Nov, 2025

Kelly Brothers

Notary Republic
Title

My Commission Expires: 11-19-25

NOTARY PUBLIC STATE OF FLORIDA
KELLY BROTHERS
MY COMMISSION # HH 194356
EXPIRES: November 19, 2025

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: P.A.V.C.O. Contracting Group, LLC

Consultant E-Verify Registration Number: 2527270

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: _____

Print Name: Michael Fischer

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 5th Day of November, 2025. She/He is personally known to me or has produced _____ As identification.

KELLY BROTHERS
MY COMMISSION # HH 194356
EXPIRES: November 19, 2025

Kelly Brothers
Notary Public

My commission expires: 11-19-25

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: P.A.V.C.O. Contracting Group, LLC

Authorized Signature: _____ Date: 11-5-2025

Printed Name: Michael Fischer

Title: Managing Member

STATE OF FL

COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 5th day of November, 2025, by Michael Fischer, as Managing Member on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

KELLY BROTHERS
MY COMMISSION # HH 194356
EXPIRES: November 19, 2025

Signature of Notary Public
Kelly Brothers
Name of Notary Typed, Printed or Stamped
My Commission Expires: 11-19-25

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Melbourne

Before me, the undersigned authority, personally appeared Michael Fischer

who was duly sworn, deposes, and states:

1. I am the Managing Member of P.A.V.C.O. Contracting Group, LLC with a local office in Melbourne, FL (City & State) and principal office in Melbourne, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **ITB 17-25-AIR: Airport Administration Building.**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

Michael Fischer
Typed Name

Managing Member
Title

M Rose
Signed

11-5-2025
Dated

Sworn to and subscribed before me this 5 day of November 2025.

Personally known ✓ OR produced identification ____. Identification type: ____

Notary Public: State of FL County of Brevard

Kelly Brothers
Printed, typed, or stamped commissioned name of notary public

My commission expires: 11-19-25

KELLY BROTHERS
MY COMMISSION # HH 194356
EXPIRES: November 19, 2025

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include:**

✓A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
☑ Corporation	☐ Partnership	☐ Non-Profit
☐ Joint Venture	☐ Sole Proprietorship	☒ Other (Please specify) LLC

State of Incorporation	Florida
Principal Place of Business (Enter Address)	505 E. New Haven Ave., Melbourne, FL 32901
Federal I.D. Number	27-0423311

By the signature(s) below, I/we, the undersigned, as authorized signatories to commit the firm, certify that the information as provided in the **Organizational Information**, is truthful and correct at the time of submission.

Proposer/CONSULTANT Name: Michael Fischer

Mailing Address: 505 E. New Haven Ave., Melbourne, FL 32901

Telephone Number: 321-271-8569 Fax Number: _____ E-mail Address: mike@pavcollc.com

Authorized Signature	Michael Fischer Printed Name	27-0423311 FEIN
Managing Member Title	11-5-2025 Date	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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Florida Department of State
Division of Corporations
Public Access System

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P.A.V.C.O. Contracting Group, LLC

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ARTICLES OF ORGANIZATION FOR LIMITED LIABILITY COMPANY

ARTICLE I - NAME

The name of the Limited Liability Company is: **P.A.V.C.O. Contracting Group, LLC.**

ARTICLE II - ADDRESS

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:	*Mailing Address:*
1905 Airport Boulevard Melbourne, FL 32901	1905 Airport Boulevard Melbourne, FL 32901

ARTICLE III - REGISTERED AGENT, REGISTERED OFFICE & REGISTERED AGENT'S SIGNATURE

The name and the Florida street address of the registered agent are:

Michael R. Fischer
1905 Airport Blvd.
Melbourne, FL 32901

Having been named as registered agent and to accept service of process for the above-stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties and I am familiar with and accept the obligations of my position as registered agent as provided in Chapter 608, F.S.

Michael R. Fischer, Registered Agent

ARTICLE IV - MANAGER(S) OR MANAGING MEMBER(S)

The name and address of each Manager or Managing Member is as follows:

Title: "MGR" = Manager "MGRM" = Managing Member	Name and Address:
MGRM	Michael R. Fischer 701 Brookside Dr. Indialantic, FL 32903
MGRM	Stephen A. McGann 537 Coconut Drive Indialantic, FL 32903

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Michael R. Fischer, Registered Agent

(In accordance with Section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Michael R. Fischer

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135
PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to section 215.4725, Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with the Iran Petroleum Energy Sector List or it is found to have been engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Company Name: P.A.V.C.O. Contracting Group, LLC

FEIN: 27-0423311

Authorized Representative Name and Title: Michael Fischer / Managing Member

Address: 505 E. New Haven Ave.

City: Melbourne State: FL Zip: 32901

Phone Number: 321-271-8569 Email Address: mike@pavcollc.com

Certified By: Michael Fischer Managing Member

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CITY OF NEW SMYRNA BEACH
ACKNOWLEDGEMENT OF SMOKE FREE WORKPLACE

The City strives to improve working conditions and protect the health of employees and the general public. In accordance with the "Florida Clean Air Act" (Florida Statutes, Chapter 386), it is policy of the City to provide a healthy, comfortable, and safe environment in all respects by prohibiting use of all tobacco products in all City buildings, City properties (including rights-of-way), and in all City vehicles.

- Smoking or using a vapor-generating electronic device is prohibited in all City owned or leased buildings, including offices, hallways, waiting rooms, restroom, and break rooms.

- Smoking is not prohibited on City grounds. Those who choose to smoke must do so on their regularly scheduled breaks, or meal periods, off of City property.

All employees assigned to this contract shall acknowledge, sign and comply with the City's Non-Tobacco use policy.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ Date: 11-5-2025

Authorized Signature and Title

Michael Fischer / Managing Member

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Sebastian Airport			
Type of Project/Service: Hangar D Build Out			
Address: 202 Airport Drive E, Sebastian, FL 32958			
Contracting Agency/Client: City of Sebastian			
Contact Name and Phone #: Jeff Sabo - 772-633-0897			
Contact Email Address and Fax #: Jsabo@cityofsebastian.org			
Contract Amount: $93,800	Start Date: February 2025		End Date: March 2025
Project #2:			
Project Name: Del Taco			
Type of Project/Service: New Restaurant Build			
Address: 3105 E Colonial Dr., Orlando, FL 32803			
Contracting Agency/Client: Del Taco Corporate			
Contact Name and Phone #: Brian Pitts - 706-491-6848			
Contact Email Address and Fax #: Bpitts@bluehorizonsllc.com			
Contract Amount: $1,422,769	Start Date: Sept 2023		End Date: April 2024
Project #3:			
Project Name: Del Taco - MainGate			
Type of Project/Service: New Restaurant Build			
Address: 7531 Irlo Bronson Hwy, Kissimmee, FL 34747			
Contracting Agency/Client: Del Taco Corporate			
Contact Name and Phone #: Brian Pitts - 706-497-6848			
Contact Email Address and Fax #: Bpitts@bluehorizonsllc.com			
Contract Amount: $1,626,268	Start Date: Dec 2023		End Date: Sep 2024

Project #4:					
Project Name:	Magnolia Ridge				
Type of Project/Service:	New Construction - Health & Rehabilitation Facility				
Address:	6517 NW 39th Ave., Alachua County, FL 32606				
Contracting Agency/Client:	Alachua County HRC, LLC				
Contact Name and Phone #:	Deborah Kennedy - 678-592-3396				
Contact Email Address and Fax #:	dkennedy@sbkcapital.com				
Contract Amount:	$26,519,720	Start Date: May 2020		End Date: November 2021	

Project #5:					
Project Name:	Clear Choice				
Type of Project/Service:	3 Phase - Renovation and Addition - Office Building				
Address:	5270 N Hwy 1, Palm Shores, FL 32940				
Contracting Agency/Client:	Clear Choice Healthcare, LLC				
Contact Name and Phone #:	Geoff Fraser - 321-288-0171				
Contact Email Address and Fax #:	gfraser@clearchoicehc.com				
Contract Amount:	$1,966,400	Start Date: September 2022		End Date: November 2025	

COMPLETE AND SUBMIT WITH YOUR RESPONSE

Required Form: Designated List of Subcontractors TB
ITB 17-25-AIR: Airport Administration Building

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	Koontz Heating & Air		
City, State:	Holly Hill, FL		
Description of Work:	Install HVAC System		
Percent of Total Bid Cost:	5%	*Florida Contractor's License #*	CAC 1822599

Subcontractor 2:			
Name:	Baylor Construction, Inc.		
City, State:	Daytona Beach, FL		
Description of Work:	Install Framing & Drywall		
Percent of Total Bid Cost:	7.4%	*Florida Contractor's License #*	CGC 059049

Subcontractor 3:			
Name:	JBI Contractors		
City, State:	New Smyrna Beach, FL		
Description of Work:	Sitework, Demo, Underground Utility Removal, Excavation		
Percent of Total Bid Cost:	17%	*Florida Contractor's License #*	CBC1259950 CUC1225423

Required Form: Designated List of Subcontractors

Subcontractor 4:			
Name:	Brevard Concrete Paving, Inc.		
City, State:	Cape Canaveral, FL		
Description of Work:	Concrete and Paving		
Percent of Total Bid Cost:	7%	*Florida Contractor's License #*	CGC 1527641

Subcontractor 5:			
Name:			
City, State:			
Description of Work:			
Percent of Total Bid Cost:		*Florida Contractor's License #*	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

TRENCH SAFETY STATEMENT

Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the cost of compliance with the applicable trench safety standards as follows:

TRENCH SAFETY MEASURE (DESCRIPTION)	UNITS OF MEASURE (LF, SY)	UNIT QUANTITY	UNIT COST	EXTENDED COST
A. Benching & Ladder	N/A	1	0.00	0.00
B.				
C.				
D.				
TOTAL:				

NOTE: The total cost shown herein is already included in the various items in the Total Base Bid in the CONTRACTOR's Proposal and is not additional to the pricing submitted on the Bid Form.

Bidder, by signature below, assures that the CONTRACTOR performing trench excavating will comply with the applicable Trench Safety Standards. Failure to complete the above and submit with the Bid Form along with other required bidding documents, may result in the bid being declared non-responsive.

NOTE: BEFORE EXECUTION, CONTRACTOR IS REQUESTED TO REVIEW BOTH PAGES OF THIS DOCUMENT.

Submitted, signed and sealed this 5th day of November, 2025.

CONTRACTOR P.A.V.C.O. Contracting Group, LLC

By:
Name: Michael Fischer Title: Managing Member

Business Address: 505 E. New Haven Ave., Melbourne, FL 32901

ATTEST:

Signature Seal

NOTE:

If the CONTRACTOR intends to install pipe by some other method than trenching under the definitions found in the Florida Trench Safety Act (90-96, Laws of Florida), he shall so indicate by outlining in the space provided below the method he proposes and how it will comply with the Florida Trench Safety Act and related OSHA Standards for the OWNER's evaluation.

The Cost of accomplishing the work by any alternate methods to trenching is included in the bid prices shown in the CONTRACTOR's Proposal. Outline of Alternate Method:

Submitted, signed and sealed this 5th day of November, 2025.

CONTRACTOR P.A.V.C.O. Contracting Group, LLC

By:

Name: Michael Fischer Title: Managing Member

Business Address: 505 E. New Haven Ave., Melbourne, FL 32901

ATTEST:

Signature Seal

**** THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.**

END OF SECTION

ADDENDUM 1
ITB 17-25-AIR, AIRPORT ADMINISTRATION BUILDING
October 8, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 17-25-AIR, Airport Administration Building, issued September 22, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments: October 7, 2025, Prebid Agenda
October 7, 2025, Prebid Meeting Sign-in Sheet, including Teams Attendance

Questions/Answers:

1. **Question:** Will there be any requirements OR interest in Aerial project documentation, pre/post site conditions, progress photos/video etc.?

   Answer: The Contractor shall field-verify all pre-construction conditions for their own record and notify the Engineer of any discrepancies with the plans, as shown on sheet CE101. There are no requirements/interest for aerial documentation or progress photos/videos completed by the Contractor as a part of this solicitation.

2. **Question:** How much is the estimated budget for this project?

   Answer: $2.2 million

3. **Question:** How many people will be working in the temporary administration trailer?

   Answer: There will be three personnel working at all times in the temporary administration trailer. However, regular airport operations will continue within the trailer, and access will remain open to tenants, maintenance staff, and other authorized personnel.

4. **Question:** On pages 70-3 and 70-4 in the spec book, it says work A is to be completed concurrently with work B1, but it does not specify when work B2 is to be completed. Can you please advise if work B2 adds 15 days to the original 200 days, or is it to be concurrently done with work A?

Answer: Work Area B2 shall be executed concurrently with Work Area A, as outlined in Section 80-08, Construction Safety and Phasing Plan, and on sheet GC101.

5. **Question:** What is the bid bond percentage?

   Answer: 10%

6. **Question:** S1 indicates Wood trusses however S7 Shows the trusses to be pre-engineered, pre-fabricated light gauge steel trusses. Please review design intent.

   Answer: Design intent shall be pre-engineered, pre-fabricated light gauge steel trusses.

7. **Question:** The bid form spec column references do not correspond with the drawing sheets. Please review.

   Answer: Specification references for items P-620, P-610, and D-754, as well as the removal of the existing fence line and light poles, have been clarified in the drawings.

8. **Question:** Cable manufacturer – Panduit, Commscope, Hubbell:

   Answer: This question will be answered in Addendum 2.

9. **Question:** Please provide spec or detail for the Alum. covered awnings indicated on A601.

   Answer: The basis of design is "475- Bahama Shutter" from The Awning Factory with a 2"x2" frame thickness and bottom support.

10. **Question:** Number of cables per AP?

    Answer: This question will be answered in Addendum 2.

11. **Question:** Number of cables per location (2 or?)

    Answer: This question will be answered in Addendum 2.

12. **Question:** Plenum or riser rated cable?

    Answer: This question will be answered in Addendum 2.

13. **Question:** Does voice/ data need to be installed in a full conduit system or is stubs and free air cabling acceptable?

    Answer: This question will be answered in Addendum 2.

14. **Question:** Does the access control need to be installed in a full conduit system or is stubs and free air cabling acceptable?

    Answer: This question will be answered in Addendum 2.

15. **Question:** Is this a Davis Bacon wage project and if so, can you provide the Davis Bacon wage rate sheet for this job?

    Answer: This project is not anticipated to receive federal funding; therefore, Davis Bacon Wage Rates are not required for the project.

16. **Question:** On sheet CU101 note #99 it says to install new conduit and feeders to "existing" utility transformer but on sheet E401 Riser diagram detail #1 it says the Utility transformer is "new". Please clarify if this is new or existing.

    Answer: The connection shall be made to the existing transformer.

17. **Question:** If the utility transformer is new, please indicate on the drawings the location of the new transformer.

    Answer: A new transformer is not included in the scope. The connection shall be made to the existing transformer.

18. **Question:** On sheet CU101 note #115 it says "contractor shall coordinate tie-in location with primary utility service provider" is this for the telephone and cable conduits?

    Answer: Yes, this applies to all work associated with the installation of the underground communication lines.

19. **Question**: On sheet E401 it shows a key note #2, Bid alternate #1 for a 200amp generator with ATS to back up the entire building, is there any specifications for this generator, fuel tank size, docking station, location of generator, is there clarences in the electrical room for the new ATS switch, etc.?

    Answer: Acceptable manufacturers are Generac, Kohler, Caterpillar and Detroit Diesel with Asco ATS(s). Allow for 24 hr. of operation based on manufacturer/model if accepted and required by the Owner. Bid Alternate "A" will be added to OpenGov to allow for individual pricing to be provided.

20. **Question:** On sheet E401 it shows the lighting fixture schedule showing Columbia lighting, on sheet E301 notes #02 - 03 for the lighting controls as Watt stopper. Who is the approved equal for lighting controls as noted on sheet E301notes #02 & 03 and are there approved equals for the lighting fixtures themselves?

    Answer: Acceptable manufacturers are Leviton, Lutron, Cooper and Acuity.

21. **Question:** On sheet E002, X. Lighting Fixtures - note #F, "Owner/ Developer will have right to relocate lighting fixtures or lighting switches within 72" of locations shown on first walk-through at no additional expense, coordinate the walk-through prior to the installation of the wiring." If the owner/ developer is not available at the time of the wiring installation and due to the schedule, we will need to start the wiring, will additional cost be accepted at that time?

    Answer: "What if" scenarios on scheduling conflicts regarding this will be considered on a case-by-case basis.

22. **Question:** On sheet E401 it shows panel schedule for panel "A". That panel is shown as a square-d, 84 space single panel, are there other manufacturers that can be used as alternates or equal to and can the panel "A" be a double tub panel and still have 84 spaces?

    Answer: If wall space allows for proper installation, a 2-section panel may be used. Acceptable manufacturers are Eaton, Ge, Siemens and ABB.

23. **Question:** This project is located on an Airport. Are there any special badging needed for the construction staff/employees that will be building the project?

    Answer: No badging shall be required.

24. **Question:** On sheet CU101 note #117 & #118 says "Contractor shall connect the proposed site lighting to the proposed communications room." & "Proposed site lighting pole, (TYP.), Installed, inspected, and complete." On sheet CU504 site lighting photometric sheet shows installing (4) site poles. Can we get the

electrical site lighting plans, showing circuitry, connection to the communications rooms detail(s), conductor information, sign location if any, etc.?

Answer: Note 118 states, "Contractor shall connect the proposed site lighting to the proposed communications room. Contractor shall submit underground electrical and communications routing plan to the engineer for review and approval.". The underground routing for site lighting shall be determined by the Contractor to prevent conflicts with other utility installations.

25. **Question:** On sheet CU101 note #113 shows 2 - 4"PVC conduits to be installed underground for communications lines. That route it shows in crossing under a new pond #2, please provide a detail for crossing underneath this new pond #2 and not affecting the cabling inside the new 4"PVC conduits.

    Answer: PVC conduits for underground communication lines shall maintain minimum 18" bury depth from final finished grade.

26. **Question:** On sheet CU101, note #114 says "Utility Conflict" this note is shown a few times for the secondary conduits from the new or existing utility power transformer, please provide detail for "Utility Conflict Resolution" for this conflict with the utility secondary power runs.

    Answer: Detail A3/CU501 illustrates the water main crossing in accordance with the City of New Smyrna Beach standard details. Additionally, Detail C1/CU502 provides utility separation requirements for water, wastewater, and other utilities. Utility conflict notes highlight locations where utilities cross, and separation/clearance requirements must be met.

27. **Question:** Is a Knox box required for this project and if so, will it be monitored on non-monitored?

    Answer: A Knox Box is required per City of New Smyrna Beach comments. It will be non-monitored.

28. **Question:** On sheet E002, note #17 says "visit the facility and carefully examine those portions of the building and site affected by this work before submitting proposals, so as to become familiar with the existing conditions and difficulties that will affect execution of the work. Submissions of a proposals will be construed as evidence that such examination has been made and later claims for labor, equipment or materials required because of difficulties encountered will not be recognized". Will we have a chance to perform a site visit/ site walk before the bid date of 10/27/2025?

    Answer: Site visit is available after the non-mandatory pre-bid meeting. Additional site visits may be requested in writing by potential bidders but shall be subject to approval by the Owner. Additional site visits shall be made available to all potential bidders.

29. **Question:** Please confirm the city logo indicated on A601 is provided by owner vendor. B). Please confirm the exterior wording signage is provided by owner vendor. If by GC, please provide details and spec.

    Answer: The physical sign shall be provided and installed by the Owner. The framing and wall panel shall be provided by and installed by the Contractor. The location shall be prepped by the Contractor and readied for installation of the logo by the City or the City Vendor.

30. **Question:** On sheet E002, note #18 says "Contractor shall include in his or her bid the transport and disposal or recycling of ALL waste materials generated by this project in accordance with all rules, regulations and guidelines applicable." Are the subcontractors/trades responsible for providing their own dumpster for waste generated by this project's construction or will this be provided by the awarded GC at no additional cost to the subs/ trades?

    Answer: Waste disposal is the responsibility of the Contractor. Waste disposal may be delegated to subs but is ultimately the responsibility of the Prime.

31. **Question:** On sheet E002, note #26 it says "We are to carry cost to hire a 3rd party independent from the design or construction to perform a lighting controls functionality test that meets the provisions of FECC section C405. Please provide a copy of this sections C405.

    Answer: Code is Florida Building Code - Energy Conservation Code.

32. **Question:** On sheet E201 power plan, in room #111 Administration Office, it shows (2) symbols (as noted on sheet E001) as shunt trip buttons. Please let us know what these are for and what they will be shunting? There is nothing indicated on the panel schedule or any other plans in the bid set.

    Answer: Those 2 are not shunt trips (JLC can change that on their symbols sheet). Those are buttons to release the two main doors where the card readers are located.

Questions/Answers (asked in person at the non-mandatory Pre-bid Meeting (PBM)):

33. **PBM Question:** Please specify which permits shall be the sole responsibility of the Contractor to obtain and maintain.

    Answer: The Consultant has obtained the City of New Smyrna Beach Planning Permit and is currently in the process of securing the SJRWMD permit. The Contractor shall be responsible for obtaining all remaining permits required by the City of New Smyrna Beach, including but not limited to the Building Permit and NPDES Permit. The Contractor shall review all applicable requirements and ensure that all remaining necessary permits are obtained prior to the start of related work.

34. **PBM Question:** Are there any planned or upcoming projects in the vicinity of the Administration Building that could impact construction activities or site access?

    Answer: This question will be answered in Addendum 2.

35. **PBM Question:** Will all QA testing be conducted by the Contractor?

    Answer: Yes, it shall be the Contractor's responsibility to perform all Quality Assurance (QA) testing for the duration of the project. QA Testing shall be witnessed by the RPR and final testing results shall be delivered to the Engineer for review and approval.

36. **PBM Question:** The CD series includes a note indicating that the AC unit is to be removed and re-installed. Could you please confirm the temporary location or placement of the AC unit during construction?

    Answer: The referenced note 21 in the CD series states, "Air conditioning unit to be removed from pad and delivered to the city for re-use. Air conditioning pad shall be demolished and incidental to building demolition, Item P-101.". The AC unit was installed new in 2023, and has significant useful life remaining. The Contractor shall be responsible for pumping down the AC unit, removing the AC unit, and turning it over to the City, who will take full possession of the unit. The City shall be responsible for retrieving the unit from the site once the Contractor indicates that it is ready for pickup. A new AC system shall be installed as part of the proposed Administration Building.

37. **PBM Question:** Are there badging requirements at the airport?

    Answer: There are no badging requirements; however, if access to the alternate stockpile material staging area is needed, the Airport can provide gate cards to the Contractor. If any vehicle operations will occur within the movement or non-movement areas, driver training will be required to ensure the Contractor understands the responsibilities and safety protocols associated with driving on the apron.

38. **PBM Question:** Is there a site lighting plan or layout?

    Answer: Light pole locations and site photometrics have been provided. Note 118 on CU series states, "Contractor shall connect the proposed site lighting to the proposed communications room. Contractor shall submit underground electrical and communications routing plan to the engineer for review and approval.". The underground routing for site lighting shall be planned accordingly to minimize utility conflicts with existing utilities.

39. **PBM Question:** Can the Bid Allowances be explained in more detail?

    Answer: **Security Cameras and System Components** — Furnished, Installed, and Commissioned: This allowance will cover all costs associated with furnishing, installing, and commissioning the security cameras and system components as described. The Contractor must provide detailed invoices for all furnishing, installation, and commissioning activities and will be paid accordingly based on these invoices.

    SP-01: This allowance is provided to cover any additional costs the Contractor may incur from the City of New Smyrna Beach Utilities related to the installation of potable water.

    SP-02: This allowance is provided to cover any additional costs the Contractor may incur from the City of New Smyrna Beach Utilities related to the installation of electrical.

    SP-03: This allowance is provided to cover any additional costs the Contractor may incur from the City of New Smyrna Beach Utilities related to the installation of sanitary.

    SP-04: This allowance will cover all costs associated with furnishing, installing, and completing the full landscape scope of work. The Contractor must provide detailed invoices and will be paid accordingly based on these invoices.

    SP-05: This allowance is provided to cover any additional costs the Contractor may incur from the City of New Smyrna Beach internet provider related to the installation of underground communications.

40. **PBM Question:** Can the contractor have Connex boxes delivered to the site?

    Answer: Yes, the contractor can either place Connex boxes in the Contractor lay-down and personal vehicle parking area or the alternate stockpile material storage area as shown on construction safety and phasing plan.

41. **PBM Question:** Are millings required to construct an access road for the temporary trailer?

    Answer: The location for the temporary trailer is already stabilized; however, prior to construction, the Engineer shall verify whether millings need to be relocated to this area to further stabilize the site.

42. **PBM Question:** Is there a possibility that the City of New Smyrna Beach will waive any permit fees associated with this project?

    Answer: This question will be answered in Addendum 2.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Michael Fischer Proposer Signature: _____

Firm Name (Please Print): P.A.V.C.O. Contracting Group LLC

ADDENDUM 2
ITB 17-25-AIR, AIRPORT ADMINISTRATION BUILDING
October 21, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to ITB 17-25-AIR, Airport Administration Building, issued September 22, 2025.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Attachments:

- The original lettering of the attachments was incorrect. The correct lettering is provided below:
- Attachment A: Public Records
- Attachment B: Draft Contract
- Attachment C: Required Documentation and City Forms
- Attachment D: Revised Drawings
- Attachment E: Bond Forms
- Attachment F: Topographic Survey
- Attachment G: Bid Specifications
- Attachment H: Geotechnical Investigation Report
- Attachment I: New Form, City Required Form, Construction and Demolition Roll-Off Service has been uploaded in OpenGov

- **Revised Timeline:**
  - Bids are due prior to 5:00 pm on November 5, 2025
  - Bid opening is scheduled for 9:00 am on November 6, 2025
  - Recommendation to Commission, December 9, 2025

Carried Over Questions/Answers from Addendum 1:

1. **Question:** Cable manufacturer – Panduit, Commscope, Hubbell:

   Answer: All three cable manufacturers are acceptable.

2. **Question:** Number of cables per AP?

   Answer: 2

3. **Question:** Number of cables per location (2 or?)

   Answer: Provide two unless otherwise directed, and one unit per camera location.

4. **Question:** Plenum or riser rated cable?

   Answer: See code requirements.

5. **Question:** Does voice/ data need to be installed in a full conduit system or is stubs and free air cabling acceptable?

   Answer: Stubs and free air cabling.

6. **Question:** Does the access control need to be installed in a full conduit system or is stubs and free air cabling acceptable?

   Answer: Stubs and free air cabling.

Questions/Answers (asked in person at the non-mandatory Pre-bid Meeting (PBM)):

7. **PBM Question:** Are there any planned or upcoming projects in the vicinity of the Administration Building that could impact construction activities or site access?

   Answer: An anticipated Septic-to-Sewer project is scheduled to extend from the area in front of the Airgate Aviation parking lot into the airport property, extending to the Air Traffic Control Tower. While this project is not expected to interfere with construction activities, there may be overlapping access to the site. Close coordination with the Contractor will be essential throughout the construction period to ensure smooth and efficient operations.

8. **PBM Question:** Could you please provide the specifications for the temporary trailer?

   Answer: See detail A3/GC501 for temporary administration trailer and equipment requirements.

9. **PBM Question:** Is there a possibility that the City of New Smyrna Beach will waive any permit fees associated with this project?

   Answer: The Contractor shall be responsible for covering all required permitting fees.

New Questions/Answers:

10. **Question:** Can you tell me if there is any irrigation for the Airport Admin Project? We saw landscaping but wanted to confirm if there was any irrigation.

    Answer: Irrigation will not be required for this project.

11. **Question:** On sheet A-701, detail 3, and sheet A-710, detail 2, Tube Steel Framing is indicated and refers to the structural drawings. Could you please indicate the location of this on the structural plans?

Answer: This note shall read "Pre-Engineered Light Guage Trusses" and shall be reflected on the shop drawings for the structural engineer to review and approve.

12. **Question:** Verifying roof panel- According to the plans/ specs, the roof panel is to be IMETCO 300 Series, 22 gauge? You are not seeking aluminum panels?

    Answer: Correct, basis of design is a standing seam metal roof, NO aluminum, panels.

13. **Question:** Please provide size and specifications for the new underground communications pull box per note 116 on CU101?

    Answer: The size and specifications of the pull boxes shall be coordinated with the City of New Smyrna Beach Utilities commission and the appropriate utility provider. It is anticipated that unground communications pull boxes will be standard 24" polymer concrete handholes.

14. **Question:** Utility trenching detail B1, C1 on CU503 shows no requirement for a concrete duct bank. Please confirm concrete duct bank is indeed required for installation of UGE from an existing transformer as referenced in note 109 on CU101?

    Answer: Detail C1 has been updated according to represent concrete encased electrical conduit as referenced in note 109.

15. **Question:** Lighting Photometrics on sheet CU504 does not show height requirement for the new light poles. Please provide light pole height, specifications and concrete base detail?

    Answer: Pole height shall not exceed 20 feet above finished ground level. Refer to detail C3/CU504 for the pole specifications, including label and description. Detail A4/CU503 is provided in the plans to indicate the pole height. Direct bury site lighting poles are acceptable.

16. **Question:** Please confirm Thickness /R-value of the poly ISO roof insulation. Sheet A710- 4", Sheet A701- 3".

    Answer: Based on Energy Efficiency Code, contractor shall use 4.5" thickness to confirm meeting the R30 value for the roof. Each manufacturer has different R-values per thickness to achieve this.

17. **Question:** Please confirm the stud Gauge of the framing members on 2/A710

    Answer: Stud gauge is 16 GA. for those members.

18. **Question:** Please confirm that the temporary Admin trailer is provided by the City. Are all utility connections for the temporary trailer provided by the City as well?

    Answer: The Contractor is responsible for procurement, installation, permitting, furnishing, and upkeep of the temporary administration trailer. The trailer shall be maintained by the Contractor until 30 days after receipt of the final certificate of occupancy for the new facility is received. The City shall provide necessary communications and IT connections to and within the trailer to support airport administration staff.

19. **Question:** Is the City responsible for furnishings (furniture, fixtures, and equipment)?

    Answer: See note on sheet A302 – Furn. And Equip Legend. Items shown are to be selected and provided by the owner and contractor installed.

20. **Question:** Sheet A601 refers to a 'Decorative ALUMINUM bracket'. Shee A902 refers to a polyurethane bracket. Are these brackets the same? Sheet A601 does not refer to sheet A902. If so, are the brackets Aluminum or Polyurethane?

    Answer: The exterior brackets shall be painted polyurethane brackets, NOT aluminum.

21. **Question:** It appears that the Low Voltage, Access control, in-building data, Security and camera is handled by owners rep. Please confirm that GC is simply responsible for conduit with pull strings for these items. GC still to provide Fire alarm, and Thermostat low voltage.

    Answer: Correct.

Plan Revisions for Addendum 2:

- **CD101: Demolition Plan**
  - Clarified scope of work related to removal of light poles and removal of fence line. Both items are incidental to site demolition activities.
- **CS501: Geometry and Marking Plan Details**
  - Clarified method of measurement and basis of payment for new pavement markings. Pavement markings shall be in accordance with specification Item P-620.
- **CG501: Grading, Drainage, and Soil Erosion Control Plan Details**
  - Clarified method of measurement and basis of payment for new concrete pavement. Concrete pavement shall be in accordance with specification Item P-610.
- **CG502: Grading, Drainage, and Soil Erosion Control Plan Details**
  - Clarified method of measurement and basis of payment for new concrete pavement. Concrete pavement shall be in accordance with specification Item P-610.
- **CU503: Utility Plan Details**
  - Revised detail C1/CU503 to reflect concrete encasement of electrical conduit under paved surfaces.
  - Revised detail B1/CU503 to remove references to airfield electrical conduit installation and revised installation depth to 36" below final finished grade in accordance with AHJ requirements.
  - Added detail A4/CU503 for site light pole installations. Direct bury poles are acceptable. Fixture mounting heights shall be 20' above final finished grade. Pole bury depth shall be 5' minimum, unless otherwise recommended by the manufacturer. Alternatively, concrete pole bases are an approved equivalent. Concrete pole bases, if used, shall meet or exceed manufacturer recommendations for size and bury depth.

Supplemental Information for Addendum 2:

- **City required forms to be added to the bid solicitation**
  - Construction and Demolition Roll-Off Service Non-Exclusive Franchise Ordinance Application
    - This form shall be utilized by the awarded bidder for procurement of roll-off dumpster services within the City of New Smyrna Beach, if necessary.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions: This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Michael Fischer Proposer Signature: [signature]

Firm Name (Please Print): P.A.V.C.O. Contracting Group LLC

Detail by Entity Name

Florida Limited Liability Company
P.A.V.C.O CONTRACTING GROUP, LLC

Filing Information

Document Number	L09000012991
FEI/EIN Number	27-0423311
Date Filed	02/09/2009
State	FL
Status	ACTIVE

Principal Address

505 East New Haven Avenue
Melbourne, FL 32901

Changed: 06/29/2023

Mailing Address

505 East New Haven Avenue
Melbourne, FL 32901

Changed: 06/29/2023

Registered Agent Name & Address

FISCHER, MICHAEL R
505 East New Haven Avenue
Melbourne, FL 32901

Address Changed: 02/26/2024

Authorized Person(s) Detail

Name & Address

Title MGRM

FISCHER, MICHAEL R
505 EAST NEW HAVEN AVENUE
MELBOURNE, FL 32901

Annual Reports

Report Year	Filed Date
2023	01/20/2023
2024	02/26/2024
2025	02/20/2025

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FISCHER, MICHAEL R

P A V C O CONTRACTING GROUP LLC
505 EAST NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: CGC043355

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

The uploaded bid must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

AIRPORT ADMINISTRATION BUILDING - BASE BID

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
1	--	NEW, GENERAL AVIATION ADMINISTRATION BUILDING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$1,659,506.71	$1,659,506.71
2	--	NEW SITE LIGHTING, INSTALLED, INSPECTED, AND COMPLETE	1	LS	$7,500.00	$7,500.00
3	--	REMOVAL OF EXISTING SITE LIGHTING POLES	5	EA	$750.00	$3,750.00
4	--	TEMPORARY ADMINISTRATION TRAILER AND EQUIPMENT	1	LS	$28,221.11	$28,221.11
5	P-101	DEMOLISH EXISTING ADMINISTRATION BUILDING AND FOUNDATION, COMPLETE	1	LS	$10,960.00	$10,960.00
6	P-101	COLD MILLING EXISTING ASPHALT PAVEMENT, FULL DEPTH	2,100	SY	$5.80	$12,180.00
7	P-101	DEMOLISH EXISTING CONCRETE PAVEMENT, FULL DEPTH	475	SY	$18.00	$8,550.00
8	P-101	DEMOLISH EXISTING BROKEN ASPHALT/GRAVEL PARKING LOT, FULL DEPTH	75	SY	$22.50	$1,687.50
9	P-101	DEMOLISH EXISTING SECURITY ACCESS DOOR STRUCTURE	1	EA	$950.00	$950.00

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
10	P-101	REMOVAL OF EXISTING SIGNAGE	14	EA	$180.00	$2,520.00
11	P-151	REMOVAL OF EXISTING TREE	3	EA	$ 850.00	$2,550.00
12	P-152	UNCLASSIFIED EXCAVATION	1,100	CY	$14.00	$15,400.00
13	P-152	SUBGRADE STABILIZATION	2,360	SY	$7.00	$16,520.00
14	P-211	LIME ROCK BASE COURSE (6" THICKNESS)	470	CY	$85.00	$39,950.00
15	P-403	ASPHALT SURFACE COURSE (2" THICKNESS)	265	TON	$190.00	$50,350.00
16	P-602	EMULSIFIED ASPHALT PRIME COAT	500	GAL	$3.00	$1,500.00
17	P-610	REINFORCED CEMENT CONCRETE PAVEMENT	320	SY	$79.00	$25,280.00
18	P-610	CONCRETE SIDEWALK, 4" THICKNESS	160	SY	$68.50	$10,960.00
19	P-610	CONCRETE PARKING BUMPER GUARD	7	EA	$108.00	$756.00
20	P-610	FDOT TYPE D CURB	460	LF	$21.00	$9,660.00
21	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - YELLOW	25	SF	$28.00	$700.00
22	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - WHITE	275	SF	$28.00	$7,700.00
23	P-620	PAVEMENT MARKINGS, WATERBORNE PAINT - BLUE	55	SF	$28.00	$1,540.00
24	700-1-11	SINGLE POST SIGN F&I GROUND MOUNT, UP TO 12 SF	3	EA	$480.00	$1,440.00

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26	--	NEW, 6' WROUGHT IRON SECURITY FENCE	90	LF	$100.00	$9,000.00
27	--	NEW, 4' WIDTH WROUGHT IRON MAN GATE AND KNOX PADLOCK, INSTALLED AND COMPLETE	2	EACH	$975.00	$1,950.00
28	D-701	NEW 14"X23" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE, CLASS III, INSTALLED	110	LF	$128.00	$14,080.00
29	D-701	NEW CROSS DRAINED MITERED END SECTION, SINGLE BARREL	2	EA	$2,600.00	$5,200.00
30	D-754	FDOT TYPE II CLOSED FLUME INLET	1	EA	$8,450.00	$8,450.00
31	T-904	SODDING	1,400	SY	$5.00	$7,000.00
32	SP-01	REMOVAL OF EXISTING WATER LINE	280	LF	$8.00	$2,240.00
33	SP-01	NEW 2" PVC WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	105	LF	$35.00	$3,675.00
34	SP-01	NEW 1" COPPER WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	100	LF	$29.00	$2,900.00
35	SP-01	NEW 1" PET WATER SERVICE LINE, INSTALLED, TESTED, AND COMPLETE	170	LF	$28.00	$4,760.00

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38	SP-02	NEW 2" PVC CONCRETE ENCASED ELECTRICAL CONDUIT INSTALLED IN PAVEMENT	165	LF	$35.00	$5,775.00
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44	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$1,000.00	$1,000.00
45	C-102	RIPRAP (RUBBLE DITCH LINING)	1	LS	$1,600.00	$1,600.00
46	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	780	LF	$4.00	$3,120.00

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
47	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$125,000.00	$125,000.00
TOTAL						$2,158,966.32

AIRPORT ADMINISTRATION BUILDING - BASE BID - ALLOWANCES

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
48	--	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	$75,000.00	
49	SP-01	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	
50	SP-02	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	
51	SP-03	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	
52	SP-04	LANDSCAPING, INSTALLED AND COMPLETE	1	ALLOW	$15,000.00	
53	SP-05	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	ALLOW	$20,000.00	
TOTAL						$2,308,966.32 including $150,000.00 of required allowances

P.A.V.C.O. CONTRACTING GROUP, LLC.
505 East New Haven Avenue, Melbourne, FL 32901
CONTRACTORS LICENSE #CGC043355

COVER SHEET

DATE: November 5, 2025

RE: Project ID 17-25-AIR

P.A.V.C.O. Contracting Group is pleased to submit the bid proposal for the Airport Administration Building.

The Submitted Bid Amount of Two million three hundred eight thousand nine hundred sixty six dollars and thirty two cents ($2,308,966.32). Please see all proposal documents submitted for this solicitation.

Thank you,

Michael Fischer
Managing Member
P.A.V.C.O. Contracting Group, LLC
505 E. New Haven Ave.
Melbourne, FL 32901

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44	C-102	TEMPORARY AIR & WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS	$1,000.00	$1,000.00
45	C-102	RIPRAP (RUBBLE DITCH LINING)	1	LS	$1,600.00	$1,600.00
46	C-102	INSTALLATION AND REMOVAL OF SILT FENCE	780	LF	$4.00	$3,120.00

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
47	C-105	MOBILIZATION (10% MAXIMUM)	1	LS	$125,000.00	$125,000.00
TOTAL						$2,158,966.32

AIRPORT ADMINISTRATION BUILDING - BASE BID - ALLOWANCES

Item No.	Spec.	Description	Quantity	Unit of Measure	Unit Cost	Total
48	--	SECURITY CAMERAS AND SYSTEMS COMPONENTS, FURNISHED, INSTALLED, AND COMMISSIONED	1	ALLOW	$75,000.00	
49	SP-01	POTABLE WATER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	
50	SP-02	ELECTRICAL INSTALLATION ALLOWANCE	1	ALLOW	$20,000.00	
51	SP-03	SANITARY SEWER INSTALLATION ALLOWANCE	1	ALLOW	$10,000.00	
52	SP-04	LANDSCAPING, INSTALLED AND COMPLETE	1	ALLOW	$15,000.00	
53	SP-05	CITY OF NEW SMYRNA BEACH INSTALLATION OF UNDERGROUND COMMUNICATION LINES AND UNDERGROUND COMMUNICATIONS PULL BOX	1	ALLOW	$20,000.00	
TOTAL						$2,308,966.32 including $150,000.00 of required allowances

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we P.A.V.C.O. Contracting Group, LLC, (hereinafter called Principal) and Merchants National Bonding Inc. (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Iowa, with its principal offices in the City of West Des Moines, authorized to do business in the State of Florida, in the full and just sum of Ten (10%) of the amount of the Bid Proposal Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of New Smyrna Beach, Florida, a bid for the construction of ITB #17-25-AIR Airport Administration Building in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 5 day of November, 2025.

P.A.V.C.O. Contracting Group, LLC
Principal

By _____
Mike Fischer, Manager-Member

Merchants National Bonding Inc.
Surety

By _____
Mark Kowalski, Attorney-in-Fact & Agent

ATTEST:

_____
(SEAL)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Mark Kowalski

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5 day of November , 2025 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FISCHER, MICHAEL R

P A V C O CONTRACTING GROUP LLC
505 EAST NEW HAVEN AVENUE
MELBOURNE FL 32901

LICENSE NUMBER: CGC043355

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/20/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

947

An official website of the United States government Here's how you know

Federal Service Desk Help During Temporary Government Shutdown
Show Details
Oct 9, 2025

Revolutionary FAR Overhaul Impacts to SAM.gov
Show Details
Aug 15, 2025

See All Alerts

You have been assigned a Unique Entity ID!

A confirmation email with a copy of this information has been sent to kristin@pavcollc.com.

Unique Entity ID

P53FX9P5JAN1

P.A.V.C.O. CONTRACTING GROUP, LLC
505 E New Haven Ave
Melbourne, FL 32901-5426 USA

You can **go to your Workspace** to view your Unique Entity ID or update your entity record.

This entity does not have a registration in **SAM.gov**. It only has a Unique Entity ID. This means you may not be eligible for some awards. You can choose to register your entity now or in the future. **Learn more about the difference between only getting a Unique Entity ID and registering your entity.**

Go to Homepage

Go to Workspace

Revolutionary FAR Overhaul Impacts to SAM.gov Show Details
Aug 15, 2025

GET UEI
Entity Search
Confirm Details
Review Entity Information
Add Incorporation Details
Document Upload
Review

Help Guide

Documentation Successfully Submitted

Reference Number
INC-GSAFSD20411880

We should review your documents in **1-3 business days.***

After we look at your documents, we will tell you how to complete your validation.

*This is an estimate of how many business days it will take us to respond. Business days do not include weekends or U.S. federal holidays.

Close

Detail by Entity Name

Florida Limited Liability Company
P.A.V.C.O CONTRACTING GROUP, LLC

Filing Information

Document Number	L09000012991
FEI/EIN Number	27-0423311
Date Filed	02/09/2009
State	FL
Status	ACTIVE

Principal Address

505 East New Haven Avenue
Melbourne, FL 32901

Changed: 06/29/2023

Mailing Address

505 East New Haven Avenue
Melbourne, FL 32901

Changed: 06/29/2023

Registered Agent Name & Address

FISCHER, MICHAEL R
505 East New Haven Avenue
Melbourne, FL 32901

Address Changed: 02/26/2024

Authorized Person(s) Detail

Name & Address

Title MGRM

FISCHER, MICHAEL R
505 EAST NEW HAVEN AVENUE
MELBOURNE, FL 32901

Annual Reports

Report Year	Filed Date
2023	01/20/2023
2024	02/26/2024
2025	02/20/2025

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

This Agreement, dated this __day of _____, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and __P.A.V.C.O. Contracting Group, LLC (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **BID ITB 17-25-BLDG, Title of Bid Airport Administration Building New Smyrna Beach Municipal Airport.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 17-25-BLDG, Title of Bid Airport Administration Building

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ __$2,308,966.32__

SPELLED OUT: __TWO MILLION THREE HUNDRED EIGHT THOUSAND NINE HUNDRED SIXTY-SIX DOLLARS AND 32/100 CENTS__

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Two Hundred (200)**

Contractor's Initials: _____
Construction Contract, Rev. 09/25

consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City advertised bid including construction specifications, drawings and addendums
- Awarded Bid Proposal including bid bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or

Contractor's Initials: _____

unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	**Vendor Name**
Kelly Brothers	P.A.V.C.O. Contracting Group, LLC
Authorized Signature	*Authorized Signature*
Kelly Brothers, Notary Public	Michael Fischer, Managing Member
Print Name and Title	*Print Name and Title*
505 E. New Haven Ave.	505 E. New Haven Ave.
Address	*Address*
Melbourne, FL 32901	Melbourne, FL 32901
City, State, Zip	*City, State, Zip*
Date	*Date*

ATTEST	**CITY OF NEW SMYRNA BEACH**
Sharon Taylor-Harding, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

_____
Carrie Avallone, City Attorney

Date: _____

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this ___ day of _____, 2025 under Agenda Item No._____.

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Michael Fischer. I am over the age of Twenty-one years old. I am the Managing Member (Title) of P.A.V.C.O. Contracting Group, LLC (Business Name), a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: December 2, 2025

Signed: _____

Print Name: Michael Fischer

Title: Managing Member

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the 2 day of December, 2025 by Michael Fischer as Managing Member on behalf of P.A.V.C.O. Contracting Group, LLC who is personally known to me or who has produced _____ as identification.

(Notary Seal)

KELLY BROTHERS
MY COMMISSION # HH 731390
EXPIRES: November 19, 2029

Kelly Brothers

Notary Public, State of Florida

Printed name, commission and expiration of commission term

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF A PROPOSAL BY AVCON, INC FOR CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE NEW AIRPORT ADMINISTRATION BUILDING.

December 9, 2025

Background:

Staff are seeking approval on CPS services for the construction of a new Airport Administration Building at the New Smyrna Beach Municipal Airport. This construction project will add a 5,000-square-foot building to house airport administration functions. Along with the building, there will be site improvements such as paving, grading, drainage, parking for about 24 vehicles, and airside access from the existing aircraft apron. Utility connections for water, sewer, power, phone, and data will also be included, as well as stormwater improvements required by the St. Johns River Water Management District.

The proposal includes grant management and FDOT coordination during the administration phase, the preparation of bid documents and support of the bidding process, and oversight of construction administration. Their construction role includes weekly progress meetings, reviewing submittals, processing change orders, approving payments, conducting final inspections, and providing part-time onsite observation to ensure compliance with contract requirements. The construction period is expected to last about 200 calendar days from the Notice to Proceed. The total cost for this proposal is $150,410.

Findings:

Staff recommends approval of the Avcon, Inc proposal for Construction Administrative Services.

Fiscal Analysis:

Budget # 30430000.334407.26.AAD
Total Cost - $150,410.00
80% - $120,328.00 reimbursable from FDOT
20% - $30,082.00 local share from the Airport Fund

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

Agreement_Between_Avcon___CNSB.pdf
Avcon COI.pdf
EVB Admin CPS Proposal and Work Order.pdf

Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

The Consultant must provide the Certificate of Insurance within fourteen (14) days upon acceptance of the bid by City Commission.

SECTION 6. CONTROLLING LAW, VENUE, AND ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

SECTION 9. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by both parties hereto of equal dignity herewith.

SECTION 10. SEVERABILITY. If during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

James H. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

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

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

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Admiral Insurance Company 24856 INSURER B : Travelers Indemnity Co of Amer 25666 INSURER C : The Travelers Indemnity Company 25658 INSURER D : Travelers Casualty Ins Co Amer 19046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ 1,000,000 $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

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

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/3/2025

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

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

PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Brittany Spears
PHONE (A/C, No, Ext): 407-388-6822 **FAX (A/C, No):** 4078783246
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Travelers Prop Cas Co of America	25674
INSURER D : Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 485710047 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		6807S607425	10/6/2025	10/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2025	10/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP7S607855	10/6/2025	10/6/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7S607763	10/6/2025	10/6/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-08	10/6/2025	10/6/2026	Each Claim Aggregate Deductible	$1,000,000 $2,000,000 $50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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CITY OF NEW SMYRNA BEACH

210 SAMS AVENUE • NEW SMYRNA BEACH, FLORIDA 32168

386-410-2600 • WWW.CITYOFNSB.COM

WORK ORDER NUMBER: #14 DATE _____, 2025

PROJECT: Construction Phase Services – Airport Administration Building

CONTRACTOR/CONSULTANT: AVCON, INC

MASTER AGREEMENT #: RFQ 13-24-AIR CONTRACT TERM DATE: 5/24/27

CITY RESOLUTION #: RES N/A COMMISSION MEETING DATE: N/A

Execution of this Work Order by the City of New Smyrna Beach, FLORIDA (the "City") shall serve as authorization for CONTRACTOR/CONSULTANT (the "Contractor") to proceed with the provision of goods and/or services and/or work in connection with the above project (the "Project"), and as referenced in the Master Agreement (referenced above) and listed in the documents that are attached hereto and incorporated herein by this reference (collectively the "Work").

Contractor shall provide or complete the Work to, or for the benefit of, the City pursuant to the terms of this Work Order and any attachment(s) hereto (collectively the "Work Order").

All services, programs and activities of the City are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the City's Title VI Nondiscrimination Policy, Plan and Procedures.

ATTACHMENTS:

[ ] EXHIBIT A: SCOPE OF SERVICES
[ ] EXHIBIT B: PROJECT STATUS REPORT
[ ] EXHIBIT C: RATE SCHEDULE
[ ] EXHIBIT D: INSURANCE CERTIFICATE/ENDORSEMENTS
[x] OTHER: PROPOSAL

The CONTRACTOR shall provide said services pursuant to this Work Order, its attachments, and the above-referenced Master Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Master Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work shall be completed within 365 days after the date of the execution of this Work Order by the City, provided, however, if a notice to

Contractor's Initials: _____

proceed is required pursuant to any of the attachments hereto or the underlying contract, then N/A days after the date of issuance of a notice to proceed by the City.

COMPENSATION: The City shall compensate Contractor a fixed fee in the amount of $ 150,410.00 (the "Fee") for the Work required to be performed by Contractor pursuant to the terms of this Work Order. Contractor shall perform all Work and provide all associated goods as required by the terms of this Work Order. In no event, shall Contractor be paid more than the Fee set forth above. Payment of the Fee shall be in accordance with to the method described in the City's terms and conditions listed on the City website OR in accordance with the terms and conditions set forth herein or in the underlying contract.

It is expressly understood by the CONTRACTOR That this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

INSURANCE: If the Contractor maintains broader insurance coverage and/or higher limits than the minimums the City requires to be maintained, then City shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

The **Effective Date** of this Work Order shall be the date of execution by the City of New Smyrna Beach, Florida.

AVCON, INC.:

ATTEST

By: _____

Name: Jack E. Thompson, JR

Title: President

Date: 12/03/2025

CITY OF NEW SMYRNA BEACH, FLORIDA, a municipal corporation

ATTEST

By: _____

_____

Title: Department Director/City Manager

Name: _____

Date: _____

Reviewed by: Purchasing: _____ Legal Review: _____

Date: _____ Date: _____

ATTACHMENT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Airport Administration Building

Bidding and Construction Phase Services

PROJECT DESCRIPTION:

The CONSULTANT will provide bidding and construction phase services for the Airport Administration Building Project at New Smyrna Beach Municipal Airport. The building will be approximately 5,000 SF. The site improvements include paving, grading and drainage for landside access and auto parking for approximately 24 vehicles, and airside access from the existing aircraft parking apron (see Exhibit C – Project Sketch). Also included are site utility connections (water, sewer, power, phone, and data), and stormwater improvements required by St. John's River Water Management District (SJRWMD).

CONSTRUCTION PHASE SERVICES:

Administration Phase

The CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the Project's design. In addition, the CONSULTANT shall assist the SPONSOR in the preparation of paperwork required to secure funds for the Project. The specific services to be provided or furnished for this Phase of the Project are the following:

- Grant management.
- Preparation of reimbursement requests.
- Project coordination with the funding agencies.

Bidding Phase

The bidding services consist of preparing the bid documents and assisting the SPONSOR with public advertisement. In addition, The CONSULTANT will aid the SPONSOR by acting as its liaison with FDOT during the bidding process.

- Prepare bid documents for distribution.
- Assist with advertisement.
- Attend and prepare meeting minutes for pre-bid conference.
- Respond to bidder questions, issue addenda.
- Attend bid opening.
- Prepare bid tabulation and recommendation of award.

Deliverables include electronic copies of Bid Documents, and recommendation of award letter uploaded into JACIP.

Construction Phase

Construction Administration

Construction Contract Administration shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with FDOT during the construction of the Project.

Construction Contract Administration includes the following services:

- Prepare reimbursement request packages; coordinate their execution by the SPONSOR and submit to FAA and FDOT.
- Schedule and conduct a pre-construction conference. Prepare and distribute meeting minutes.
- Schedule and conduct weekly construction coordination meetings. Prepare and distribute meeting minutes.
- Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.
- Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.
- Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.
- Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.
- Review and approve monthly and final payments to the Contractor.
- Conduct final inspection of the completed Project with the SPONSOR, FDOT, and the Contractor.
- Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken from the annotated record drawings based upon Contractor provided information and Contractor provided as-built survey.
- Issue certificates of construction completion to the SPONSOR and FDOT.
- Perform an orderly closeout of the Project as required by the SPONSOR and FDOT.

Construction Observation

Construction Observation shall consist of observation on a part-time basis by an engineer/inspector who will also:

- Maintain the Project records in accordance with the FDOT standard requirements.
- Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.
- Observe the Work to determine general conformity with the Contract

Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the engineer/inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.

- Coordinate, schedule, oversee, and review Construction Material Quality Assurance testing in accordance with the Contract and/or the Contractor's approved Quality Control Plan.
- Review of testing and inspection completed by contractor.
- Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR and FDOT.

The construction contract has an approximately 200-calendar day duration from the full notice to proceed. This scope and fee assume that there will be part-time inspection of the project, and it is assumed that one person will be onsite for 20 days of observation, and another person will be onsite weekly for a coordination/progress meeting.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL

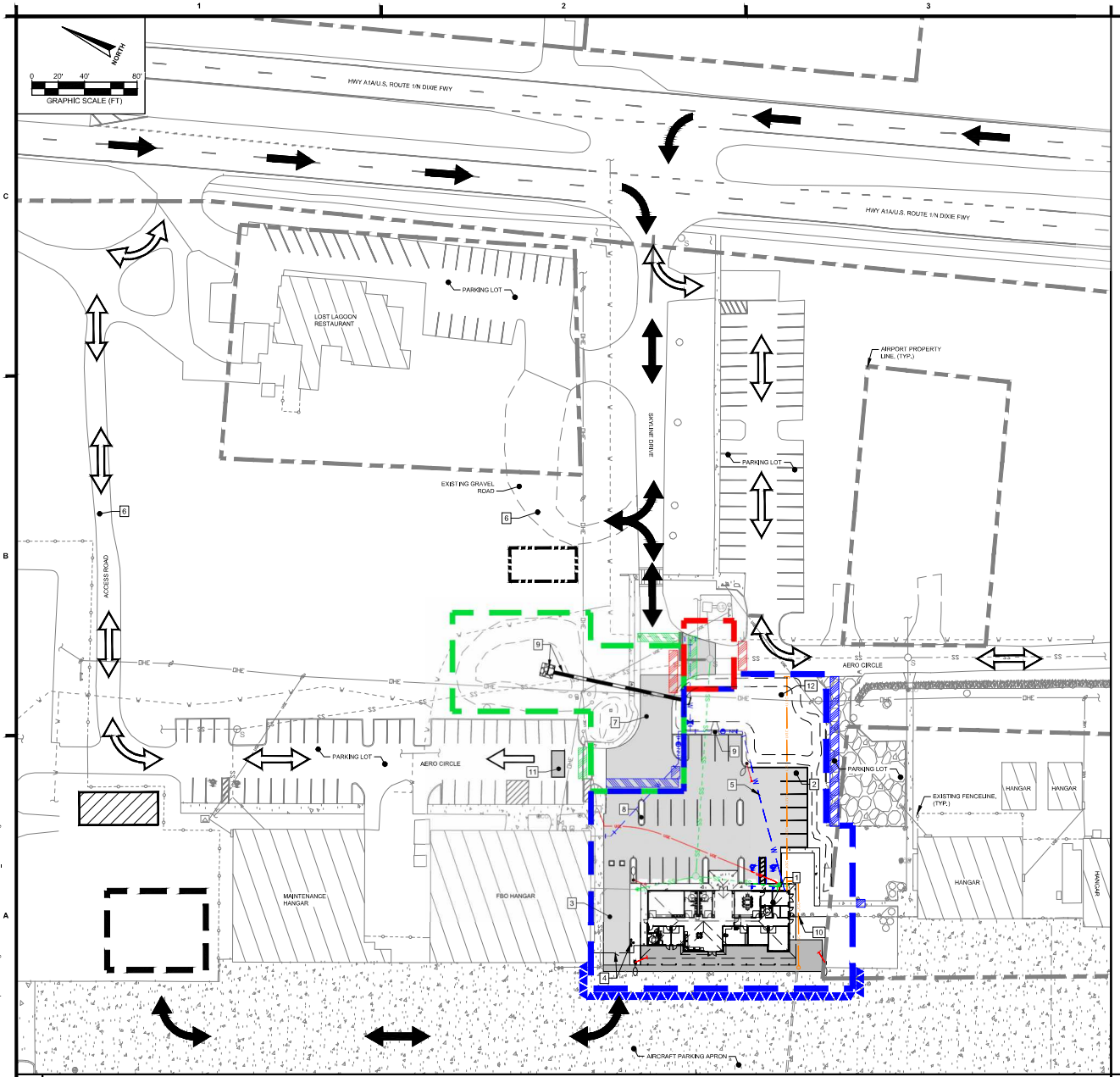
BIDDING AND CONSTRUCTION SERVICES FOR AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT

6/5/2025

TASK	DESCRIPTION	Principal		Sr. Project Manager		Project Engineer		Sr. Inspector		Contract Administrator		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 240	Rate/Hour:	$ 150	Rate/Hour:	$ 140	Rate/Hour:	$ 120	Rate/Hour:	$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**BIDDING**															
1.1	Grant Administration and Project Coordination	2	$ 620	4	$ 960		$ -		$ -		$ -		$ -	6	$ 1,580	$ -
1.2	Prepare bid documents for distribution		$ -	8	$ 1,920	16	$ 2,400		$ -	8	$ 960		$ -	32	$ 5,280	$ -
1.3	Assist with advertisement		$ -	4	$ 960		$ -		$ -	2	$ 240		$ -	6	$ 1,200	$ -
1.4	Attend and prepare meeting minutes for pre-bid conference		$ -	4	$ 960	4	$ 600		$ -	2	$ 240		$ -	10	$ 1,800	$ 1,240
1.5	Respond to bidder questions, issue addenda		$ -	4	$ 960	8	$ 1,200		$ -	4	$ 480		$ -	16	$ 2,640	$ 5,600
1.6	Attend bid opening		$ -	4	$ 960		$ -		$ -		$ -		$ -	4	$ 960	$ -
1.7	Prepare bid tabulation and recommendation of award		$ -	4	$ 960		$ -		$ -	4	$ 480		$ -	8	$ 1,440	$ 1,000
	Subtotal	**2**	**$ 620**	**32**	**$ 7,680**	**28**	**$ 4,200**	**0**	**$ -**	**20**	**$ 2,400**	**0**	**$ -**	**82**	**$ 14,900**	**$ 7,840**
2	**CONSTRUCTION ADMINISTRATION**															
2.1	Grant Administration and Project Coordination	8	$ 2,480	16	$ 3,840		$ -		$ -		$ -		$ -	24	$ 6,320	$ -
2.2	Pre-Construction meeting		$ -	4	$ 960	8	$ 1,200		$ -		$ -		$ -	12	$ 2,160	$ 2,000
2.3	Weekly Construction meetings		$ -		$ -	126	$ 18,900		$ -		$ -		$ -	126	$ 18,900	$ 13,500
2.4	Submittal review and approval, RFI resolution		$ -	8	$ 1,920	24	$ 3,600		$ -	16	$ 1,920		$ -	48	$ 7,440	$ 12,000
2.5	Pay application review and approval		$ -		$ -	28	$ 4,200		$ -	14	$ 1,680		$ -	42	$ 5,880	$ 2,500
2.6	Final punchwalk, final punchlist, and final inspection		$ -	8	$ 1,920	16	$ 2,400		$ -	4	$ 480		$ -	28	$ 4,800	$ 5,500
2.7	Project closeout		$ -	4	$ 960	8	$ 1,200		$ -	4	$ 480		$ -	16	$ 2,640	$ 2,260
	Subtotal	**8**	**$ 2,480**	**40**	**$ 9,600**	**210**	**$ 31,500**	**0**	**$ -**	**38**	**$ 4,560**	**0**	**$ -**	**296**	**$ 48,140**	**$ 37,760**
3	**CONSTRUCTION OBSERVATION**															
3.1	On-site construction observation		$ -		$ -		$ -	200	$ 28,000		$ -		$ -	200	$ 28,000	$ -
	Subtotal	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**200**	**$ 28,000**	**0**	**$ -**	**0**	**$ -**	**200**	**$ 28,000**	**$ -**
4	**QUALITY ASSURANCE MATERIAL TESTING**															
4.1	Quality Assurance Material Testing		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -	$ 13,770
	Subtotal	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**$ 13,770**
	Total	**10**	**$ 3,100**	**72**	**$ 17,280**	**238**	**$ 35,700**	**200**	**$ 28,000**	**58**	**$ 6,960**	**0**	**$ -**	**578**	**$ 91,040**	**$ 59,370**

Total Project Fee	**$ 150,410**



A1 CONSTRUCTION SAFETY AND PHASING PLAN

1. NEW, GENERAL AVIATION ADMINISTRATION BUILDING.
2. NEW, GENERAL ADMINISTRATION PARKING LOT. SEE CS SERIES FOR MORE INFORMATION.
3. NEW, 20' WIDE ACCESS ROADWAY.
4. NEW, 4' CHAIN WROUGHT MAN GATE TO BE INSTALLED. SEE CS SERIES FOR MORE INFORMATION
5. NEW, UTILITY INFRASTRUCTURE (TYP.) SEE CU SERIES FOR MORE INFORMATION.
6. THE CONTRACTOR SHALL IMPROVE AND MAINTAIN EXISTING ACCESS ROADS AT THE APPROXIMATE LOCATION SHOWN. PROPOSED ACCESS ROAD MATERIAL SHALL BE MADE OF ASPHALT MILLINGS OR AN APPROPRIATE EQUIVALENT.
7. NEW, TWO-LANE, 24' WIDE ROADWAY.
8. NEW, LANDSCAPED PARKING LOT ISLANDS, (TYP.).
9. NEW, DRAINAGE INFRASTRUCTURE. SEE CG SERIES FOR MORE INFORMATION.
10. NEW, 6' CHAIN WROUGHT IRON FENCE, (TYP.).
11. OWNER TO COORDINATE WITH ADJACENT TENANT FOR PASSENGER ARRIVAL AND DROPOFF LOCATION.
12. NEW DRY RETENTION POND, SEE CG SERIES FOR MORE INFORMATION.

- WORK AREA A
- WORK AREA B1
- WORK AREA B2
- CONTRACTOR LAY-DOWN AND PERSONAL VEHICLE PARKING AREA
- CONTRACTOR ALTERNATE STOCKPILE MATERIAL STORAGE AREA
- TEMPORARY ADMINISTRATION TRAILER LOCATION
- CONTRACTOR ACCESS ROUTE, (TYP.)
- GENERAL TENANT ACCESS ROUTE, (TYP.)
- LOW-PROFILE BARRICADES INTENDED FOR WORK AREA A, INCIDENTAL TO ITEM GP-80. SEE DETAIL C3/GC501
- CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA A, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501
- CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA B1, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501
- CONSTRUCTION BARRICADES (DRUM) INTENDED FOR WORK AREA B2, INCIDENTAL TO ITEM GP-80, CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE. SEE DETAIL B3/GC501

WORK AREA A:

1. WORK AREA A SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO THE FULL DEMOLITION OF THE EXISTING AIRPORT ADMINISTRATION BUILDING, DRAINAGE IMPROVEMENTS, EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, FOUNDATION WORK, BUILDING CONSTRUCTION, LANDSCAPING, AND MARKINGS.
2. AERO CIRCLE AND SKYLINE DRIVE WILL REMAIN OPEN DURING ALL OPERATIONS. WORK IN THIS AREA SHALL BE LIMITED TO **200 CALENDAR DAYS.** THE START DATE FOR WORK AREA A SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CLOSELY COORDINATE WITH THE CITY AND THE AIRPORT TO EXECUTE THE CLOSURE.
3. EXISTING LANDSIDE AND AIRSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA A SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
8. **AIRPORT PERIMETER FENCE SHALL BE MAINTAINED THROUGHOUT THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN A SECURED AIRFIELD AT ALL TIMES. IF THE CONTRACTOR'S SCHEDULE OR PLANNED SEQUENCE OF EVENTS RESULT IN AN UNSECURED AIRFIELD IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE NECESSARY ARRANGEMENTS TO PROVIDE TEMPORARY FENCING OR TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PLANS SHALL BE SUBMITTED TO THE OWNER AND THE ENGINEER FOR REVIEW AND APPROVAL. COSTS ASSOCIATED WITH THE TEMPORARY FENCING, TEMPORARY GATES, AND TEMPORARY AIRFIELD SECURITY PROVISIONS SHALL BE INCIDENTAL TO ITEM GP-80 CONSTRUCTION SAFETY AND PHASING PLAN COMPLIANCE.**

WORK AREA B1:

1. WORK AREA B1 SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO EXCAVATION/GRADING, PAVING OPERATIONS, UTILITY WORK, AND MARKINGS.
2. WORK AREA B1 SHALL REQUIRE A PARTIAL CLOSURE OF AERO CIRCLE AND WILL BE LIMITED TO **5 CALENDAR DAYS.** THE START DATE FOR WORK AREA B1 SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. **WORK AREA B1 SHALL BE CONCURRENT WITH WORK AREA A.**
3. EXISTING LANDSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
4. WORK AREA B1 SHALL BE CONCURRENT WITH WORK AREA A, BUT NOT CONCURRENTLY WITH WORK AREA B2.

WORK AREA B2:

1. WORK AREA B2 SHALL CONSIST OF ALL PROJECT RELATED SCOPE WITHIN THE WORK AREA LIMITS INCLUDING, BUT NOT LIMITED TO EXCAVATION/GRADING, PAVING OPERATIONS, AND UTILITY WORK.
2. WORK AREA B2 SHALL REQUIRE A FULL CLOSURE AT THE INTERSECTION OF SKYLINE DRIVE AND AERO CIRCLE AND WILL BE LIMITED TO **15 CALENDAR DAYS.** THE START DATE FOR WORK AREA B2 SHALL BE COORDINATED WITH THE OWNER AND ENGINEER AT LEAST 72 HOURS IN ADVANCE. **WORK AREA B2 SHALL BE CONCURRENT WITH WORK AREA A.**
3. EXISTING LANDSIDE PAVEMENT DISTURBED BY WORK IN WORK AREA SHALL BE RESTORED TO THE ORIGINAL CONDITION OR BETTER.
4. WORK AREA B2 SHALL BE CONCURRENT WITH WORK AREA A, BUT NOT CONCURRENTLY WITH WORK AREA B1.

A4 KEYED NOTES, SHEET LEGEND, AND NOTES

BID DRAWINGS

** THIS SHEET SHALL BE PRINTED IN COLOR. SHEETS NOT PRINTED IN COLOR ARE INVALID **

NEW SMYRNA BEACH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 - ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 - FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5957
www.avconinc.com

This item has been digitally signed and sealed by:

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROFESSIONAL SEAL

AIRPORT ADMINISTRATION BUILDING

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

CONSTRUCTION SAFETY AND PHASING PLAN

ATTENTION:

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE (US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION

DESIGNED BY: PV
DRAWN BY: PV, JW
CHECKED BY: DJN
APPROVED BY: DJN
DATE: DECEMBER 2024

FDOT FM NO. 451291-1-94-01
AVCON PROJECT NO. 2023.287.06

CADD: 202328706_GC SERIES

EXHIBIT C

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CONSIDER THE APPROVAL OF A TEMPORARY OCCUPANCY AGREEMENT WITH GTI HOLDINGS FOR PROPERTY ON GOODWIN AVENUE.

December 9, 2025

Background:

Applicant: Darby Tyser, 2064 Bright Way, Deland, FL 32720.

Property Owner: City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

Request: Approval of a Temporary Occupancy Agreement for property located on Goodwin Avenue adjacent to 614 S. Pine St.

Site Information: The subject area is a city-owned vacant lot on Goodwin Avenue proposed to be utilized for staging of materials and equipment to access property on 614 S. Pine St during construction of a new home.

Staff recommends approval.

Fiscal Analysis:

No impact

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

Temp Occ Agreement.pdf
City of New Smyrna Beach, 210 Sams Ave, New Smyrna Beach, FL, 32168-7040.pdf
GTI Map.pdf

TEMPORARY OCCUPANCY AGREEMENT

1. PARTIES. The parties to this Agreement are:

1.1 The CITY OF NEW SMYRNA BEACH, with a mailing address of 210 Sams Avenue, New Smyrna Beach, FL 32168. ("City").

1.2 GTI Holdings, LLC, a Florida limited liability company, with a mailing address at 2064 Bright Way, Deland, Florida 32720, ("GTI").

2. PREMISES.

2.1 City hereby grants permission to GTI to temporarily occupy property located adjacent to 614 S. Pine Street, New Smyrna Beach, Florida 32169 (the "Premises"): The Premises is more particularly described as follows:

LEGAL DESCRIPTION

2.2 S 35 FT LOT 9 BLK 19 DETWILERS 1ST ADD NEW SMYRNA MB 7 PG 85 PER OR 5088 PGS 4155-4157 INC-PN# 741605190090 (from Volusia County Property Appraiser) no title work was provided to the Appraiser.

3. TERM.

3.1 This Agreement shall be for a duration of seven (7) months beginning December 10, 2025, with the option to terminate early upon completion of the project by GTI. This Agreement may be extended by mutual agreement in writing.

4. USE OF PREMISES.

4.1 The premises will be used for construction staging and access to 614 S. Pine Street, New Smyrna Beach, Florida 32169. The material to be stored shall include construction materials such as joists and rafters. GTI shall have access to the Premises to load, unload, and store construction materials, to include vehicles overnight seven days a week. Any other use of the premises must be approved by the City. GTI's licensed subcontractors shall have the same access and use of the Premises during the term of this Agreement.

5. ASSIGNMENT AND SUBLETTING.

5.1 GTI may not assign this Agreement in whole or in part or sublet any part of the premises without first obtaining the City's written consent.

6. COMPLIANCE WITH REGULATIONS.

6.1 GTI must comply promptly with all statutes, ordinances, rules, orders, regulations, and requirements of federal, state, GTI, and city governments and their respective agencies.

6.2 GTI shall save the City harmless from fines, penalties, costs, expenses, and damages resulting from its failure to observe and perform the requirements contained in this section.

6.3 GTI agrees to take exceptional care and require its suppliers and subcontractors to take exceptional care in the handling, loading, transporting and storage of hazardous substances such as fuel, lubricants, etc. GTI shall be and remain liable for any damage, penalties and remediation of any pollution or environmental damage, which GTI, its suppliers and subcontractors cause directly or indirectly on the Premises.

7. INDEMNITY.

7.1 Except to the extent indemnity is provided by insurance, GTI must defend the City and save the City harmless from any and all penalties, loss, costs, injuries or damages, for which City may be or become liable as a result of or in any way connected with the occupancy or use of the premises by GTI, or any failure of GTI to keep or perform the covenants to be kept or performed by GTI under this Agreement.

7.2. Nothing in this agreement shall be construed as a modification, compromise or waiver by the City of any rights or defense of any sovereign immunity provided by Florida law. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

8. INSURANCE

8.1 GTI must, at GTI's expense, obtain and maintain during the Agreement term the following insurance in a form satisfactory to the City, with one or more insurers qualified to do business in Florida:

A. Public and comprehensive general liability insurance, including products and completed operations, with minimum limits of $1,000,000 for injuries to one person arising out of a single incident and $3,000,000 for injuries to more than one person arising out of a single incident, and $500,000 for property damage. The City shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment.

B. Compensation Insurance:

GTI shall procure and maintain, during the life of this contract, Worker's Compensation Insurance for all his employees to be engaged in work under this lease.

C. Proof of Carriage of Insurance:

GTI shall furnish Owner with satisfactory proof of carriage of the insurance as required above.

8.2 The following provision applies to all insurance required under this Temporary Occupancy Agreement:

> The City must be named as additional insured in all policies of insurance. All policies must be delivered to City, together with evidence of premium payment, not less than two days before occupancy of the Premises, showing coverage through the term of this Agreement.

9. CONSTRUCTION AND OTHER LIENS.

9.1 GTI's interest in the Premises and the underlying fee is not subject to any lien for improvements to the Premises undertaken by GTI whether such improvements were made with the consent of the City. The interest of GTI is not and will never be subject to a lien to secure payment for any work, improvements, services, sewers, or material furnished to the property at the request of GTI or made by GTI.

9.2. GTI shall not create, permit or suffer any other lien or encumbrance on or affecting the Premises or improvements thereon.

10. MAINTENANCE & UTILITIES.

10.1 During the term, GTI, at GTI's expense, shall maintain the Premises in a good and orderly condition. GTI shall not commit or permit waste of the Premises and must return them to City on expiration of the term in the same condition as they were in at the start of the term, ordinary wear and tear excepted.

11. CONDITION OF PREMISES.

11.1 GTI acknowledges that: (i) GTI has carefully inspected the premises and found them in a good state of repair and in clean and orderly condition; (ii) no representation has been made to GTI concerning the suitability of the premises for GTI's purposes; and (iii) no promise has been made to GTI that the City will decorate, alter, repair, or improve the premises.

11.2 GTI shall prepare a photographic inventory of the condition of the entrance road prior to the commencement of this Agreement. At the termination of the Agreement, GTI shall prepare another photographic inventory to determine damage, if any, to the entrance road during the term of the Agreement. At the conclusion of the Agreement, GTI shall be responsible for promptly repairing any damage to the entrance road caused by GTI to the reasonable satisfaction of the City Manager.

12. CITY'S LIEN.

12.1 In addition to any other lien conferred on City by law, GTI grants to City a security interest in the personal property of GTI brought onto the premises, to secure payment of the Fee and performance by GTI of all covenants of GTI under this Temporary Occupancy Agreement.

13. RIGHT OF ENTRY.

13.1 The City may enter the Premises at any time for purposes of inspection.

14. WAIVER.

14.1 The City's failure on any occasion to demand GTI's strict observance of GTI's obligations under this Agreement shall not be construed as a waiver of the City's right to demand strict observance of GTI's obligations on any subsequent occasion.

14.2 The City's acceptance of the Fee with knowledge of GTI's default under the Agreement shall not be construed as a waiver of City's right to require GTI to cure the default. If GTI fails to cure the default timely, or if the default is of such nature that it cannot be cured, this Agreement may be immediately terminated at the election of the City.

15. DEFAULT. Time is of the essence in the performance of this Agreement, and GTI will be deemed in default if:

15.1 GTI fails to perform or observe any of GTI's agreements or conditions of this Agreement, for 3 days after demand for performance by the City.

16. REMEDIES.

16.1 In the event of default by GTI, City will have all the rights, privileges, options and remedies provided by law.

17. GENERAL.

17.1 Applicable Law. This Temporary Occupancy Agreement will be governed by the laws of Florida. Venue in the case of any dispute shall be in Volusia GTI, Florida.

17.2 Captions. The captions and headings contained in this Agreement are for convenience only and will not be used to interpret or construe this Agreement.

17.3 Entire Agreement. This Agreement sets out the entire agreement of the parties. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this Agreement shall be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

17.4 Parties Bound. This Agreement is binding on, and inures to the benefit of, the parties and to the heirs, successors, assigns, and personal representatives of the parties.

17.5. Severability. If any provision of this Agreement or its application to any person or circumstance is declared invalid or unenforceable, the remainder of this Agreement shall not be affected but may be enforced to the extent permitted by law.

17.6. Time of the Essence. Time is of the essence in the performance of this Agreement.

EXECUTED this _____ day of _____, 2025.

LESSOR:

CITY OF NEW SMYRNA BEACH,
a municipal corporation.

BY: _____
Fred E. Cleveland, Mayor

ATTEST:

_____ (Seal)
Sharon Taylor-Harding, City Clerk

STATE OF FLORIDA
GTI OF VOLUSIA

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did appear FRED E. CLEVELAND and SHARON TAYLOR-HARDING, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Lease Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this _____ day of _____, 2025.

_____
(Notary Seal) Notary Public

LESSEE:
Executed in the presence of:

GTI Holdings, LLC

BY: _____
Print Name: Darby Tyser

WITNESS #1:

(CORPORATE SEAL)

Jennifer E Tyser
Print Name: Jennifer E Tyser

WITNESS #2:

_____
Print Name: JASON SLICER

STATE OF FLORIDA
GTI OF VOLUSIA

The foregoing instrument was acknowledged before me by Darby Tyser of GTI Holdings, LLC.

Witness my hand and seal this 1st of December, 2025.

_____
Notary Public

(Notary Seal)

Notary Public State of Florida
Jeremy Gray Dykes
My Commission HH 671095
Expires 6/15/2029

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2025

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

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

PRODUCER	CONTACT NAME: Adele Stelter	
Primary Source Insurance Agency Inc 121 E Park Square Owatonna MN 55060	PHONE (A/C, No, Ext): (800) 760-2809	FAX (A/C, No): (877) 446-4631
	E-MAIL ADDRESS: AMStelter@fedins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED GTI Holdings LLC 2064 Bright Way Deland FL 32720	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 GL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		3AA922582	08/02/2025	08/02/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Damage to Premises	$ 100,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Location: 615 Goodwin, New Smyrna Beach, FL 32169.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168-7040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Additional Premium: $Included (Check box if fully earned ☐)

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

A. Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. The insurance afforded to such additional insured will not be broader than that which you are required by the valid written contract or agreement to provide for such additional insured.

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

B. With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or

2. Available under the applicable limits of insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.


City Property
Project Property
0090
0100
0110
0570
0580
Goodwin Ave
Goodwin Ave
GOODWIN AV
S Pine St
S Pine St
S PINE ST

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF CHANGE ORDER 1 TO GREG REYNOLDS CONSTRUCTION, LLC. FOR AMERICAN AERO SERVICES BUILDING RENOVATION ITB NO. 10-25-AIR.

December 9, 2025

Background:

This construction project addresses structural components of a 1981 hangar/office building owned by the airport and leased to American Aero Services. This building had been in disrepair for several years, with termites and a serious mold infestation from water intrusion through the wall. Some issues were not discovered until the renovation was underway because some components could not be fully inspected without taking the building apart. This included the steel work, electrical components, etc. A few other items were added during the project to improve the interior finishes and some HVAC components.

This change order adds $40,080 to the original contract, bringing the total to $247,760, with no extension to the 150-day schedule. The additional work includes electrical corrections made to address non-compliant wiring identified during inspection, and structural improvements include steel framing enhancements, I-beam baseplate repairs, and added purlins. The scope also covers panel attachments, window framing, and concrete repairs, as well as fire sprinkler system updates required by code, ensuring compliance with NFPA-13 standards.

Findings:

Staff recommends approval of Change Order 1 to Greg Reynolds Construction, LLC. for American Aero Services Building Renovation ITB No. 10-25-AIR.

Fiscal Analysis:

The $40,080 is available within the Airport budget.

Strategic Plan Item:

No

Staff Report Created By: Arvin Weese - Airport Director

Attachments:

ROA and Bid Tabulation.pdf
Executed Construction Contract
Change Order #1 - 1501 Airway Renovation.pdf

AVCON, INC.
Engineers & Planners

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
(407) 599-1122
www.avconinc.com

April 18, 2025

Mr. Arvin Weese
Airport Manager
New Smyrna Beach Municipal Airport
602 Skyline Drive
New Smyrna Beach, FL 32168

Reference: Recommendation of Award
American Aero Services Building Renovation (10-25-AIR)
New Smyrna Beach Municipal Airport

Dear Mr. Weese:

On April 1, 2025 at 5:00PM, the Airport opened bids for the **American Aero Services Building Renovation** project. Three bids were received as detailed in the attached bid tabulation and summarized as follows:

Bidder	Total Bid	Bidder	Total Bid
Greg Reynolds Const. LC	$207,680.00	Grass Creek Construction	$410,000.00
S.A. Casey Construction	$235,700.00	Saboungi Construction, Inc.	$441,300.00
APM Construction Corp.	$263,300.00	A.G. Pifer Construction Co. Inc.	$493,930.74
Florida Coast to Coast Construction	$278,000.00	JJ Pro Management LLC	$532,875.00
Boulevard Contractors Corp.	$399,680.00	FSV Construction Company	$577,716.00

The apparent low bidder is **Greg Reynolds Construction LC (Reynolds)** whose Lump Sum Bid Total is **$207,680.** Reynolds responded accordingly to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1.

The second low bidder is S.A. Casey Construction (Casey) whose Lump Sum Bid Total is $235,700. Casey responded accordingly to the questions on the OpenGov website, submitted the required 10% Bid Security with notarized Power of Attorney, and acknowledged Addendum 1. One item noted while reviewing Casey's bid proposal:

- Organizational Information – Missing Articles of Incorporation/Resolution listing members of staff/letter from corp officer listing members of staff authorized signatures

Notwithstanding the City's Legal Counsel review, **AVCON** recommends Award of the Contract to **Greg Reynolds Construction, LC** for the Lump Sum Total of **Two Hundred Seven Thousand, Six Hundred Eighty Dollars and 00/100 ($207,680),** subject to funding eligibility and the availability of funding.

We stand ready to assist in the implementation of this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,

AVCON, INC.



Daniel J. Nickols, Jr., P.E.
Senior Project Manager, Airports

Attachment: Summary of Lump Sum Bids

NEW SMYRNA BEACH MUNICIPAL AIRPORT
ITB NO. 10-25-AIR
AMERICAN AERO SERVICES BUILDING RENOVATION
SUMMARY OF LUMP SUM BIDS

BASE BID				Greg Reynolds Const. LC		S.A. Casey Construction		APM Construction Corp.		Florida Coast to Coast Construction		Boulevard Contractors Corp.	
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordanc	LS	1	$207,680.00	$207,680.00	$235,700.00	$235,700.00	$263,300.00	$263,300.00	$278,000.00	$278,000.00	$399,680.00	$399,680.00
			SUB-TOTAL BASE BID		**$207,680.00**		**$235,700.00**		**$263,300.00**		**$278,000.00**		**$399,680.00**

BASE BID				Grass Creek Construction		Saboungi Construction, Inc.		A.G. Pifer Construction Co. Inc.		JJ Pro Management LLC		FSV Construction Company	
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	American Aero Services Building Renovation, Fully Completed, Permitted, Inspected, Approved, and Ready for Occupancy in Accordanc	LS	1	$410,000.00	$410,000.00	$441,300.00	$441,300.00	$493,930.74	$493,930.74	$532,875.00	$532,875.00	$577,716.00	$577,716.00
			SUB-TOTAL BASE BID		**$410,000.00**		**$441,300.00**		**$493,930.74**		**$532,875.00**		**$577,716.00**

Bid Tabulation completed by Daniel Nickols, P.E. - Senior Project Manager, Airports

Signed:

Digitally signed by Daniel J. Nickols, Jr., P.E.
Date: 2025.04.18 11:18:35-04'00'

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this 2nd day of June, 2025, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and GREG REYNOLDS CONSTRUCTION LC Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **BID 10-25-AIR, Title of Bid AMERICAN AERO SERVICES BUILDING RENOVATIONS.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

BID 10-25-AIR, Title of Bid AMERICAN AERO SERVICES BUILDING RENOVATIONS
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$ 207,680.00

Spelled out: two hundred seven thousand six hundred eighty dollars

Payment will be made in accordance to the awarded bid proposal and the above negotiated agreed upon Contract Price. Change orders, including additions and deductions, must be approved in writing by the Owner. Any change, where the Contractor has materially deviated from the proposed design shall be borne by the Contractor unless such deviation is agreed to in writing by Owner.

ARTICLE III: Contract Time

The Contractor agrees to commence work within Ten (10) CALENDAR DAYS after the date of

the Notice to Proceed letter and shall achieve Substantial Completion within **One Hundred and Twenty (120)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid including Construction Specifications, Drawings, and Addendums
- Awarded Bid Proposal with Bid Bond

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VIII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract,

including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE IX: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE X: Human Trafficking

This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Contractor has provided the Human Trafficking Affidavit.

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

Contractor's Initials: BK
Construction Contract, Rev. 09/24

ARTICLE XI: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

Attest	Vendor Name
Amy Reynolds	Greg Reynolds
Authorized Signature	*Authorized Signature*
Amy Reynolds	Greg Reynolds MGMR
Print Name and Title	*Print Name and Title*
1910 Alice Dr	1910 Alice Dr.
Address	*Address*
Astor FL 32102	Astor FL 32102
City, State, Zip	*City, State, Zip*
5/21/25	5/21/25
Date	*Date*

ATTEST

Sharon Taylor-Harding

Sharon Taylor-Harding, Interim City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 27, 2025

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone

Carrie Avallone, City Attorney

Date: 6/2/2025

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 13 day of May, 2025 under Agenda Item No. 6(9).

Contractor's Initials

Human Trafficking Affidavit
(Section 787.06, Florida Statutes)

Instruction: "Contractor", defined as any person or nongovernmental entity seeking to engage in business with the City of New Smyrna Beach ("City"), must complete the following form.

The undersigned, on behalf of Contractor, hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract to entities that use coercion for labor or services.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Contractor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Contractor: Greg Reynolds Const LLC

Authorized Signature: Greg Reynolds Date: 4/24/25

Printed Name: Greg Reynolds

Title: Pres

STATE OF FL

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of March, 2025 by Greg Reynolds on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

CHRISTINE S. BOLDRICK
MY COMMISSION EXPIRES
APRIL 24, 2025
#HH 075046
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Signature of Notary Public: Christine S Boldrick

Name of Notary Typed, Printed or Stamped

My Commission Expires: 4/24/2025

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2025

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

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

PRODUCER	CONTACT NAME: Paula Shephard, CISR	
Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	PHONE (A/C, No, Ext): (386) 767-3161	FAX (A/C, No): (386) 760-1770
	E-MAIL ADDRESS: paula@catonhosey.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Owners Insurance Company	32700
INSURED Greg Reynolds Construction LC 1910 Alice Dr Astor FL 32102-7987	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL24102133508 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			72289053	11/11/2024	11/11/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

ITB 10-25-AIR AMERICAN AERO SERVICES BLDG RENOVATION
THE CITY OF NEW SMYRNA BEACH IS INCLUDED AS ADDITIONAL INSURED WITH REGARD TO GENERAL LIABILITY COVERAGE AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave
New Smyrna Beach FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula Shephard

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Date: November 17, 2025

CHANGE ORDER

Project: American Aero Services Building Renovation

Owner: City of New Smyrna Beach

Resident Engineer: AVCON, INC.

Contractor: Greg Reynolds Construction, LC

1910 Alice Drive

Astor, FL 32102

C.O. Number:	1
FAA AIP No.:	N/A
FDOT FM No.:	N/A

CONTRACT ITEM # & SPEC		DESCRIPTION	ADD or CREDIT	AMOUNT
--		(SEE ATTACHED C/O PROVIDED BY GRC)	ADD	$40,080.00

NET TOTAL OF CHANGE ORDER MODIFICATIONS:	**ADD**	**$40,080.00**

CONTRACT SUMMARY			
Orig. Contract Price:	$207,680.00	Original Contract Time:	150 Days
Change Order #1 - ADD:	$40,080.00	Change Order #1:	0 Days
Revised Contract Amount:	**$247,760.00**	Revised Contract Time:	150 Days
Net Change from Original Contract Price - ADD:	$40,080.00		

AUTHORIZED SIGNATURES:

ACCEPTED: Greg Reynolds Date: 11-21-25

Contractor: Greg Reynolds Construction, LC

RECOMMENDED: Daniel J. Nickols, Jr. Date: 11-17-2025

Engineer of Record: AVCON, INC. - Daniel J. Nickols, Jr., PE

APPROVED: _____ Date: _____

Owner: City of New Smyrna Beach

Proj No.: 10-25-AIR

GREG REYNOLDS CONSTRUCTION, LC

Office: 386-671-2569 Email: grclc@yahoo.com

Website: http://gregreynoldsconstructionlc.com/

CGC1516402 CCC1327763 CBC1253109

November 17, 2025

Attn: Dan Nickols
NSB Airport – American Aero Services Bldg. Renovation - 1501 Airway Cir

Final Change Order Itemization

INTERIOR

Required interior finishes on the bottom floor of the north wall and west wall.

Scope of Work:

- Utilize the same stud size as currently applied within the scope of work.
- Install studs to the inside of the existing girts.
- Insulate open wall cavities.
- Finish with drywall, tape, finish, and paint.
- Paint color to be selected by the owner.
- New finishes to be cleanly integrated into or terminated at the existing interior wall finishes.

SUBTOTAL: $4,250.00

HVAC

Required to meet code and pass inspection.

Equipment Installed:

- (2) Honeywell T6 Pro Series Thermostats
- (2) Condensate Pumps
- (2) Filter Racks with Grilles

Scope of Work:

1. Condensate Pump Installation:
   - Install one condensate pump per HVAC unit to replace existing drain lines.
   - Route discharge lines from each pump along the line set to an exterior point, ensuring proper drainage and code compliance.
2. Thermostat Installation:

- Run new thermostat wiring from each HVAC unit to customer-specified locations.
- Install and configure two Honeywell T6 Pro Series thermostats, including setup and operational testing.

3. Filter Rack and Grille Installation:
   - Install filter racks and grilles on the return side of each HVAC system to improve air filtration and system efficiency.

SUBTOTAL: $3,500

System Service and Repair:

1. Initial Assessment and Diagnosis:
   - Upon startup, Unit 1 blower motor was found to be inoperable.
2. Blower Motor Replacement:
   - Ordered and installed a replacement blower motor for Unit 1.
3. System Startup and Testing:
   - Started both Unit 1 and Unit 2 after motor replacement.
   - Conducted operational testing on both units.
4. Refrigerant Charge Adjustment:
   - Identified low refrigerant levels in both units.
   - Added 1.5 lbs of R-410A to Unit 1.
   - Added 2.0 lbs of R-410A to Unit 2.
   - Charged both systems to achieve optimal subcooling levels.
5. System Performance Verification:
   - Verified airflow at each vent.
   - Confirmed both units are operating efficiently.

SUBTOTAL: $2,300

ELECTRICAL

Required following completion/passing of electrical rough inspection.

Reference Notification (Email from Steve Woodworth on 9/8/25 at 2:15pm): *"On Wed 9/3/2025 the New Smyrna Beach Building Dept. completed a "electrical rough" inspection at the location above. The newly installed wiring passed the inspection without incident. While making the inspection it was observed there is* ***non-compliant wiring feeding an exterior light****, and a* ***junction box behind the drywall where it is inaccessible****. These defects will need to be corrected prior to Building Dept. acceptance. Florida Building Code Existing Building 1008.2."*

Corrections completed.

SUBTOTAL: $300.00

STEEL FRAMING

Scope of Work:

1. West Wall:

- Add additional post from finished floor to roof purlin.
- Install approximately 24' post using 4x8x1/8 tubing.
- Rental equipment required.

- Additional welding time required.

2. Northwest Wall:

- Add additional purlin based on engineer's inspection of existing purlin condition.
- Additional welding time required.

3. Framing Around 2nd Floor Door:

- Install additional purlin and light gauge steel framing.
- Additional welding time required.

SUBTOTAL: $9,640.00

I-BEAM AND 5" COLUMN REPAIRS

Scope of Work:

- Temporarily support I-beam column.
- Remove existing baseplate due to corrosion.
- Install new ½" baseplate under I-beam.
- Weld new ½" plate to inside webbing of I-beam in four locations.
- Weld new plates around entire perimeter to new baseplate and existing I-beam.
- Install (3) ¾" x 12" all-thread dowels to new baseplate.

SUBTOTAL: $5,390.00

PANEL ATTACHMENTS

Scope of Work:

1. Panel Stud Installation:

- Install 3.5" metal stud to floor for panel attachment: 155 LF total.
- Attach using 2¾" Tapcon screws spaced 2' on center.

2. Concrete Repair and Stud Installation:

- Remove loose/cracked portions of damaged concrete slab corners.
- Install form board and pour hydraulic cement.
- Attach metal stud: 115 LF total.

SUBTOTAL: $6,125.00

WINDOW FRAMING

Scope of Work:

- Demolish existing wood framing of window on north wall (approx. 3'x4').
- Frame new window opening with 18-gauge metal studs per plans.
- Install drywall on window returns, finish, and paint
- Install outside corner trim and paint

SUBTOTAL: $975.00

FIRE PROTECTION (FIRE SPRINKLER UPDATES AS REQUIRED BY AHJ)

Scope of Work:

- Remove all Pendant fire sprinkler drops and heads, then plug each outlet.
- Remaining upright type fire sprinkler heads to be relocated as needed per NFPA-13 and local codes.
- All existing upright fire sprinkler heads to be replaced with new heads.

- Note: New area to be listed as storage, with no ceiling.
- Permit and drawings provided.
- Fire sprinkler system to be placed back into service at the end of each working day.

SUBTOTAL: $7,600.00

GRAND TOTAL CHANGE ORDER:

$40,080.00 (Forty Thousand Eighty Dollars and Zero Cents)

THE CITY OF NEW SMYRNA BEACH - CITY MANAGER'S OFFICE

CONSIDER THE APPROVAL OF A LEASE AGREEMENT WITH THE SOUTHEAST VOLUSIA CHAMBER OF COMMERCE FOR CITY-OWNED PROPERTY AT 115 CANAL STREET.

December 9, 2025

Background:

The Southeast Volusia Chamber of Commerce has requested a 29-year lease extension on the City property they currently occupy at 115 Canal Street. The historic building is in need of significant upgrades to meet current office and meeting/event space needs of the Chamber as well as ADA upgrades. The lease term will allow the Chamber time to develop a capital improvement plan for the structure to maintain its historic appearance while making functional upgrades to the facility. The Chamber will establish a private foundation for fund raising and will partner with the City to pursue matching grant opportunities to fund building improvements. In lieu of rent payments, the Chamber will continue its' partnership with the City to promote regional economic development by attracting and retaining business investment. The Chamber will assume all maintenance and repairs for the structure and will also provide a complimentary membership to the City at its highest tier level currently valued at $3,100. Additionally, the City and Chamber will meet annually to provide the City additional complimentary services and event attendance for the upcoming year.

Fiscal Analysis:

The City will no longer incur costs for maintenance and repairs. Annual estimate $3-5 thousand.

Strategic Plan Item:

No

Staff Report Created By: Ron Neibert - Assistant City Manager

Attachments:

251126 SEV Chamber Building lease SF signed.pdf

LEASE AGREEMENT

This lease agreement is made as of the 26th day of November, 2025 between the City of New Smyrna Beach, a municipal corporation of the State of Florida ("Lessor"), and New Smyrna Beach-Edgewater-Oak Hill Chamber of Commerce, d/b/a Southeast Volusia Chamber of Commerce, a Florida not-for-profit corporation ("Lessee"):

WHEREAS, the Lessor is the owner of that certain real property located at 115 Canal Street, New Smyrna Beach, Volusia County, Florida as more particularly described below (hereinafter "Premises"), and desires to continue to lease the Premises to the Lessee for the purposes of continuing to operate as a Chamber of Commerce.

Legal Description:

> South FIFTY feet (50') of the West NINETY-EIGHT FEET (98') of Lot "L" if the Sams' Estate in New Smyrna Beach, Florida, as per plat made by S.B. Wilson, County Surveyor of Volusia County, Florida, of said estate in the Month of July, 1924, and appearing of record in Map Book 6, page 147 thereof, of the Public Records of Volusia County, Florida; and

WHEREAS, the Lessee desires to lease said Premises from the Lessor for the purpose of carrying forth its business of promoting and publicizing the advantages and merits of the City of New Smyrna Beach, and seeking to protect the economic viability of our community; and

WHEREAS, the Lessor recognizes that the Lessee, as a Chamber of Commerce, serves important roles within the city including but not limited to: (a) serving as a representative of the community to businesses and visitors within the city, (b) serving as a repository for community information, (c) distributing information about city services to the citizens of the community, and (d) facilitating official functions; and

WHEREAS, The Lessor finds that business development services provided by Lessee constitute a valid municipal purpose under the laws of Florida. The Lessor recognizes that the Lessee performs such service in the course of its activities and operations. The Lessor desires to contract with the Chamber to perform such services for the benefit of the citizens and visitors of New Smyrna Beach; and

WHEREAS, the parties desire to enter into a new lease defining their rights, duties and liabilities relating to the Premises.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

Lessor, in consideration of the rent later specified to be paid by Lessee, and the covenants and agreements later contained, by the Lessee to be performed, has let the Lessee those certain Premises in the City of New Smyrna Beach, county of Volusia, state of Florida, more fully described herein, to hold unto the Lessee on the following terms and conditions:

1. Term:

The term of this lease shall be twenty-nine (29) years, beginning on the 26th day of November, 2025, and ending on the 26th day of November, 2054, except as otherwise subsequently provided by written agreement between the Parties. This lease agreement expressly supersedes any and all prior lease agreements between the parties and renders such prior agreements null and void as of the date of execution of this lease agreement.

2. Rental:

Lessee agrees to pay Lessor as rent for the Premises the sum of zero ($0) dollars, for the full term. Lessee shall be responsible for all maintenance and upkeep of the Premises, to include any and all interior and exterior spaces which may require regular Lessee to contract maintenance and service contacts at its sole expense. In lieu of payments, Lessee shall provide (a) the City of New Smyrna Beach an annual trustee membership (at the then highest membership level, whatever the name) in the Southeast Volusia Chamber of Commerce, (b) partnership on economic development efforts including supporting local businesses and attracting new investment, (c) partnership to maintain and restore the Property's historical nature, design, and function, (d) partnership to make capital improvements to the Premises, including grants, services, and matching funds, (e) creating a building development and improvement plan by the expiration of the current ECHO Grant restrictions on April 30, 2029, (f) incorporate a private foundation to support the Chamber of Commerce and building improvements within one (1) year, (g) partner with Lessor on seeking grant funds throughout the lease term, (h) make capital building improvements during the lease term. Should an alleged violation of these terms occur, Lessor shall cause City staff to review the matter and convene a meeting of the President/CEO of Lessee and the City Manager of Lessor to set a specific course of action to address the matter.

3. Purposes:

The Premises shall be used for: conducting business as a chamber of commerce during regular business hours and for no other purpose without the prior written consent of Lessor. The Lessee shall lease from the Lessor the Premises in an "as is" condition. The Premises shall be used and occupied by Lessee as a Chamber of Commerce for the Southeast Volusia Area. The Lessee shall have the right to sublease those portions of the Premises that, it may see fit, to other not-for-profit organizations benefiting the community.

4. Building and Improvements:

Lessee may, in partnership with Lessor, make such changes, alterations or improvements (including the construction of buildings) as may be necessary to fit the Premises for that use, and all buildings, fixtures and improvements of every kind installed by Lessee shall become the

property of Lessor at the termination of this lease. Subject to the limitation that no structural or substantial proportions of the Premises shall be constructed, demolished, or removed by the Lessee without the prior written consent of the Lessor, which consent shall not be unreasonable withheld. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value, of the building on the Premises, diminish its historic character, or change the purposes for which the building, or any part thereof, may be used. Lessee shall not cause any liens or encumbrance to be placed on the Premises or any part thereof.

Before commencement of any work, all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations.

All alterations, additions and improvements on or in the Premises at the commencement of the term, and that may be erected or installed during the term shall become part of the Premises and the sole property of the Lessor, except that all moveable trade fixtures installed by the Lessee shall be and remain the property of the Lessee.

The Lessor shall provide up to Ten (10) parking spaces on the municipal parking lot adjacent to the Premises for Lessee's use. The Lessor's duty to provide these spaces shall be limited to and shall include no more spaces than actually required by any applicable City ordinances, county ordinances, or state and federal law. The parking spaces designated herein shall be located within the municipal parking lot immediately to the west of the Premises. The Lessor shall have the right to close off and make spaces unavailable to Lessee for special events located within the area for a period not to exceed two (2) consecutive days. The Lessor shall give the Lessee notice of its intent to close the parking spaces upon approval of the special event.

The Lessee shall use all reasonable precaution to prevent waste, damage, or injury to the Premises.

The Premises has been designated by the City as a Historic Property, and it is located in the Historic Overlay Zone.

5. Taxes:

Lessee shall pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to Lessee and located upon the Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority. The Lessee shall not permit any use of the Premises that will remove the Premises' exemption from ad valorem taxation. The Lessee shall indemnify and hold harmless the Lessor for any liability for ad valorem and any other taxes imposed on the Premises resulting from this lease Agreement.

6. Repairs and Maintenance:

Lessee represents that Lessee has inspected and examined the Premises and accepts them in their present condition, and agrees that Lessor shall not be required to make any improvements or repairs upon the Premises or any part of them. Lessee agrees to partner with Lessor on all improvements and repairs and agrees to keep the Premises safe and in good order and condition at all times during the term, and upon expiration of this lease, or at any sooner termination, the Lessee will quit and surrender possession of the Premises peaceably and in as good order and condition as the Premises were at the commencement of the term, reasonable wear, tear and damage by the elements excepted; Lessee further agrees to leave the Premises free from all nuisance and dangerous and defective conditions. The Lessor shall be under no obligation to replace the structure should it be destroyed by fire, storm or any other action of God.

7. Utilities:

All applications and connections for necessary utility services on the Premises shall be made in the name of the Lessee only, and the Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services.

8. Insurance:

The Lessor agrees to maintain, in full force and effect, the current property insurance policy, or equivalent, on the Premises, with policy and coverage limits in an amount agreed to by Lessee, and the Lessee agrees to maintain a separate liability and fire insurance policy on the Premises to insure the Lessee's interest. The Lessor shall be named as an additional insured on Lessee's liability insurance policy. Lessor's obligation under this paragraph is subject to Lessor being able to continue its current insurance without incurring any additional premium expense arising out of this agreement.

9. Annual Meeting

Parties shall meet annually to discuss specific complimentary marketing, tickets to events and programming to be provided to Lessor during the course of each year of this Agreement.

10. Assignment and Mortgage:

Neither the Premises nor any portion of them shall be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, hypothecation or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, mortgagee, or pledgee. In the event that Lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business or affairs, neither this lease nor any interest here shall become an asset of the guardian, trustee or receiver, and in the event of the appointment of any guardian, trustee, or receiver, this lease shall immediately terminate and end.

11. Cancellation by Lessor:

The Lessor may cancel this Agreement without forfeiture, waiver or release of the Lessor's right to demand a sum of money due or to become due under the provisions hereof or after the happening of any one or more of the following events:

1. The Lessee filing for bankruptcy.
2. The appointment of a receiver of Lessee's assets.
3. Assignment made by the Lessee to its creditors.
4. Violation of the terms of this Lease Agreement.
5. The Lessee or its Lessees conducting illegal or immoral activity on the Premises.
6. The Premises being condemned by the City, Volusia County, State of Florida, or the United States Government.
7. The Lessee fails to maintain a minimum of 50% of the members within the organization year over year, calculated as of January 1 of the current year of the Term and compared to the membership level as of January 1 of the preceding year of the Term.

12. Condemnation:

In the event that the City, County, State of Florida or the United States Government condemns all or part of the Premises for a governmental purpose, any proceeds from such condemnation payable to the Lessee by virtue of its leasehold interest in the Premises shall be paid by the Lessee to the Lessor.

13. Liability:

Lessee shall hold Lessor harmless from any loss, cost or damage that may arise in connection with this lease or the use of the Premises by Lessee, or his/her agents, or employees, or any other person using the Premises, and indemnify and hold Lessor harmless against any and all claims arising from this lease. Lessee agrees to deliver to Lessor upon the execution of this lease two executed copies of a continuing public liability and property damage insurance policy satisfactory to Lessor, naming Lessor as an additional insured, to include one million ($1,000,000.00) dollars for each occurrence, and three million ($3,000,000.00) dollars for general aggregate, and shall keep them in force during the term of this lease.

14. Mechanic's Liens:

Lessee agrees that at least 30 days before any construction work, labor or materials are done, used or expended by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility on behalf of Lessor, giving notice that the Lessor is not responsible for any work, labor or materials used or expended or to be used or expended on the Premises.

15. Default:

In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessee, then in that event, Lessor shall cause City staff to review the matter and convene a meeting of the President/CEO of Lessee and the City Manager of Lessor to set a specific course of action to address the matter; in the event that Lessor shall bring a legal action to enforce any of the terms of this lease, or to obtain possession of the Premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessor all costs of the legal action.

16. Holding Over:

In the event that Lessee holds over and remains in possession of the Premises without the consent of Lessor, that holding over shall be deemed to be from month-to-month only, and upon all of the same rents, terms, covenants and conditions as contained herein, and in addition Lessee shall owe Lessor ten thousand dollars ($10,000.00) per month Lessee holds over until such time as Lessee vacates the Premises.

17. Notices:

Any notices that are required, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage-prepaid, return receipt requested, addressed to Lessee at: 115 Canal Street, New Smyrna Beach, Florida 32168, attention President/CEO; and likewise addressed to Lessor at 210 Sams Avenue, New Smyrna Beach, Florida, 32168, attention City Manager.

18. Waiver:

Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that default or any subsequent default.

19. Compliance With Laws:

Lessee agrees to comply with all laws, ordinances, rules and regulations that may pertain or apply to the Premises and their use. Further, Lessee covenants and agrees to promptly remedy any matter which has caused issuance of a citation or notice from any code enforcement board within the time required by said notice or citation. Lessee agrees to indemnify and hold harmless Lessor as against any penalty, fine, or assessment, which is levied or assessed against Lessor, or the leased property, as a consequence of Lessee's breach of this covenant. If Lessee fails to promptly remedy any matter specified in any notice or citation, Lessor shall be entitled to immediate possession of the leased Premises and entitled to such damages as are provided for breach of this lease.

20. Lessor May Enter:

Lessee agrees that Lessor, its agents or employees, may enter upon the Premises at any time during the term or any extension of it upon 24 hours' notice for the purpose of inspection, digging test holes, making surveys, taking measurements, and doing similar work necessary for the preparation of plans for construction of buildings or improvements on the Premises, with the understanding that the work will be performed in such a manner as to cause a minimum of interference with the use of the property by Lessee.

21. Damages to Property:

It is expressly agreed and understood by and between the parties to this agreement that Lessor shall not be liable for any damage or injury by water, which may be sustained by Lessee or any other person or any property of Lessee or such other persons or for other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of Lessee, its agents, or employees,

or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the Premises.

22. Compliance with Grants:

Lessee acknowledges the fact that Lessor may have procured or improved the leased property with assistance from federal or state grants. Lessee has an obligation to confirm the existence of any such grants prior to the beginning of the lease term, and shall refrain from taking any action or failing to act in any way that could jeopardize any such grant funding.

23. Non-Discrimination Covenant:

Lessee herein covenants by and for itself, its successors, and assigns, and all persons claiming under or through it, and this lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, sex, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall Lessee himself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of Lessees, sublessors, sublessees or vendees in the Premises herein leased.

24. Successors in Interest:

All of the terms, covenants and conditions contained here shall continue, and bind all successors in interest of Lessee.

25. Severability:

Should any term, covenant, condition, provision, sentence or part thereof of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

26. Construction:

The headings and subheadings used throughout this lease and for convenience only and have no significance in the interpretation of the body of this lease.

27. Choice of Laws and Venue:

This lease shall be governed by the laws of the State of Florida, and venue shall be in Volusia County, Florida.

28. Attorney's Fees and Costs:

In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

Lessee:

New Smyrna Beach-Edgewater-Oak Hill Chamber of Commerce, Inc. d/b/a Southeast Volusia Chamber of Commerce, a Florida not for profit corporation

By: Stephanie Ford 11-26-25

Stephanie Ford, President/CEO

Witness Signature: _____

Witness Name: Meredith Iannucci

(City Seal)

Lessor:
CITY OF NEW SMYRNA BEACH,
a Florida municipal corporation

By: _____
Fred Cleveland, Mayor

ATTEST:

_____
Sharon Taylor-Harding, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did personally appear **Fred E. Cleveland** and **Sharon Tayor-Harding**, Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and a such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Assignment and Assumption of License Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

Witness my hand and seal this _____ day of _____, 2025.

_____
Notary Public

(Notary Seal or Stamp)

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 79-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ALLOW COMMERCIAL MEGACYCLES, ALSO KNOWN AS PEDAL PUBS, WITHIN DESIGNATED AREAS OF NEW SMYRNA BEACH ALONG WITH AUTHORIZATION FOR PASSENGERS TO HAVE OPEN CONTAINER.

December 9, 2025

Background:

Applicant: Christopher Aaron Smith, 4035 Saxon Drive, New Smyrna Beach, FL. 32169.

Request: Adopt FL. Statute 316.2069 to allow commercial megacycles, also known as pedal pubs, with open alcoholic containers, withing areas of New Smyrna Beach.

Attachments:

Exhibit A: Route Overview and Maps
Exhibit B: Florida Statute Commercial Megacycles
Exhibit C: Proposed Ordinance Language Commercial Megacycles
Exhibit D: Chief of Police input
Exhibit E: Ordinance 79-25

Findings:

The applicant is requesting an amendment to the City Code of Ordinances to permit the operation of a Commercial Megacycle ("Pedal Pub") with open container privileges along designated routes. The proposed operation would include two fixed routes:

1. Within two blocks north and south of Canal Street; and
2. From Riverside Drive, along North Causeway, to Flagler Avenue and South Atlantic Avenue, and returning to Riverside Drive.

Maps illustrating both routes, as submitted by the applicant, are provided in**Exhibit A**. Portions of these routes will require authorization from the Department of Transportation (FDOT).

The current City Code of Ordinance does not contain provisions for the operation of commercial megacycles. However, Florida State Statute 316.2069 (referenced in **Exhibit**

B) provides municipalities with the authority to permit the commercial operation of megacycles with open container, provided that all statutory requirements are met.

The proposed ordinance incorporates all relevant state requirements and establishes the necessary process for future operation of commercial megacycles within the City, subject to approval by the City Commission.

Recommendation:
Due to the congestion experienced in the two downtown areas and lack of support for this activity from our Police Chief, staff recommends the City Commission deny the requested amendment to the Code of Ordinances.

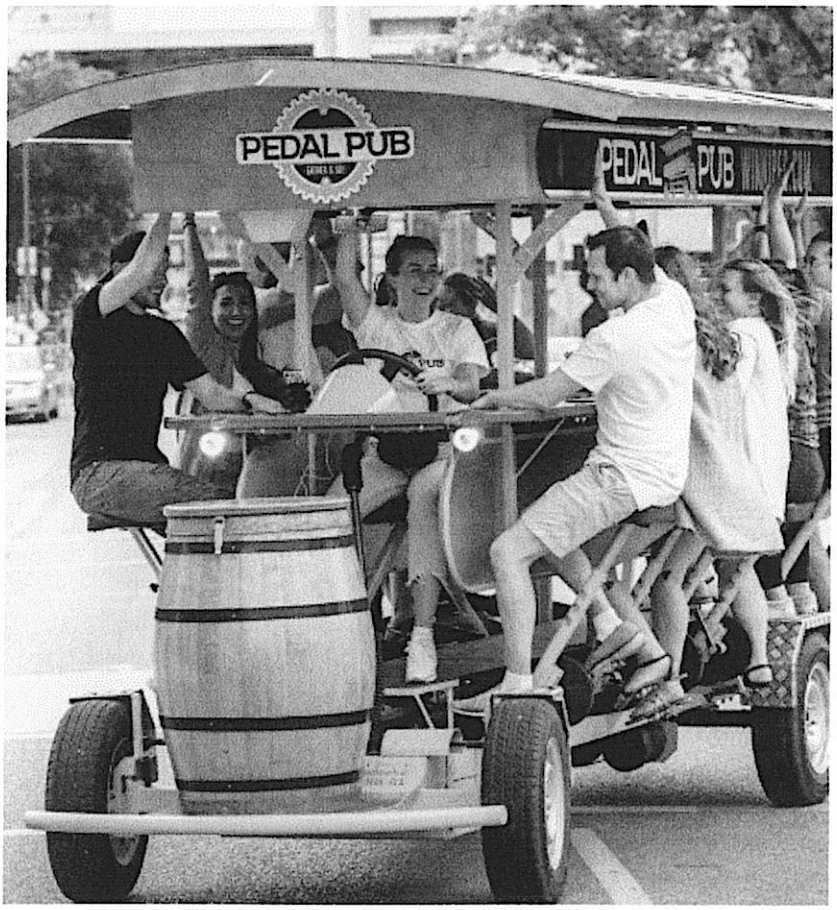
Fiscal Analysis:
N/A

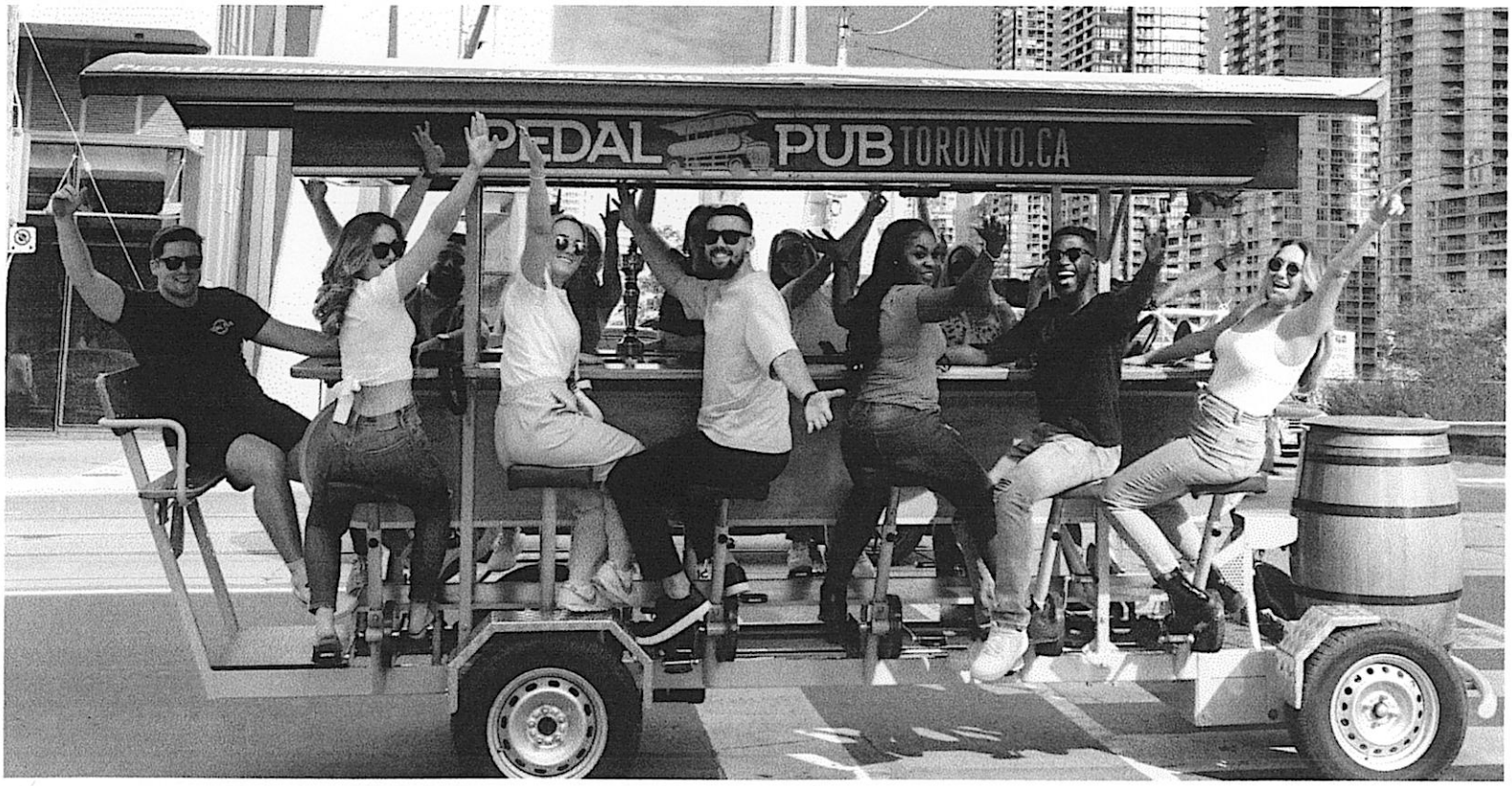
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A: Route Overview and Maps
Exhibit B: Florida Statute Commercial Megacycles
Exhibit C: Proposed Code of Ordinance Language Commercial Megacycles.pdf
Exhibit D: Chief of Police Input
Business Impact Estimate - Ord 79-25 COO Creating Art IV Commercial Megacycles.pdf
Ord 79-25 COO Commercial Megacycles.pdf


PEDAL PUB


PEDAL PUB TORONTO.CA

Route Overview

Stop	Location	Purpose	Pedal Time
Start	107 N Riverside Dr	Base / Loading & Unloading	-
1	Flip Flop Shops	Customer Drop-off	10 min
2	Flagler Tavern	Customer Pick-up	5 min
3	Peanuts Sports Bar	Optional Stop	10 min
4	Outriggers Tiki Bar & Grille	Featured Stop	15 min
End	107 N Riverside Dr	Return to Base	8 min

Operator Notes

- Flip Flop Shops = drop-off only. Flagler Tavern = pick-up only.
- Route follows **Buenos Aires St** and connecting streets for correct loop visibility and f
- Optional dwell time at **Peanuts** and **Outriggers** based on group schedule.
- Total pedaling time: ~55 minutes (avg 6 mph)

Route Overview

Stop	Location	Purpose	Pedal Time
Start	107 N Riverside Dr	Base / Loading & Unloading	-
1	Flip Flop Shops	Customer Drop-off	8 min
2	Flagler Tavern	Customer Pick-up	4 min
3	Peanuts Sports Bar	Optional Stop	8 min
4	Outriggers Tiki Bar & Grille	Featured Stop	11 min
End	107 N Riverside Dr	Return to Base	6 min

Operator Notes

- Flip Flop Shops = drop-off only; Flagler Tavern = pick-up only.
- Route follows **Buenos Aires St** and connecting streets for correct loop visibility and flow.
- Optional dwell time at **Peanuts** and **Outriggers** based on group schedule.
- Total pedaling time: ~40 minutes.
- Full tour duration: ~1.5–2 hours depending on stops.


COCONUT
BEACH RI
OLDEN ARMS
VALK
Flagler Ave
Norwood's Restau
& Treehouse
DIAMOND
HEAD POINT
CONDO
BUENA VISTA
SHORES
Indian River North
Causeway N
NORTH
CAUSEWAY
BO
River Deck Tiki
Bar & Restaurant
New Smyrna
Beach

■ Rolling Cheers NSB – CorkScrew Loop Run Sheet

Leg	Directions	Est. Time
Start	Depart 107 N Riverside Dr	0:00
1	South on Riverside Dr	
2	West on Douglas St	
3	North on Magnolia St	
4	West on Canal St	
5	South on S Orange St	
6	East on Downing St	
7	North on Live Oak St	
Stop	Arrive CorkScrew Bar & Grille – Unload/Reload	0:20
Pause	Unload/Reload at CorkScrew (~55 min)	0:20–1:15
8	East on Canal St	1:15
9	North on Riverside Dr	
10	East on Washington St	
11	South on Sams Ave	
12	East on Julia St	
End	Return to 107 N Riverside Dr	1:35

Operator Notes

- **Start/End**: 107 N Riverside Dr.
- **Main Stop**: CorkScrew Bar & Grille – ~55 minutes unload/reload.
- Total pedaling: ~40 minutes (~20 min each leg).
- **Full tour duration: ~1 hour 35 minutes**.


River Deck Tiki
Bar & Restaurant
Riverside Park
N Riverside Dr
S Riverside Dr
Washington St
Sams Ave
Cafe del Soul
Top rated
Magnolia St
Faulkner St
Corkscrew Bar and Grille
Rush St
Victoria Meeting Center
Gift shop
MyEyeDr.
Eye care center
200 ft
100 m
Google Maps

316.2069 Commercial megacycles.—The governing body of a municipality, or the governing board of a county with respect to an unincorporated portion of the county, may authorize the operation of a commercial megacycle on roads or streets within the respective jurisdictions if the requirements of subsections (1)-(3) are met:

(1) Prior to authorizing such operation, the responsible local governmental entity must first determine that commercial megacycles may safely travel on or cross the public road or street, considering factors including, but not limited to, the speed, volume, and character of motor vehicle traffic using the road or street. Upon such determination, the responsible governmental entity shall post appropriate signs to indicate that such operation is allowed.

(2) The authorization by the governing body must clearly identify the roads or streets under the governing body's jurisdiction on or across which operation of commercial megacycles is permitted.

(3) The governing body's authorization, at a minimum, must require that a commercial megacycle be:

(a) Operated at all times by its owner or lessee or an employee of the owner or lessee.

(b) Operated by a driver at least 18 years of age who possess a Class E driver license.

(c) Occupied by a safety monitor at least 18 years of age, who shall supervise the passengers while the commercial megacycle is in motion.

(d) Insured with minimum commercial general liability insurance of not less than $1,000,000, prior to and at all times of operation, satisfactory proof of which shall be provided to the appropriate governing body.

(4) The Department of Transportation may prohibit the operation of commercial megacycles on or across any road under its jurisdiction if it determines that such prohibition is necessary in the interest of safety.

(5) Section 316.1936 does not apply to the passengers being transported in a commercial megacycle while operating in accordance with this section.

(6) This section does not prohibit use of an auxiliary motor to move the commercial megacycle from the roadway under emergency circumstances or while no passenger is on board.

History.—s. 7, ch. 2016-239.

ARTICLE IV. COMMERCIAL MEGACYCLES

Sec. 86-90. Definitions.

Commercial megacycle means a vehicle defined as a "commercial megacycle" in F.S. § 316.003(12) or any successor Florida statute.

Commercial megacycle driver means an individual who drives or controls steering or braking of a commercial megacycle operating on a city street.

Fiscal year means the period beginning on October 1 and ending on September 30 of the following calendar year.

Sec. 86-91. Operation of commercial megacycles restricted; permit required.

(a) The operation of a commercial megacycle is restricted to guided tours and sight-seeing within the following areas:

(1) Beachside—North Riverside Drive (between Canal Street and the North Causeway), North Causeway (to the east), Flagler Avenue, Buenos Aires, South Atlantic Avenue between Flagler Avenue and 5th Avenue, and

(2) Mainland—Washington Street, between Rush Street and North Riverside Drive, Sams Avenue, Faulkner Street south of Washington Street, Julia Street east of North Dixie Freeway, Canal Street east of Dixie Freeway, Downing Street east of South Dixie Freeway, Douglas Street east of South Dixie Freeway, Magnolia Street north of Lytle Avenue, Live Oak Street between Canal Street and Douglas Street, Palmetto Street between Canal Street and Douglas Street, North Orange Street and South Orange Street between Washington Street and Douglas Street, and

(b) No person may operate a business involving the use of commercial megacycles on the streets of the city without having first obtained a permit in accordance with this article.

(c) Residential zoned neighborhoods are excluded from regular tour routes.

(d) A permit issued under this article will be effective only for the fiscal year in which issued, unless suspended or revoked sooner pursuant to this article.

(e) Commercial megacycles may only operate daily between 10:00Am and 11:30 PM.

Sec. 86-92. Permit application; application fee.

(a) Application for a permit to operate a commercial megacycle or megacycles must be made on forms provided by the city and include such information as the city may require, including the following:

(1) The name of the applicant.

(2) The proposed fixed place of business as required by this article.

(3) The make, model, serial number, color, and passenger capacity of each megacycle to be used in the business.

(4) If the applicant is an individual, his or her residence address.

(5) If the applicant is a partnership, the names and residence addresses of each co-partner, and the name of the partnership.

(6) If the applicant is a corporation or limited liability company, the names and addresses of all current officers or members.

(7) The business trade name under which the megacycles will be operated.

(8) The names and addresses of all commercial megacycle drivers who will be driving the applicant's megacycles.

(9) The proposed schedule of dates and hours of operation of megacycles.

(10) The proposed megacycle route or routes, including all locations proposed for passenger loading and unloading and all temporary stopping locations.

(11) A description of the applicant's proposed commercial megacycle driver dress code, including a depiction of the trade name identification or logo to be included on the driver's uniform. The dress code must meet the minimum dress requirements set forth below.

(12) The name and address of the person designated by the applicant to receive notices for the applicant, if the applicant is a corporation or partnership.

(13) Proof of insurance meeting the requirements of this article.

(b) The applicant must submit an application fee of $200.00 for the administrative costs of processing the application. The application fee is nonrefundable.

Sec. 86-93. Review and approval.

(a) The city will review the completed application to ensure compliance with this Code and the Land Development Regulations, including as to place of business.

(b) No permit will be issued unless the city is able to verify compliance with all applicable regulations, and the applicant has paid the fees required by this article and the appropriate business tax for each megacycle to be placed in service.

(c) A permit issued under this article will state the approved trade name, the name and address of the person designated to receive notices, the make and model of each megacycle authorized to be used by the permittee, the route or routes approved, and the approved dates and hours of operation. The permit will include any additional conditions the city may impose to ensure compliance with the requirements of this article.

(d) Concurrent with the issuance of a permit, the city will issue one decal for each megacycle authorized by the permit. The decals must be placed on the megacycles provided below.

Sec. 86-94. Permit fees.

The annual permit fee is $250.00 for each megacycle authorized.

Sec. 86-95. Trade name required.

No person may conduct a commercial megacycle business within the city unless the person has adopted and uses an approved, uniform trade name for the business, which must be prominently displayed on megacycles operated by or in connection with the business. No trade name will be approved if the name contains language, references, or symbols not suitable for minors, vulgar language, or has the potential to confuse the identity of the permittee with any other business or organization, including governmental organizations.

Sec. 86-96. Fixed place of business required.

No person may operate a business involving the use of megacycles on the streets within the city unless the person establishes and maintains a fixed headquarters on private property for the operation of the company's business. If located within the city limits, the headquarters must conform to the ordinances of the city and provide adequate conforming off-street parking space for all megacycles stored at the site. No person will move the headquarters except through the approved transfer of the permit to another location.

Sec. 86-97. General operating conditions.

Every commercial megacycle will be operated in accordance with the following requirements:

(1) Operation will be for the primary purpose of providing guided touring and sight-seeing of the city to megacycle passengers. A megacycle will not be operated to provide taxi service.

(2) A commercial megacycle will operate solely on those city streets included as part of the route approved in the permit issued. A permit may include provisions restricting locations for storage of megacycles, or requiring the use of transport vehicles to and from the assigned routes, when not in use. In addition, the city may temporarily prohibit a commercial megacycle from operating on all or a portion of its assigned route when necessary for public health, safety, or welfare, such as street closings and major event periods.

(3) Except for emergencies, passenger loading and unloading will be confined to those locations designated in the permit.

(4) Except for emergencies, the temporary stoppage of the megacycle along the route will only be permitted for the purposes outlined in the permit.

(5) The megacycle will move to the edge of street pavement before loading or unloading passengers. No commercial megacycle will pause or stop for the sole purpose of narrating a tour.

(6) All passengers must remain seated while megacycle is in motion.

Sec. 86-98. Beverage Conditions.

(1) Passengers may bring their own beverages in accordance with Florida Statute §316.1936 (Open Container Law) and applicable local laws.

(2) Glass containers are prohibited.

(3) Operators are responsible for ensuring passenger safety and responsible conduct.

(4) Operator must provide a trash receptacle for riders.

Sec. 86-99. Vehicle requirements.

Each commercial megacycle must meet the following requirements:

(1) The megacycle must be designed and used as a single unit. Any megacycle that consists of two separate units attached or connected by devices such as a hitch, ball and socket, noose, or chain, is prohibited.

(2) The megacycle must be equipped with a pair of operated headlights capable of projecting a beam of white light for a distance of 500 feet, and a pair of operated taillights each exhibiting a red light visible from a distance of 600 feet to the rear.

(3) The megacycle must be designed and used so that steering and brakes are under the control of the megacycle driver and is not controlled in any manner by the passengers.

(4) The megacycle must be used as originally manufactured. Any megacycle that uses braking, seating, pedals, or steering other than those that are a part of the original manufacture, or that appear to be unsafe, will be prohibited.

(5) The megacycle must be painted in the color scheme approved in the permit and must prominently display the permittee's trade name and telephone number in two-inch lettering or larger.

(6) The megacycle must be kept clean and sanitary throughout and maintained in sound operating condition. All safety devices and all other equipment must be kept in such condition as to ensure safe operation.

(7) No megacycle will contain advertising inconsistent with this article. Each permittee must submit to the city any proposed advertisement prior to installation of the advertisement on the megacycle. The city will approve proposed advertisements only so long as they are in complete conformity with this article. Advertisements will be permitted only on the back or side panels of the megacycle. No advertisement will be permitted which contains any profanity or sexual content.

Sec. 86-100 Requirements for drivers and other personnel.

(a) A commercial megacycle shall be (i) operated at all times by its owner or lessee or an employee of the owner or lessee, (ii) operated by a driver at least 21 years of age who possesses a Class E driver license, who shall supervise the passengers while the commercial megacycle is in motion.

(b) All commercial megacycle drivers and any other employees or agents of the permittee, while operating or assisting in the operation of a megacycle within the city, must meet the following additional requirements:

(1) Be clothed consistent with the permittee's approved dress code. Clothing bearing the name, logo, or other form of identification of any company other than the company whose color scheme is on the vehicle being operated, will not be deemed to be consistent with the approved dress code.

(2) Carry and prominently display on his or her person a photo ID including the company trade name, phone number, address, city permit number, and such other information as the city may require.

(3) While the megacycle is in operation within the city limits, the following are prohibited, and the driver and any other employees or agents of the permittee aboard shall be responsible for monitoring and enforcing these prohibitions:

a. The number of passengers aboard the megacycle must not exceed the number for which it was designed.

b. No passenger may stand in the vehicle while the vehicle is in motion.

c. Passengers are not permitted to sit anywhere in or on the vehicle, other than in the manufacturer's designed passenger seating.

d. Sitting, sleeping, loitering, or allowing others to sit, sleep, or loiter within the passenger compartment of the vehicle while on the public right-of-way is prohibited.

e. Use of indecent or profane language, or engaging in loud or boisterous talking, shouting, or disorderly conduct, or otherwise acting in a manner as to vex or annoy reasonable persons including passengers is prohibited. Music and onboard entertainment must comply with the City of New Smyrna beach Noise Ordinance (Chapter 46, or as amended) and remain at levels that do not cause disturbance to nearby residents, businesses, or public spaces.

f. Illegal use of controlled substances, consumption of alcoholic beverages or possession of controlled substances by drivers or other employees either immediately before or while on duty is prohibited.

(4) Operators will ensure compliance with all applicable Florida Statures and city ordinances.

(c) Each commercial megacycle driver:

(1) Shall not have had more than three moving violations in the last three years and no more than two moving violations in the last year.

(2) Shall not have been convicted of careless or reckless driving or any violation of Florida Statutes regulating the driving of vehicles while impaired within the past three years.

(d) A commercial megacycle driver is prohibited from:

(1) Operating the megacycle on public rights-of-way within the city other than those specifically permitted herein.

(2) Standing or stopping the vehicle other than in an area designated in the permit as an authorized staging area, except in case of emergencies.

(3) Operating the megacycle so as to impede the flow of pedestrians, except in case of emergencies.

(4) Operating the megacycle in a manner that results in damage to public property.

(5) Creating, or materially contributing to, a parking problem or traffic congestion as a result of operation of the megacycle.

(6) Operating the megacycle in violation of any applicable state traffic laws. Drivers will comply with all applicable state traffic laws, including but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time.

(7) Obstructing other vehicular traffic by unnecessarily weaving or changing lanes of travel.

(8) Operating, maneuvering, inclining, spinning, tilting, tipping, sloping, or positioning a megacycle in any manner that would unnecessarily place a passenger in any position other than seated upright.

(9) Operating the megacycle when the megacycle does not fully comply with all requirements of this article.

Sec. 86-101 Liability insurance coverage required.

(a) No permit will be issued unless the applicant obtains liability insurance covering all megacycles used in the business operation. The insurance must be in a form approved by the city's risk manager and must be provided by an insurance company authorized to do business in the State of Florida.

(1) The required policy will be in the penal sum of not less than $1,000,000.00 combined single limit per occurrence for bodily injury (including death) and property damage. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.00. In addition, the permittee shall maintain alcohol liability insurance in the amount of $1,000,000.00 per occurrence if alcoholic beverages are allowed on the megacycle.

(2) The permittee must obtain and maintain a separate policy of indemnity insurance for each separate megacycle used for permitted services, except where the permittee actually owns or holds legal title to more than such vehicle, in which event the permittee may obtain and maintain a single policy of indemnity insurance covering all megacycles actually owned. This latter provision, however, will not apply to any group of persons separately owning megacycles who may be jointly operating or doing business under a permitted company name.

(3) Each insurance policy must contain a provision obligating the insurance company to notify the city risk manager in writing at least 30 days prior to any amendment, modification, or cancellation of the policy.

(4) The liability insurance policy must list the City of New Smyrna Beach as an additional insured.

(b) The permittee must at all times maintain the liability coverage required in this section.

Sec. 86-102. Amendment to permit.

(a) If the permittee desires to change the name or address provided for receipt of notices in the permit, add additional megacycles to the megacycles listed in the permit, revise the approved routes or approved dress code, or make other material changes to the terms and conditions of the permit, the permittee must apply for an amendment to the permit using such forms and providing such information as the city may require.

(b) At the time of submitting an application for amendment the permittee must pay a non-refundable application fee of $100.00. If the permittee is seeking to add megacycles to the number previously permitted, the permittee must also pay any increase in the business tax that may be required by chapter 74 of this Code.

(c) In determining whether to approve an application to amend a permit the city will generally use the procedures referenced above for applications for new permits.

Sec. 86-103. Business tax receipts.

No permit will be issued or continued in operation unless the applicant or permittee, as applicable, has paid the annual business tax required by this Code each year for each megacycle authorized by the permit. All business tax receipts must be renewed before October 1 of the fiscal year as required by this Code for each megacycle covered by the permit.

Sec. 86-104. Transferability.

(a) A permit may not be sold, assigned, mortgaged, or otherwise transferred, nor may corporate ownership or management be changed, without the approval of the city.

(b) The transferee of a permit must file an application in the same manner as an original application. A copy of the agreement to transfer the permit must be attached to the application.

(c) Upon approval by the city, the permit will be marked "Transfer Permit."

(d) Whenever a permit is issued jointly in the name of two persons and one person dies, the city is authorized to transfer the permit to the survivor alone.

Sec. 86-105. Surrendering and canceling.

A permittee may voluntarily surrender the permit to the city. No permit fees will be refunded.

Sec. 86-106. Permit suspension and revocation.

(a) The city may suspend or revoke a permit if any of the following occur:

(1) The permittee, or the permittee's principals, officers, employees, or agents, made willful false or misleading statement in an application for permit.

(2) The permittee, or any of his or her drivers or other personnel, have violated any provision of this article.

(3) The permittee has failed to obtain a current business tax receipt for each megacycle.

(4) The permittee has failed to pay any judgment which has been rendered in any court of competent jurisdiction against the permittee or his or her agents because of injuries to persons or property in connection with the operation of a megacycle.

(5) The permittee has failed to take proper precaution to prevent his or her drivers or other employees or agents from violating the terms of this article or any applicable traffic laws or criminal laws.

(6) The permittee, or any of the permittee's principals, officers, drivers, employees, or agents, have violated any ordinances of the city, laws of the State of Florida, or laws of the United States, which reflect adversely on the fitness of the permittee to offer public tours.

(7) Upon bankruptcy of the permittee.

(8) Upon the death of a permittee, or if the permittee is a corporation, limited liability company, or similar organization, upon the dissolution of the organization.

(b) The city will provide written notice to the permittee of an order suspending or revoking a permit. Notice will be valid if sent by U.S. Mail or if hand delivered to the person and address provided for receipt of notices in the permit.

Sec. 86-107. Appeal procedure.

If the city denies an application for a permit required by this article, or issues an order of suspension or revocation, the applicant or permittee may file a written appeal within ten calendar days of notification. Appeals must be filed with the Development Services Department administrator who will coordinate an appeal hearing. The appeal will be heard by the city manager whose decision will be final administrative action.

Sec. 86-108. Civil penalty for violations.

Enforcement or complaints will be proceeded by the New Smyrna Beach Police Department and or the City of New Smyrna Beach Code Compliance Department in accordance with existing and amended laws and procedures. Any person violating any provision of this section shall be punished by a civil fine not exceeding $500.00. A separate fine shall be issued for each violation.

Doster, Stephanie

From: Corbin, Shane
Sent: Tuesday, October 14, 2025 2:46 PM
To: Planning
Subject: FW: Rolling Cheers

Follow Up Flag: Follow up
Flag Status: Flagged

From: Kirk, Christopher <ckirk@cityofnsb.com>
Sent: Tuesday, October 14, 2025 12:48 PM
To: Neibert, Ronald <RNeibert@cityofnsb.com>
Cc: Cowper, Kevin <kcowper@cityofnsb.com>; Corbin, Shane <SCorbin@cityofnsb.com>
Subject: RE: Rolling Cheers

All,

With our current ordinance prohibiting open containers in public, and state statute prohibiting open containers in vehicles, there is consistent enforcement framework that avoids confusion amongst officers and the public. Granting a standing exemption for one commercial enterprise would undermine that consistency and opens the door to hypocrisy – private citizens on foot, bicycles, golf carts, or vehicles would still be cited for the same conduct being permitted to paying customers on a pedal pub. Events like Wine Walk and Bike and Bar are monitored by law enforcement to prohibit the consumption of alcoholic beverages while walking or riding bicycles through the city. Allowing this behavior with one group, while prohibiting it with others, creates a divide between officers and the public and potentially complicates prosecution of other open container violations.

Beyond the matter of the open containers, I have other practical concerns from a law enforcement perspective. Pedal pubs are slow moving vehicles which create congestion and pose safety hazards when motorists attempt to pass them on narrow streets. Additionally, as we continue to navigate citizen complaints of loud music from vehicles and businesses throughout the city, this would unnecessarily complicate enforcement of those matters as well.

Carving out exception(s) for one business to allow behavior which is currently prohibited would create enforcement challenges in addition to the potential of increased traffic congestion, safety concerns, and noise complaints.

Chris Kirk
Chief of Police
New Smyrna Beach Police Department
246 Industrial Park Avenue
New Smyrna Beach, FL 32168
Office: (386) 424-2234
Email: ckirk@cityofnsb.com

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 79-25 Creating Article IV, Commercial Megacycles, of the Code of Ordinances based on Florida Statute 316.2069.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance will create Article VI, Commercial Megacycles based on Florida Statute 316.2069.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.
N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 79-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 86, VEHICLES FOR HIRE, TO ADD ARTICLE IV, COMMERCIAL MEGACYCLES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Christopher Aaron Smith, 4035 Saxon Drive, New Smyrna Beach, Florida, 32169 has requested administrative text amendments to the Code of Ordinances to Chapter 86, Vehicles for Hire, to add Article IV, Commercial Megacycles; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend Chapter 86, as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1. ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 86, Vehicles for Hire, adding Article IV, Commercial Megacycles, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by [...].)**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/4/2025

EXHIBIT "A"

ARTICLE IV. COMMERCIAL MEGACYCLES

Sec. 86-90. Definitions.

Commercial megacycle means a vehicle defined as a "commercial megacycle" in F.S. § 316.003(12) or any successor Florida statute.

Commercial megacycle driver means an individual who drives or controls steering or braking of a commercial megacycle operating on a city street.

Fiscal year means the period beginning on October 1 and ending on September 30 of the following calendar year.

Sec. 86-91. Operation of commercial megacycles restricted; permit required.

(a) The operation of a commercial megacycle is restricted to guided tours and sight-seeing within the following areas:

(1) Beachside—North Riverside Drive (between Canal Street and the North Causeway), North Causeway (to the east), Flagler Avenue, Buenos Aires, South Atlantic Avenue between Flagler Avenue and 5th Avenue, and

(2) Mainland—Washington Street, between Rush Street and North Riverside Drive, Sams Avenue, Faulkner Street south of Washington Street, Julia Street east of North Dixie Freeway, Canal Street east of Dixie Freeway, Downing Street east of South Dixie Freeway, Douglas Street east of South Dixie Freeway, Magnolia Street north of Lytle Avenue, Live Oak Street between Canal Street and Douglas Street, Palmetto Street between Canal Street and Douglas Street, North Orange Street and South Orange Street between Washington Street and Douglas Street, and

(b) No person may operate a business involving the use of commercial megacycles on the streets of the city without having first obtained a permit in accordance with this article.

(c) Residential zoned neighborhoods are excluded from regular tour routes.

(d) A permit issued under this article will be effective only for the fiscal year in which issued, unless suspended or revoked sooner pursuant to this article.

(e) Commercial megacycles may only operate daily between 10:00Am and 11:30 PM.

Sec. 86-92. Permit application; application fee.

(a) Application for a permit to operate a commercial megacycle or megacycles must be made on forms provided by the city and include such information as the city may require, including the following:

(1) The name of the applicant.

(2) The proposed fixed place of business as required by this article.

(3) The make, model, serial number, color, and passenger capacity of each megacycle to be used in the business.

(4) If the applicant is an individual, his or her residence address.

(5) If the applicant is a partnership, the names and residence addresses of each co-partner, and the name of the partnership.

(6) If the applicant is a corporation or limited liability company, the names and addresses of all current officers or members.

(7) The business trade name under which the megacycles will be operated.

(8) The names and addresses of all commercial megacycle drivers who will be driving the applicant's megacycles.

(9) The proposed schedule of dates and hours of operation of megacycles.

(10) The proposed megacycle route or routes, including all locations proposed for passenger loading and unloading and all temporary stopping locations.

(11) A description of the applicant's proposed commercial megacycle driver dress code, including a depiction of the trade name identification or logo to be included on the driver's uniform. The dress code must meet the minimum dress requirements set forth below.

(12) The name and address of the person designated by the applicant to receive notices for the applicant, if the applicant is a corporation or partnership.

(13) Proof of insurance meeting the requirements of this article.

(b) The applicant must submit an application fee of $200.00 for the administrative costs of processing the application. The application fee is nonrefundable.

Sec. 86-93. Review and approval.

(a) The city will review the completed application to ensure compliance with this Code and the Land Development Regulations, including as to place of business.

(b) No permit will be issued unless the city is able to verify compliance with all applicable regulations, and the applicant has paid the fees required by this article and the appropriate business tax for each megacycle to be placed in service.

(c) A permit issued under this article will state the approved trade name, the name and address of the person designated to receive notices, the make and model of each megacycle authorized to be used by the permittee, the route or routes approved, and the approved dates and hours of operation. The permit will include any additional conditions the city may impose to ensure compliance with the requirements of this article.

(d) Concurrent with the issuance of a permit, the city will issue one decal for each megacycle authorized by the permit. The decals must be placed on the megacycles provided below.

Sec. 86-94. Permit fees.

The annual permit fee is $250.00 for each megacycle authorized.

Sec. 86-95. Trade name required.

No person may conduct a commercial megacycle business within the city unless the person has adopted and uses an approved, uniform trade name for the business, which must be prominently displayed on megacycles operated by or in connection with the business. No trade name will be approved if the name contains language, references, or symbols not suitable for minors, vulgar language, or has the potential to confuse the identity of the permittee with any other business or organization, including governmental organizations.

Sec. 86-96. Fixed place of business required.

No person may operate a business involving the use of megacycles on the streets within the city unless the person establishes and maintains a fixed headquarters on private property for the operation of the company's business. If located within the city limits, the headquarters must conform to the ordinances of the city and provide adequate conforming off-street parking space for all megacycles stored at the site. No person will move the headquarters except through the approved transfer of the permit to another location.

Sec. 86-97. General operating conditions.

Every commercial megacycle will be operated in accordance with the following requirements:

(1) Operation will be for the primary purpose of providing guided touring and sight-seeing of the city to megacycle passengers. A megacycle will not be operated to provide taxi service.

(2) A commercial megacycle will operate solely on those city streets included as part of the route approved in the permit issued. A permit may include provisions restricting locations for storage of megacycles or requiring the use of transport vehicles to and from the assigned routes, when not in use. In addition, the city may temporarily prohibit a commercial megacycle from operating on all or a portion of its assigned route when necessary for public health, safety, or welfare, such as street closings and major event periods.

(3) Except for emergencies, passenger loading and unloading will be confined to those locations designated in the permit.

(4) Except for emergencies, the temporary stoppage of the megacycle along the route will only be permitted for the purposes outlined in the permit.

(5) The megacycle will move to the edge of street pavement before loading or unloading passengers. No commercial megacycle will pause or stop for the sole purpose of narrating a tour.

(6) All passengers must remain seated while megacycle is in motion.

Sec. 86-98. Beverage Conditions.

(1) Passengers may bring their own beverages in accordance with Florida Statute §316.1936 (Open Container Law) and applicable local laws.

(2) Glass containers are prohibited.

(3) Operators are responsible for ensuring passenger safety and responsible conduct.

(4) Operator must provide a trash receptacle for riders.

Sec. 86-99. Vehicle requirements.

Each commercial megacycle must meet the following requirements:

(1) The megacycle must be designed and used as a single unit. Any megacycle that consists of two separate units attached or connected by devices such as a hitch, ball and socket, noose, or chain, is prohibited.

(2) The megacycle must be equipped with a pair of operated headlights capable of projecting a beam of white light for a distance of 500 feet, and a pair of operated taillights each exhibiting a red light visible from a distance of 600 feet to the rear.

(3) The megacycle must be designed and used so that steering and brakes are under the control of the megacycle driver and is not controlled in any manner by the passengers.

(4) The megacycle must be used as originally manufactured. Any megacycle that uses braking, seating, pedals, or steering other than those that are a part of the original manufacture, or that appear to be unsafe, will be prohibited.

(5) The megacycle must be painted in the color scheme approved in the permit and must prominently display the permittee's trade name and telephone number in two-inch lettering or larger.

(6) The megacycle must be kept clean and sanitary throughout and maintained in sound operating condition. All safety devices and all other equipment must be kept in such condition as to ensure safe operation.

(7) No megacycle will contain advertising inconsistent with this article. Each permittee must submit to the city any proposed advertisement prior to installation of the advertisement on the megacycle. The city will approve proposed advertisements only so long as they are in complete conformity with this article. Advertisements will be permitted only on the back or side panels of the megacycle. No advertisement will be permitted which contains any profanity or sexual content.

Sec. 86-100. Requirements for drivers and other personnel.

(a) A commercial megacycle shall be (i) operated at all times by its owner or lessee or an employee of the owner or lessee, (ii) operated by a driver at least 21 years of age who possesses a Class E driver license, who shall supervise the passengers while the commercial megacycle is in motion.

(b) All commercial megacycle drivers and any other employees or agents of the permittee, while operating or assisting in the operation of a megacycle within the city, must meet the following additional requirements:

(1) Be clothed consistent with the permittee's approved dress code. Clothing bearing the name, logo, or other form of identification of any company other than the company

whose color scheme is on the vehicle being operated, will not be deemed to be consistent with the approved dress code.

(2) Carry and prominently display on his or her person a photo ID including the company trade name, phone number, address, city permit number, and such other information as the city may require.

(3) While the megacycle is in operation within the city limits, the following are prohibited, and the driver and any other employees or agents of the permittee aboard shall be responsible for monitoring and enforcing these prohibitions:

a. The number of passengers aboard the megacycle must not exceed the number for which it was designed.

b. No passenger may stand in the vehicle while the vehicle is in motion.

c. Passengers are not permitted to sit anywhere in or on the vehicle, other than in the manufacturer's designed passenger seating.

d. Sitting, sleeping, loitering, or allowing others to sit, sleep, or loiter within the passenger compartment of the vehicle while on the public right-of-way is prohibited.

e. Use of indecent or profane language, or engaging in loud or boisterous talking, shouting, or disorderly conduct, or otherwise acting in a manner as to vex or annoy reasonable persons including passengers is prohibited. Music and onboard entertainment must comply with the City of New Smyrna beach Noise Ordinance (Chapter 46, or as amended) and remain at levels that do not cause disturbance to nearby residents, businesses, or public spaces.

f. Illegal use of controlled substances, consumption of alcoholic beverages or possession of controlled substances by drivers or other employees either immediately before or while on duty is prohibited.

(4) Operators will ensure compliance with all applicable Florida Statures and city ordinances.

(c) Each commercial megacycle driver:

(1) Shall not have had more than three moving violations in the last three years and no more than two moving violations in the last year.

(2) Shall not have been convicted of careless or reckless driving or any violation of Florida Statutes regulating the driving of vehicles while impaired within the past three years.

(d) A commercial megacycle driver is prohibited from:

(1) Operating the megacycle on public rights-of-way within the city other than those specifically permitted herein.

(2) Standing or stopping the vehicle other than in an area designated in the permit as an authorized staging area, except in case of emergencies.

(3) Operating the megacycle so as to impede the flow of pedestrians, except in case of emergencies.

(4) Operating the megacycle in a manner that results in damage to public property.

(5) Creating, or materially contributing to, a parking problem or traffic congestion as a result of operation of the megacycle.

(6) Operating the megacycle in violation of any applicable state traffic laws. Drivers will comply with all applicable state traffic laws, including but not limited to F.S. §§ 316.2065 and 316.2122, respectively, as the same may be amended from time to time.

(7) Obstructing other vehicular traffic by unnecessarily weaving or changing lanes of travel.

(8) Operating, maneuvering, inclining, spinning, tilting, tipping, sloping, or positioning a megacycle in any manner that would unnecessarily place a passenger in any position other than seated upright.

(9) Operating the megacycle when the megacycle does not fully comply with all requirements of this article.

Sec. 86-101. Liability insurance coverage required.

(a) No permit will be issued unless the applicant obtains liability insurance covering all megacycles used in the business operation. The insurance must be in a form approved by the city's risk manager and must be provided by an insurance company authorized to do business in the State of Florida.

(1) The required policy will be in the penal sum of not less than $1,000,000.00 combined single limit per occurrence for bodily injury (including death) and property damage. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than $2,000,000.00. In addition, the permittee shall maintain alcohol liability insurance in the amount of $1,000,000.00 per occurrence if alcoholic beverages are allowed on the megacycle.

(2) The permittee must obtain and maintain a separate policy of indemnity insurance for each separate megacycle used for permitted services, except where the permittee actually owns or holds legal title to more than such vehicle, in which event the permittee may obtain and maintain a single policy of indemnity insurance covering all megacycles actually owned. This latter provision, however, will not apply to any group of persons separately owning megacycles who may be jointly operating or doing business under a permitted company name.

(3) Each insurance policy must contain a provision obligating the insurance company to notify the city risk manager in writing at least 30 days prior to any amendment, modification, or cancellation of the policy.

(4) The liability insurance policy must list the City of New Smyrna Beach as an additional insured.

(b) The permittee must at all times maintain the liability coverage required in this section.

Sec. 86-102. Amendment to permit.

(a) If the permittee desires to change the name or address provided for receipt of notices in the permit, add additional megacycles to the megacycles listed in the permit, revise the approved routes or approved dress code, or make other material changes to the terms and conditions of the permit, the permittee must apply for an amendment to the permit using such forms and providing such information as the city may require.

(b) At the time of submitting an application for amendment the permittee must pay a non-refundable application fee of $100.00. If the permittee is seeking to add megacycles to the number previously permitted, the permittee must also pay any increase in the business tax that may be required by chapter 74 of this Code.

(c) In determining whether to approve an application to amend a permit the city will generally use the procedures referenced above for applications for new permits.

Sec. 86-103. Business tax receipts.

No permit will be issued or continued in operation unless the applicant or permittee, as applicable, has paid the annual business tax required by this Code each year for each megacycle authorized by the permit. All business tax receipts must be renewed before October 1 of the fiscal year as required by this Code for each megacycle covered by the permit.

Sec. 86-104. Transferability.

(a) A permit may not be sold, assigned, mortgaged, or otherwise transferred, nor may corporate ownership or management be changed, without the approval of the city.

(b) The transferee of a permit must file an application in the same manner as an original application. A copy of the agreement to transfer the permit must be attached to the application.

(c) Upon approval by the city, the permit will be marked "Transfer Permit."

(d) Whenever a permit is issued jointly in the name of two persons and one person dies, the city is authorized to transfer the permit to the survivor alone.

Sec. 86-105. Surrendering and canceling.

A permittee may voluntarily surrender the permit to the city. No permit fees will be refunded.

Sec. 86-106. Permit suspension and revocation.

(a) The city may suspend or revoke a permit if any of the following occur:

(1) The permittee, or the permittee's principals, officers, employees, or agents, made willful false or misleading statement in an application for permit.

(2) The permittee, or any of his or her drivers or other personnel, have violated any provision of this article.

(3) The permittee has failed to obtain a current business tax receipt for each megacycle.

(4) The permittee has failed to pay any judgment which has been rendered in any court of competent jurisdiction against the permittee or his or her agents because of injuries to persons or property in connection with the operation of a megacycle.

(5) The permittee has failed to take proper precaution to prevent his or her drivers or other employees or agents from violating the terms of this article or any applicable traffic laws or criminal laws.

(6) The permittee, or any of the permittee's principals, officers, drivers, employees, or agents, have violated any ordinances of the city, laws of the State of Florida, or laws of the United States, which reflect adversely on the fitness of the permittee to offer public tours.

(7) Upon bankruptcy of the permittee.

(8) Upon the death of a permittee, or if the permittee is a corporation, limited liability company, or similar organization, upon the dissolution of the organization.

(b) The city will provide written notice to the permittee of an order suspending or revoking a permit. Notice will be valid if sent by U.S. Mail or if hand delivered to the person and address provided for receipt of notices in the permit.

Sec. 86-107. Appeal procedure.

If the city denies an application for a permit required by this article, or issues an order of suspension or revocation, the applicant or permittee may file a written appeal within ten calendar days of notification. Appeals must be filed with the Development Services Department administrator who will coordinate an appeal hearing. The appeal will be heard by the city manager whose decision will be final administrative action.

Sec. 86-108. Civil penalty for violations.

Enforcement or complaints will be proceeded by the New Smyrna Beach Police Department and or the City of New Smyrna Beach Code Compliance Department in accordance with existing and amended laws and procedures. Any person violating any provision of this section shall be punished by a civil fine not exceeding $500.00. A separate fine shall be issued for each violation.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 80-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD ANNEX APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

December 9, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Voluntary annexation:

- **From:** Unincorporated Volusia County.
- **To:** City of New Smyrna Beach.

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, North of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar Mill Drive is currently used for agriculture. A location map is attached as **Exhibit A,** and an aerial map is attached as **Exhibit B**. Existing land uses are shown on the map attached as **Exhibit C**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this case, the applicant has paid application fees to request a City Future Land Use and a City Zoning that is not compatible with the current Volusia County Future Land Use and County Zoning. The existing County FLU category is Urban Medium Intensity. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial. The proposed City zoning designation is PUD, Planned Unit Development.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit D).** A map of the soil limitations for septic systems is attached as **Exhibit E**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities.

A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit F**. The ISBA map is attached as **Exhibit G**. The legal description and Warranty Deed are attached as **Exhibits H** and **I**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted, 6-0, to give the City Commission a positive recommendation to approve the annexation application. A copy of the Draft Minutes for that Meeting Item 5.B is attached (as **Exhibit J**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the positive recommendation from the Planning and Zoning Board, the Planning Department recommends the City Commission **approve** the requested annexation application.

Fiscal Analysis:
N/A

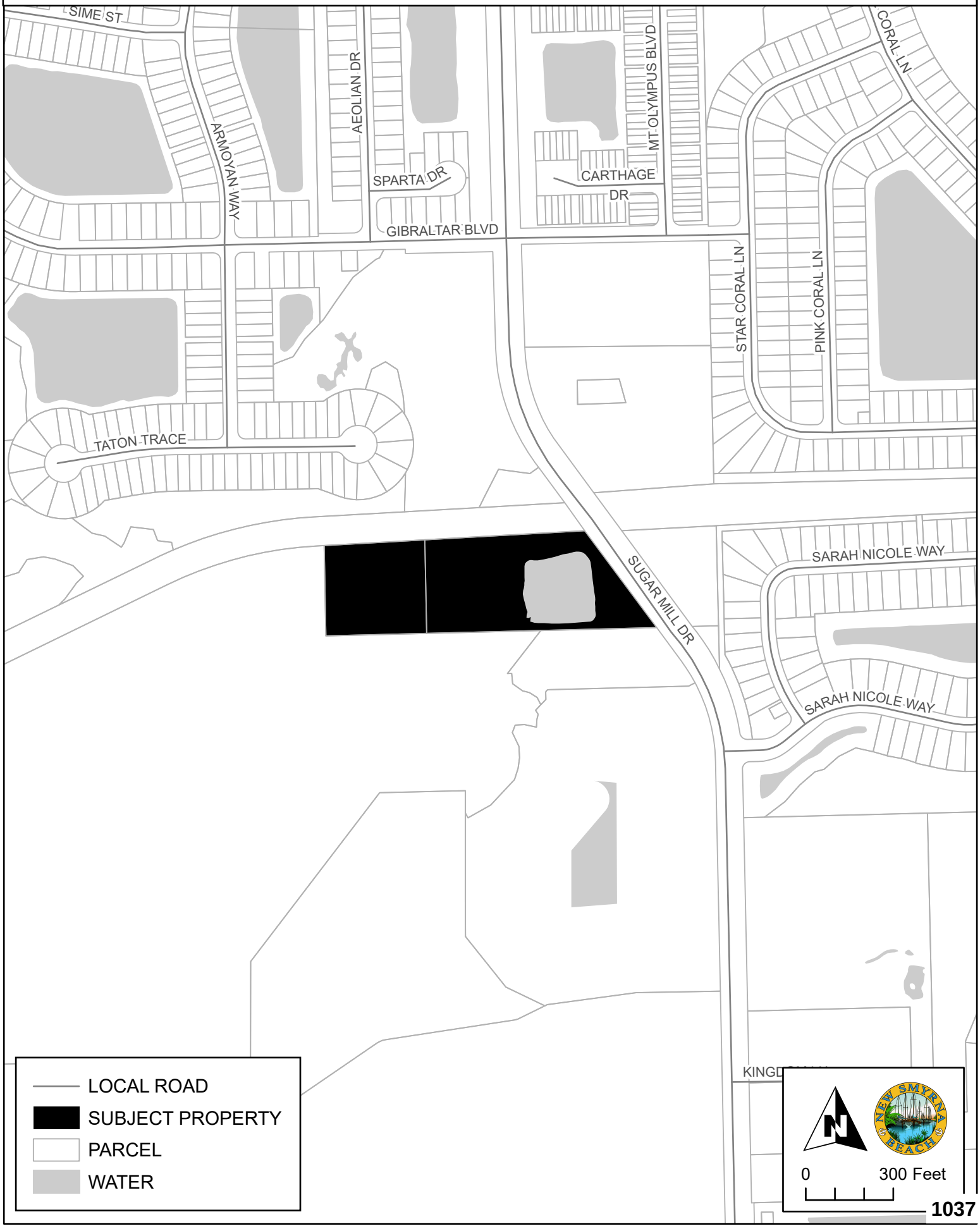
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing Land Use Map.pdf
Exhibit D Water and Sewer Service Area.pdf
Exhibit E Soil Limitation for Septic Systems.pdf
Exhibit F Commission Zones Map.pdf
Exhibit G Interlocal Service Boundary Agreement Map.pdf
Exhibit H Legal Description.pdf
Exhibit I Special Warranty Deed.pdf
Exhibit J Minutes (draft) P & Z Board re Item 5.B. Annexation.pdf
Business Impact Estimate - Ord 80-25 390 Sugar Mill Dr.pdf
Ord 80-25 Annex 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

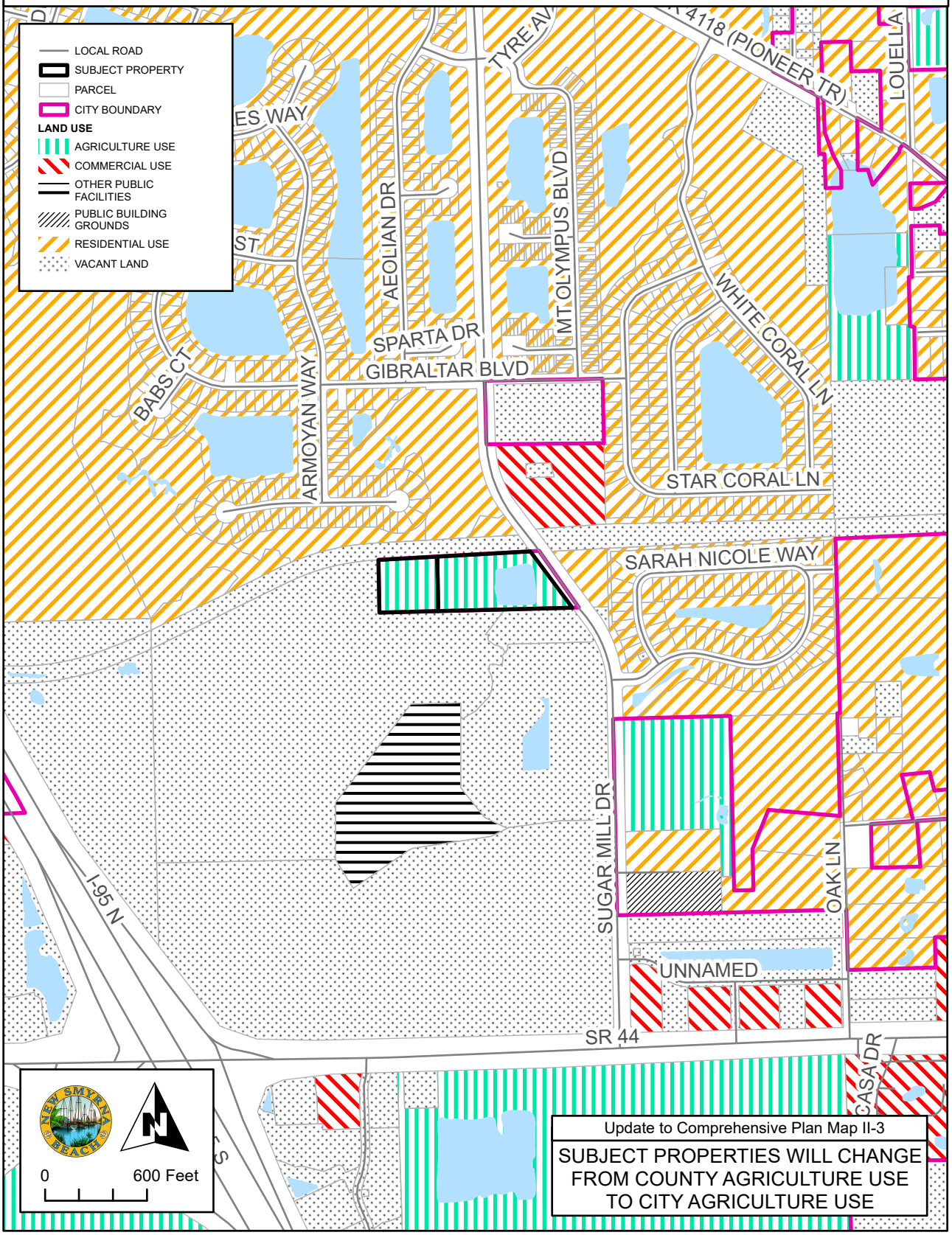


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



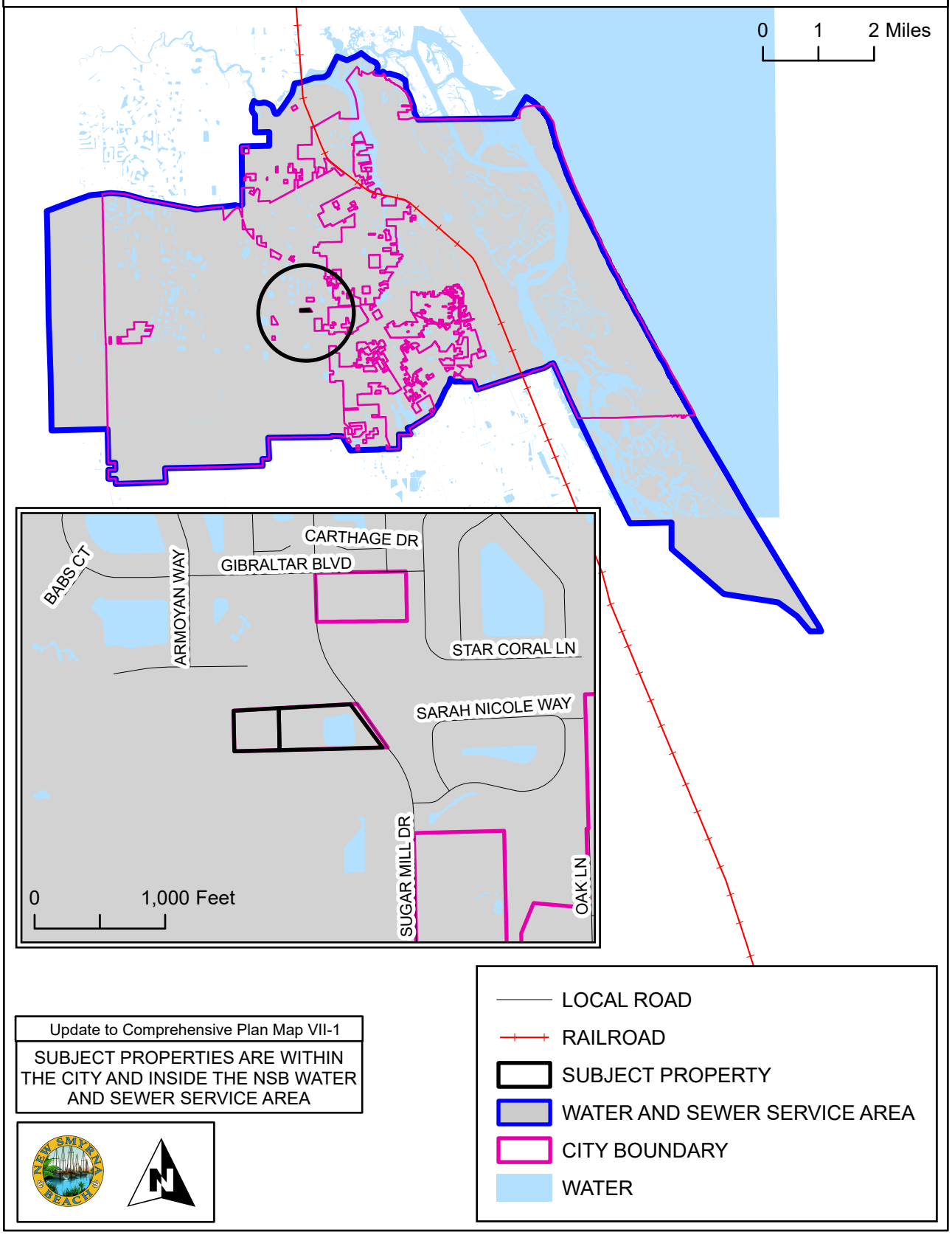
EXISTING LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

A-6-25

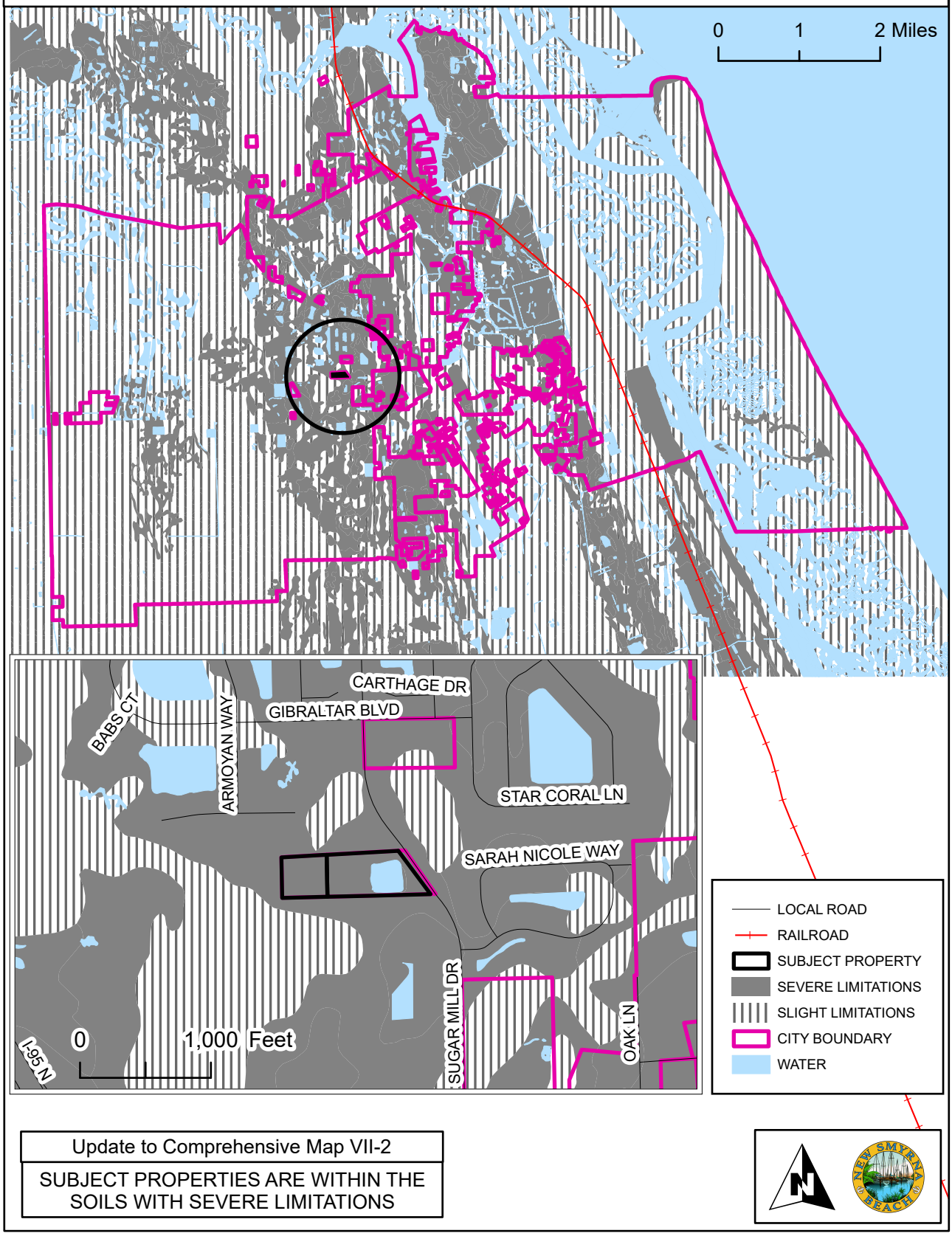


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

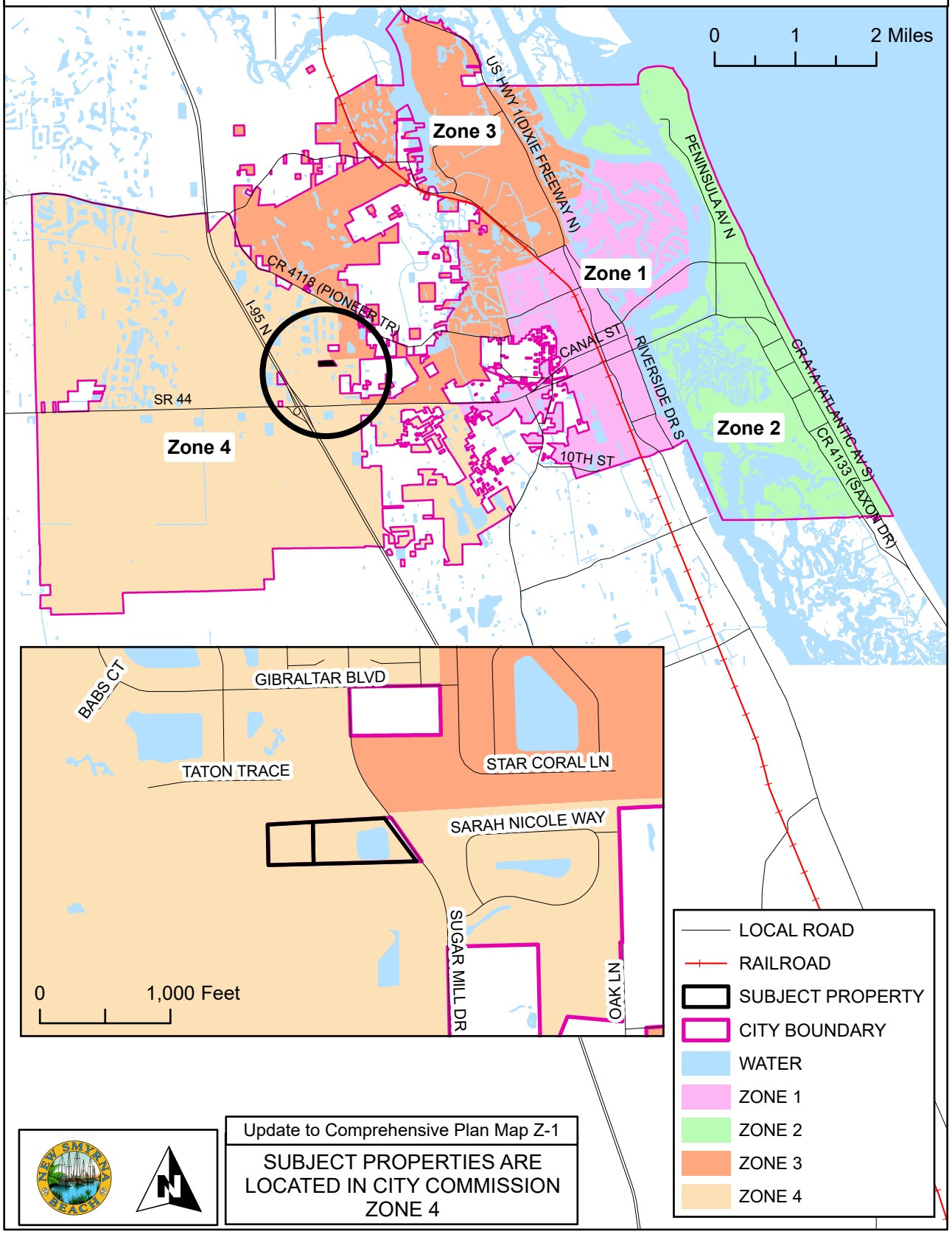


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

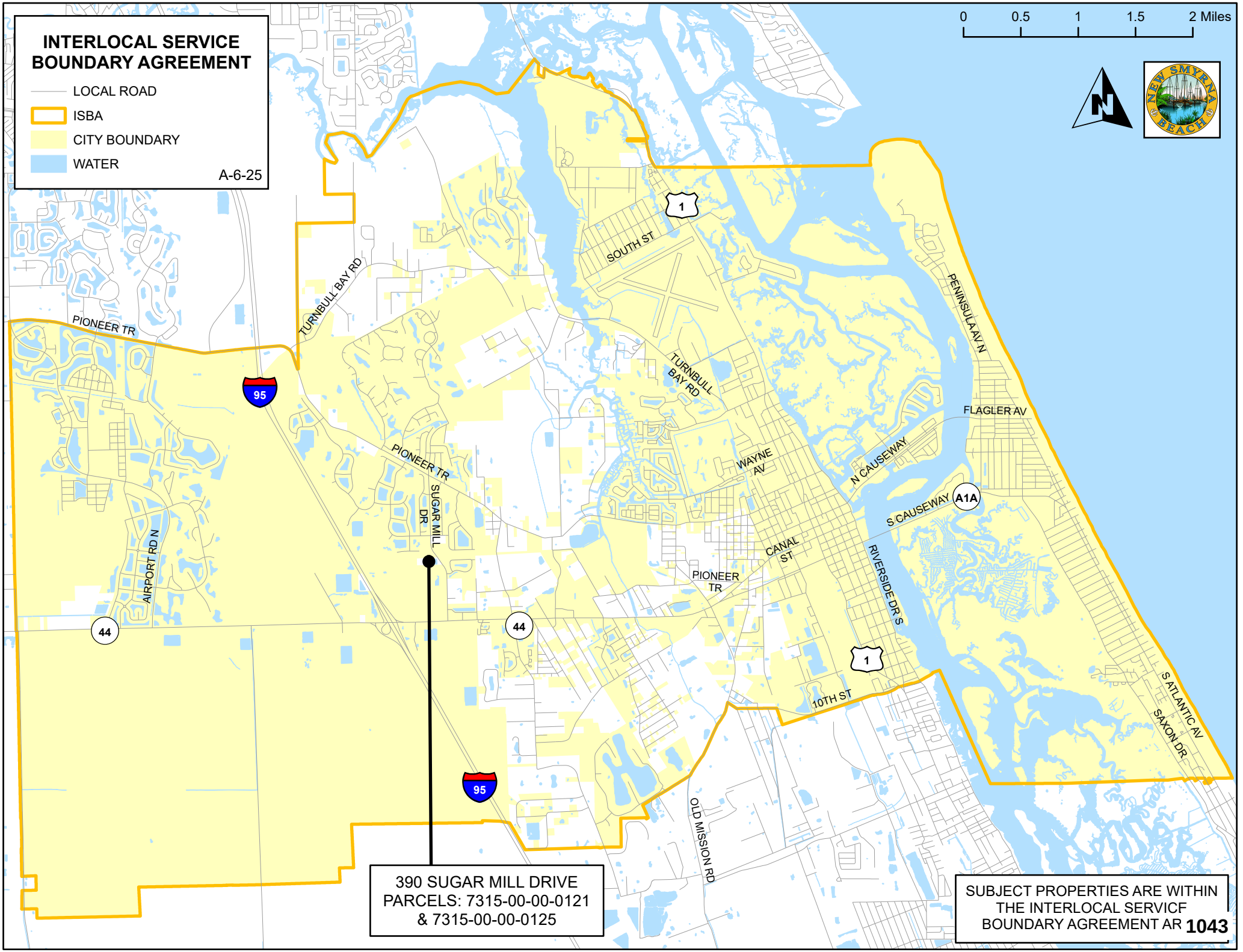
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
AIRPORT RD N
SUGAR MILL DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1043

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE"
SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: Regina W Orlik
Print Name: Regina W Orlik

Signature:
Print Name: Stephen Niswonger

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: Nicole Cobb

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

Regina W Orlik
Notary Public
Print Name: Regina W Orlik
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Mr. Baker went over the Site Plan requirements for Class I, II and III.

Grant Day, Assistant City Attorney, stated that the regulation is mandated by state law, limiting local discretion.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hulvershorn, moved to recommend approval to City Commission for ZT-08-25 Certified Recovery Residences, as submitted. Member Causey seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hulvershorn
SECONDER:	Causey
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.B A-0006-2025: Review and give a recommendation to the City Commission on an annexation application for 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to voluntary annex from Unincorporated Volusia County, RPUD, Residential Planned Unit Development, to City PUD, Planned Unit Development.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.C CPA-0005-2025: Review and give a recommendation to the City Commission on a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density on approximately 7.56 + acres of land located at 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORD 80-25 Annexing 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 80-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ANNEXING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE; PROVIDING FOR REDEFINING BOUNDARIES OF THE CITY; DESIGNATING THE PROPERTY WITHIN COMMISSION ZONE 4; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR REQUIRED FILINGS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the annexation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive; and

WHEREAS, the Planning and Zoning Board, at its regularly scheduled meeting on October 6, 2025, by a vote of 6-0, recommended that the City Commission approve the requested annexation; and

WHEREAS, the City Commission of the City of New Smyrna Beach is desirous of annexing the real property described in the first paragraph above, and the City Commission hereby finds and determines that the petition for annexation bears the signature of the owner of the property in the area proposed to be annexed, and the property is within the Interlocal Service Boundary Agreement area.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Annexation.*** That the real property is located in Volusia County, State of Florida, legally described as:

SEE EXHIBIT "A" LEGAL DESCRIPTION AND LOCATION MAP ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

and to the centerline of all surrounding rights-of-way shall be and the same is hereby annexed into the City of New Smyrna Beach and made a part hereof pursuant to §171.044(1)-(2) and §171.204, F.S.

SECTION 2: ***Boundary Adjustment.*** That the boundary lines of the City of New Smyrna Beach shall be and the same are hereby redefined and shall hereinafter read as follows:

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Commission Zone.*** That the real properties annexed shall become a part of Zone 4. New Smyrna Beach Charter, §3.07.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published once a week for two consecutive weeks and provided to the County Council by certified mail is deemed to comply with Section 171.044, F.S.

SECTION 5: ***Filing.*** That within SEVEN (7) days after adoption, this ordinance shall be filed by the City Clerk with the Clerk of the Circuit Court, the County Manager and the Florida Department of State. The City Clerk shall file with this ordinance a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds. §171.044(3), F.S.

SECTION 6: ***Charter Revisions to the Department of State.*** The Charter Boundary Article shall be revised to reflect the changes in the municipal boundaries resulting from this annexation and shall be filed as a revision of the City Charter with the Florida Department of State within THIRTY (30) days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area. §171.091, F.S.

SECTION 7: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 8: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 9: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 10: ***Effective Date.*** That this ordinance shall become effective 60 days after its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/3/2025

EXHIBIT "A"

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

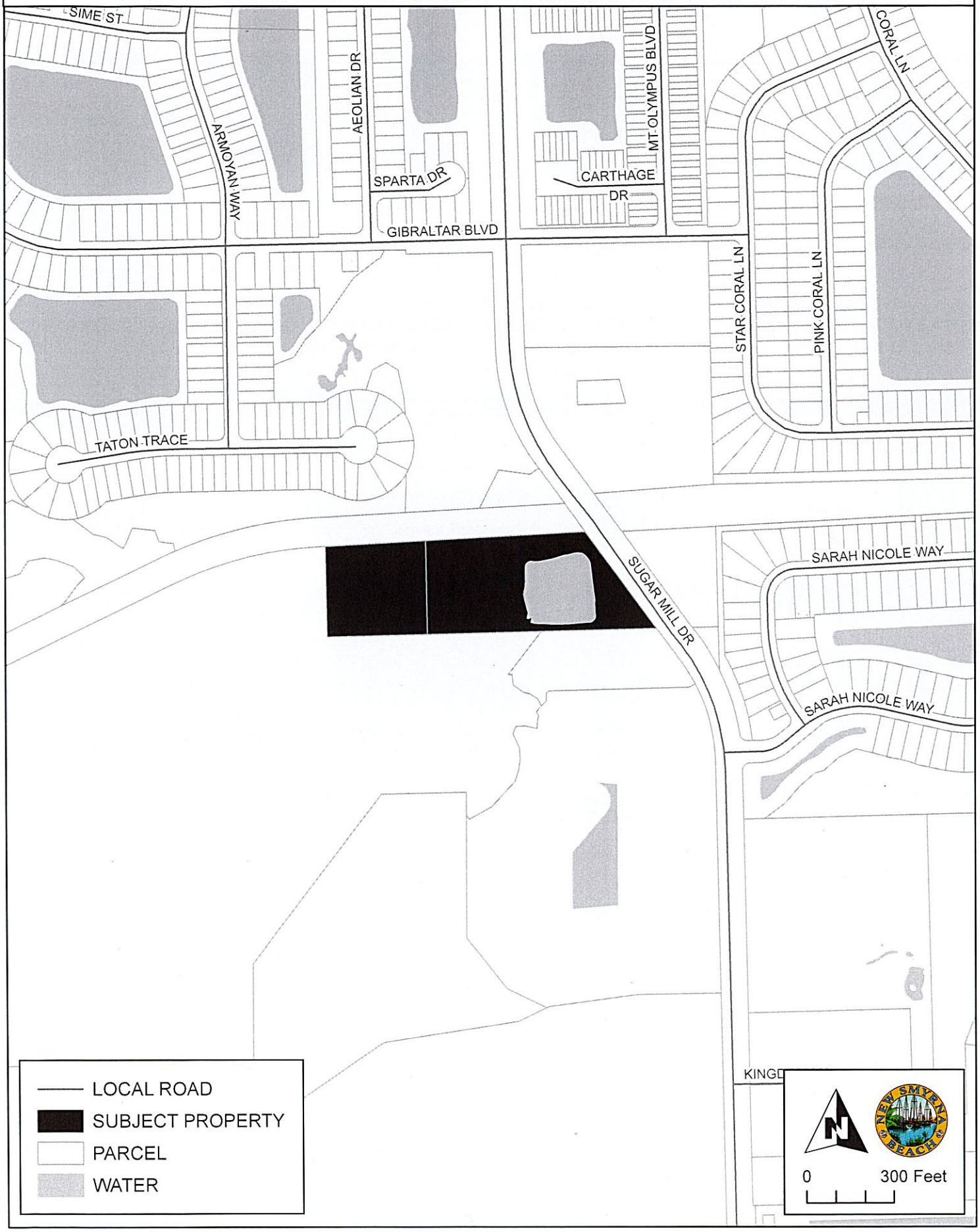
Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

EXHIBIT "A"

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP



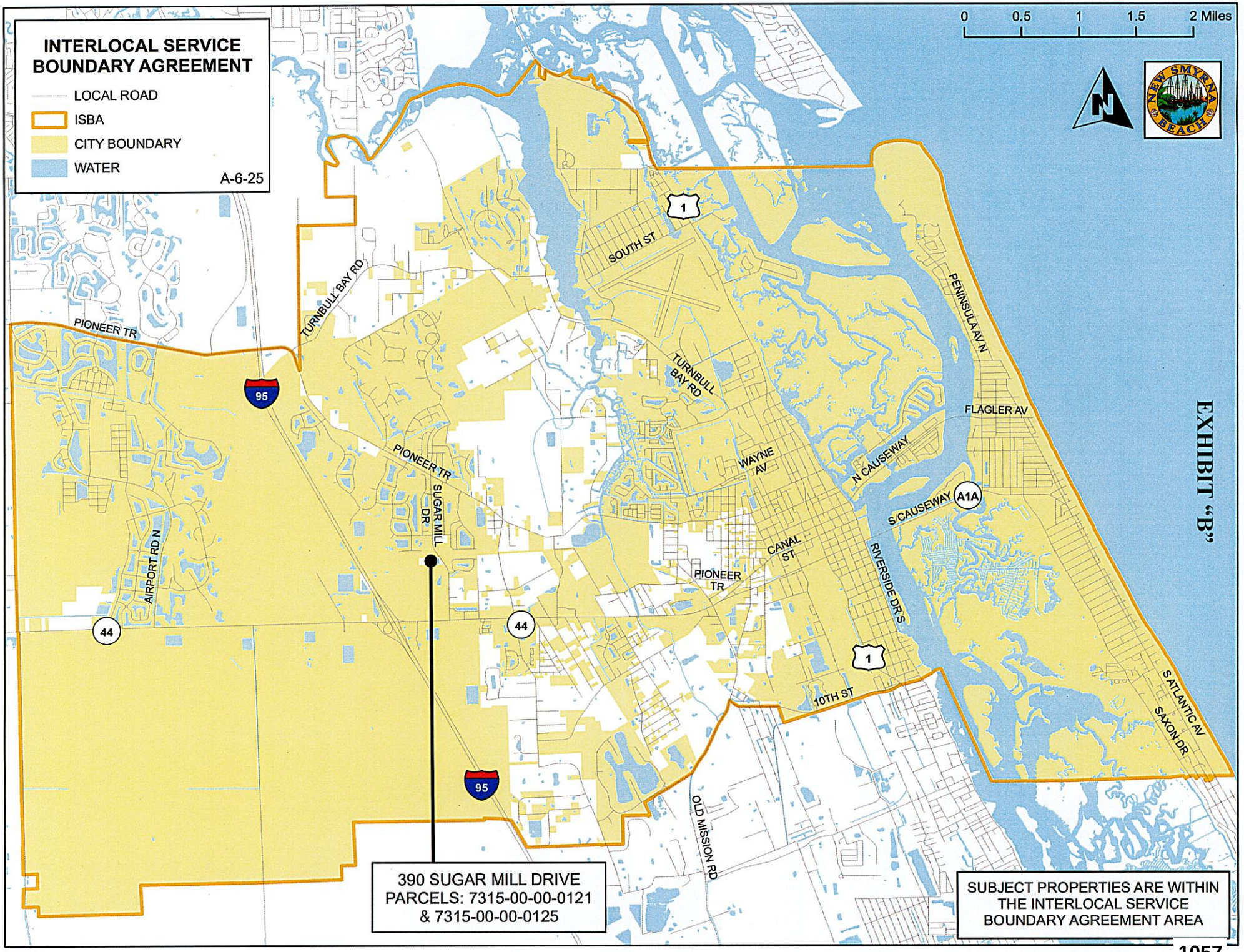
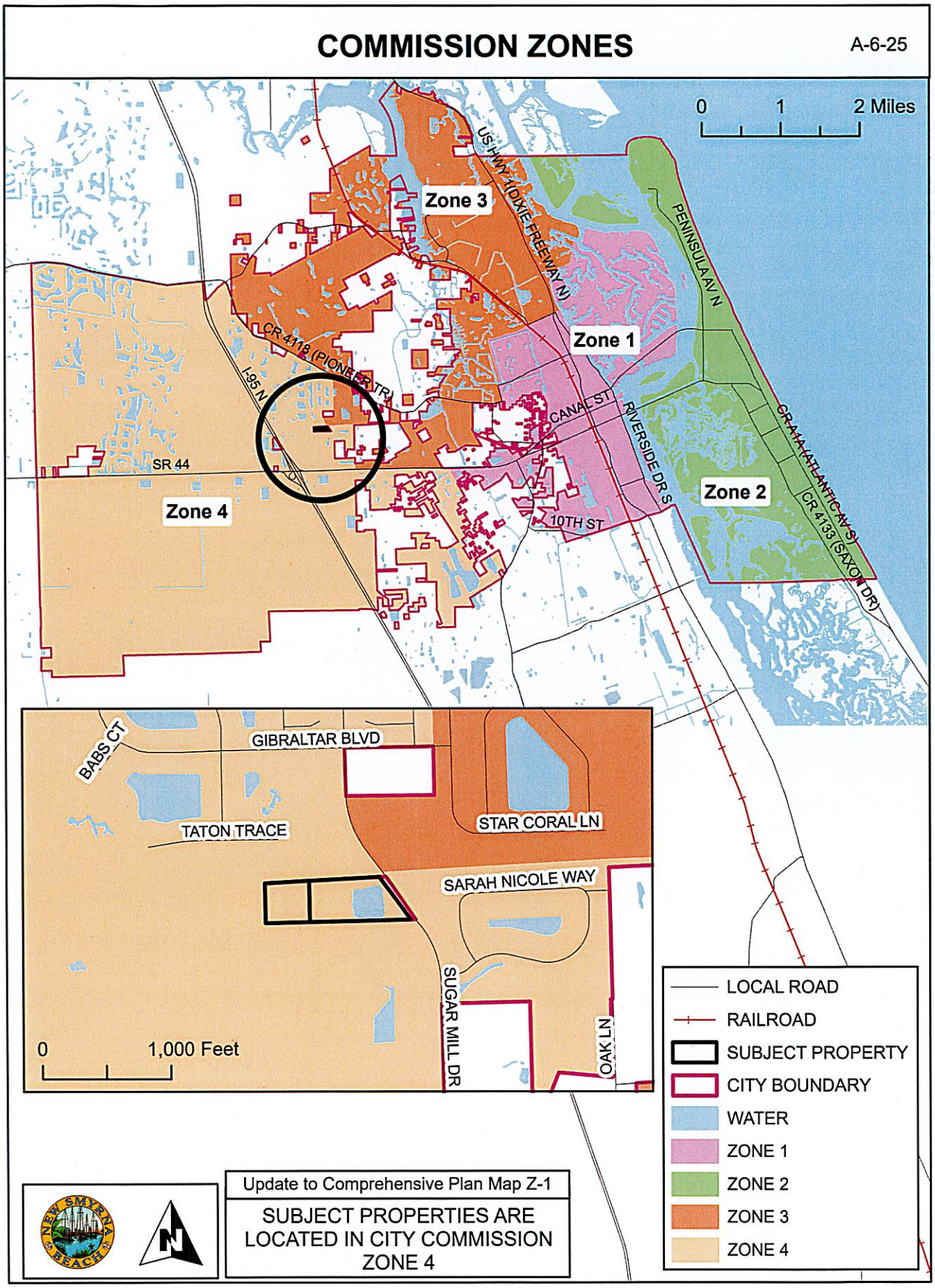

INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0 0.5 1 1.5 2 Miles
EXHIBIT "B"
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
N CAUSEWAY
S CAUSEWAY
A1A
WAYNE AV
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA

EXHIBIT "C"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
CR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 81-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A PROPOSED SMALL-SCALE *COMPREHENSIVE PLAN* AMENDMENT CHANGING THE FUTURE LAND USE TO COMMERCIAL AND LIMITING THE ALLOWABLE RESIDENTIAL DENSITY AND FLOOR TO AREA RATIO, (FAR) ON APPROXIMATELY 7.6 ± ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE.

December 9, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Small-Scale *Comprehensive Plan* amendment:

- **From:** Volusia County Future Land Use (FLU) category of Urban Medium Intensity.
- **To:** City Future Land Use category of Commercial, with two voluntary stipulations offered by the applicant concerning additional limitations on potential residential density and Floor Area Ratio (FAR).

Site Information:

- **Size:** 7.6 ± acres.
- **Location:** West side of Sugar Mill Drive, north of State Road 44.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125.

Findings:

On April 23, 2013, the City Commission adopted an Interlocal Service Boundary Agreement (ISBA). The ISBA, which is permitted under Chapter 171, Part II, Florida Statutes, allows the City of New Smyrna Beach to annex any parcels that are within the designated annexation area, even if they are not contiguous to the current municipal boundaries. The agreement, which is between the County of Volusia and the City, was also approved by the County on May 2, 2013. A new updated agreement was approved on May 2, 2022.

The subject property is within the annexation area designated in the ISBA. The subject property on Sugar mill Drive is currently being used for agriculture. A location map is attached as **Exhibit A**, and an aerial map is attached as **Exhibit B**.

The existing Volusia County Future Land Use (FLU) category of the subject property is shown on the following map as **Exhibit C**. The text description of the existing Future Land Use category for the subject property is attached as **Exhibit D**. Existing land uses are shown on the map attached as **Exhibit E**.

The established City Commission policy is that when properties are annexed into the City, the City will assign future land use categories and zoning designations that would be as similar as possible to existing County categories and designations. In this application, the applicant paid the required application fees and advertising fees because the requested future land use category and zoning designation was not compatible with the existing county future land use category and zoning designation. As discussed above, the existing County FLU category is Urban Medium Intensity. This Future Land Use limits the maximum residential density to 8-units per acre. The Floor to Area Ratio (FAR) is also capped at 0.5. The existing County zoning designation is RPUD, Residential Planned Unit Development. The proposed City FLU category is Commercial.

The applicant has proposed to limit two aspects of the proposed City Commercial FLU, including for maximum residential density even though the accompanying PUD rezoning request is not for any residential uses. The two aspects proposed to be limited are for the potential maximum residential density to be limited to 8 units per acre instead of the otherwise allowable 18 units per acre, and to restrict the potential Floor Area Ration (FAR) from 2.0 to 0.5. A text description of the proposed City Commercial Future Land Use category is attached as **Exhibit F,** with a map of this proposed change also attached as **Exhibit G**.

This annexation request is within the City's annexation area and within the City's water and sewer service area **(Exhibit H).** The parcel on Sugar Mill Drive has a 12-inch water main to the south of the parcel and a 6-inch sewer force main and a 20-inch reclaim water main in the Sugar Mill Drive right-of-way. A map of the soil limitations for septic systems is attached as **Exhibit I**.

The *Land Development Regulations* requires any proposed development to conform to the Concurrency Management System. That system includes traffic, parks and recreation, potable water, wastewater treatment, solid waste collection, storm-water management, and public-school facilities. The subject property on Sugar Mill Drive is currently undeveloped with a proposed Planned Unit Development for a proposed Boat/RV

storage facility. The current Volusia County RPUD was approved for 94 multi-family units, and the proposed City PUD is for a Boat/RV storage facility that will reduce the demand for water, sewer, schools, and traffic. Since the applicant has proposed to cap the residential density to 8-units per acre, and restrict the FAR from 2.0 to 0.5, thus not increasing the density or the FAR, Staff did not prepare a concurrency analysis table for this case.

There are numerous *Comprehensive Plan* maps that must be amended to incorporate the subject property into the *Comprehensive Plan* (see **Exhibits J through V)**. A map showing the subject properties incorporated into Commission Zone 4 is attached as **Exhibit W**. The ISBA map is attached as **Exhibit X**. The legal description and Warranty Deed are attached as **Exhibits Y** and **Z**.

Recommendations:

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested Small Scale *Comprehensive Plan* amendment. A copy of the Draft Minutes for that P & Z Board Meeting Item 5.C. is attached (as **Exhibit AA**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

As the applicant has proposed to limit the overall maximum residential density to eight (8) units per acre and a limitation of a maximum 0.5 FAR, and the site is both relatively isolated and the accompanying PUD rezoning application would be providing more than adequate screening, the Planning Department recommends the City Commission **approve** the requested Small Scale *Comprehensive Plan* amendment to change the Future Land Use to City Commercial as part of this overall annexation application.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

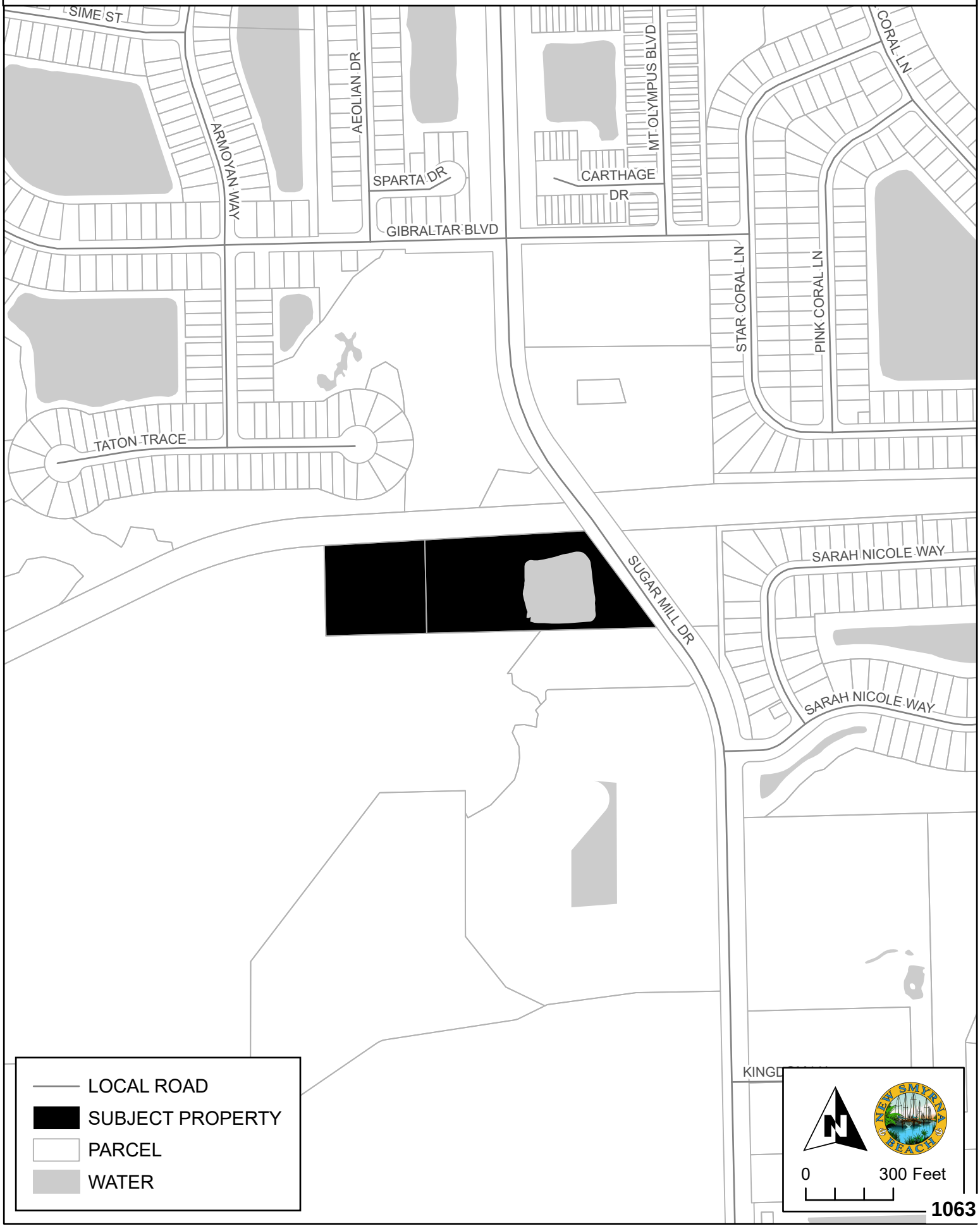
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Existing FLU Map.pdf
Exhibit D County Urban Medium Intensity Text.pdf
Exhibit E Existing Land Use Map.pdf

Exhibit F City Commercial FLU Text.pdf
Exhibit G Proposed FLU Map.pdf
Exhibit H Water and Sewer Service Area.pdf
Exhibit I Soil Limitation for Septic Systems.pdf
Exhibit J Airport Runway Protection Zones.pdf
Exhibit K Bicycle and Pedestrian Facilities.pdf
Exhibit L Boat Slip Siting.pdf
Exhibit M City Parks.pdf
Exhibit N Coastal High Hazard Areas.pdf
Exhibit O Evacuation Routes.pdf
Exhibit P Existing Traffic Lanes - 2009.pdf
Exhibit Q Number of Traffic Lanes - 2025.pdf
Exhibit R Existing Level of Service - 2009.pdf
Exhibit S Level of Service - 2025.pdf
Exhibit T Flood Prone Areas.pdf
Exhibit U Neighborhood Map.pdf
Exhibit V Public Transit Routes.pdf
Exhibit W Commission Zones Map.pdf
Exhibit X Interlocal Service Boundary Agreement Map.pdf
Exhibit Y Legal Description.pdf
Exhibit Z Special Warranty Deed.pdf
Exhibit AA Minutes (draft) of 10-6-25 P & Z Board Mtg for Item 5.C. .pdf
Business Impact Estimate - Ord 81-25 390 Sugar Mill Dr.pdf
Ord 81-25 Small Scale 390 Sugar Mill Dr.pdf

A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

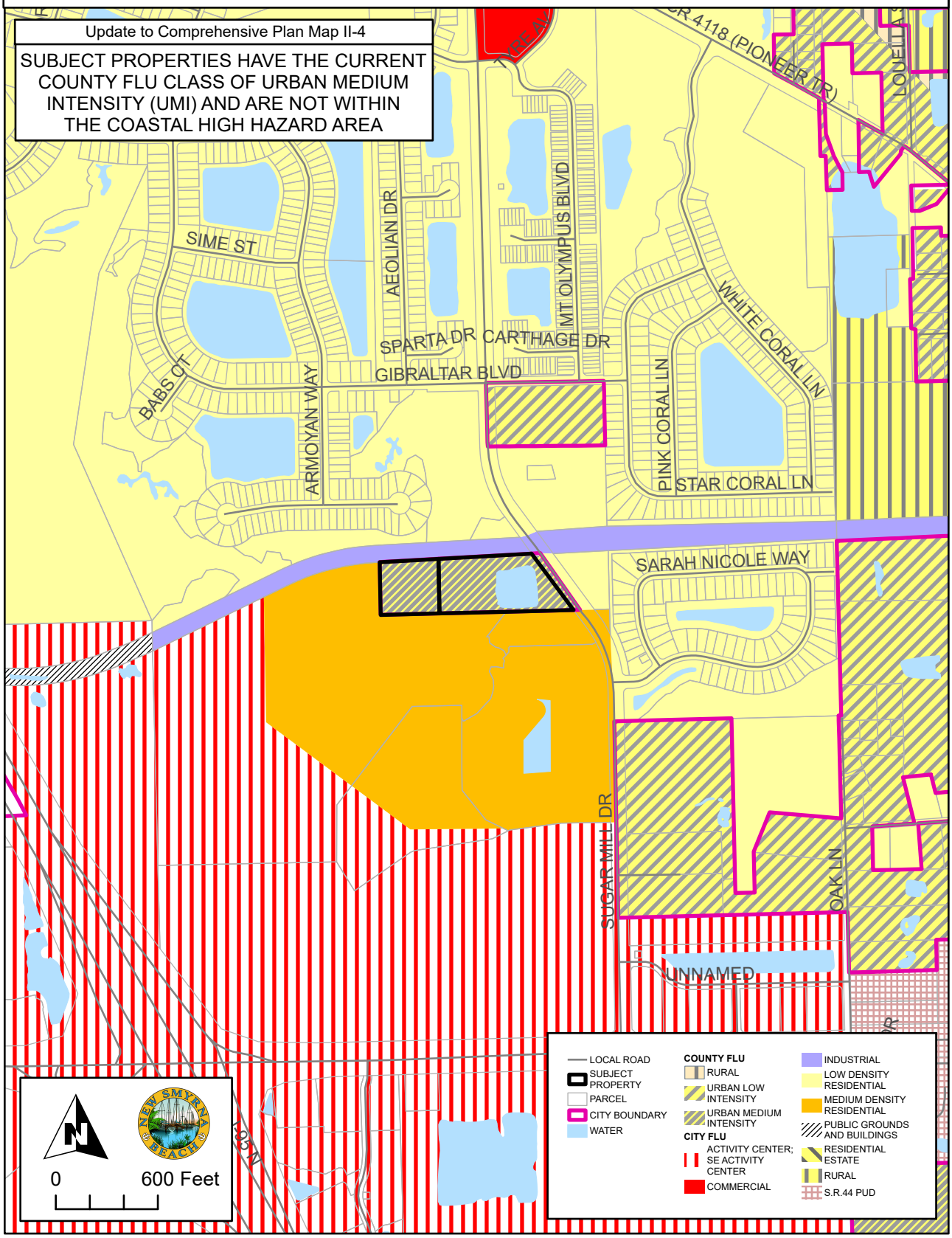


A-6-25: 390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25



Urban Medium Intensity (UMI) –

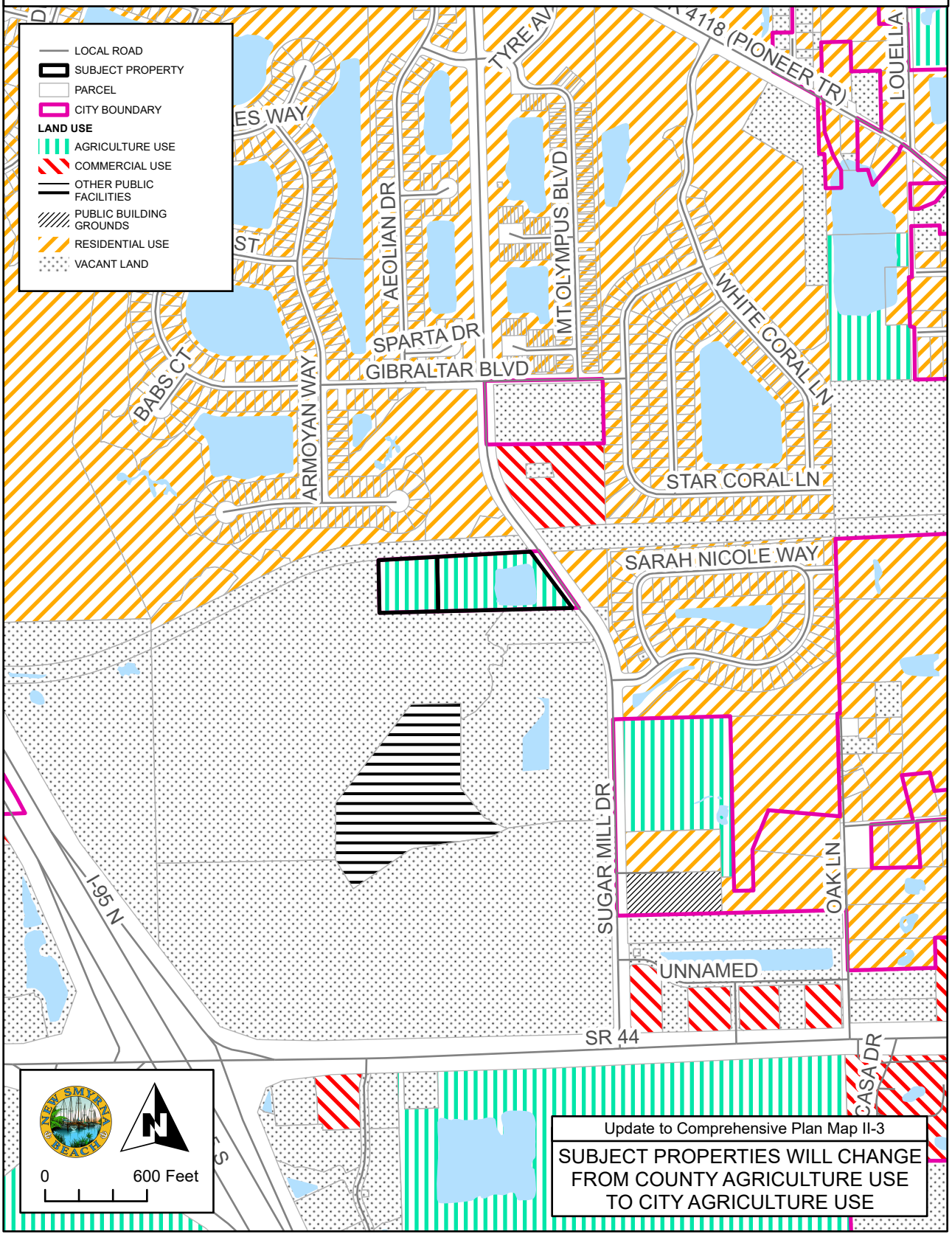
Areas that contain residential development at a range of up to eight (8) dwelling units per acre. The types of housing typically found in areas designated urban medium intensity include single family homes, townhouses and low-rise apartments.

The UMI designation is primarily a residential designation but may allow neighborhood business areas (see Shopping Center definition in Chapter 20) and office development that meet the Comprehensive Plan's location criteria. The commercial intensity shall be no more than a fifty percent Floor Area Ratio (0.50 FAR) and shall be limited in a manner to be compatible with the allowable residential density. In order to be considered compatible, the commercial development should reflect similar traffic patterns, traffic generation, building scale, landscaping and open space, and buffers. More intensive commercial use, other than neighborhood business areas, shall be reserved to areas designated for Commercial.

All requests for nonresidential uses within one- quarter (¼) mile of another jurisdiction shall require notification to that jurisdiction.

EXISTING LAND USE DESIGNATIONS

A-6-25



COMMERCIAL

Maximum allowed density:
8.01 to 12 dwelling units per acre on the barrier island
8.01 to 18 dwelling units per acre on the mainland
Up to 24 transient lodging units per acre

Maximum allowed Floor Area Ratio (FAR): 2.0

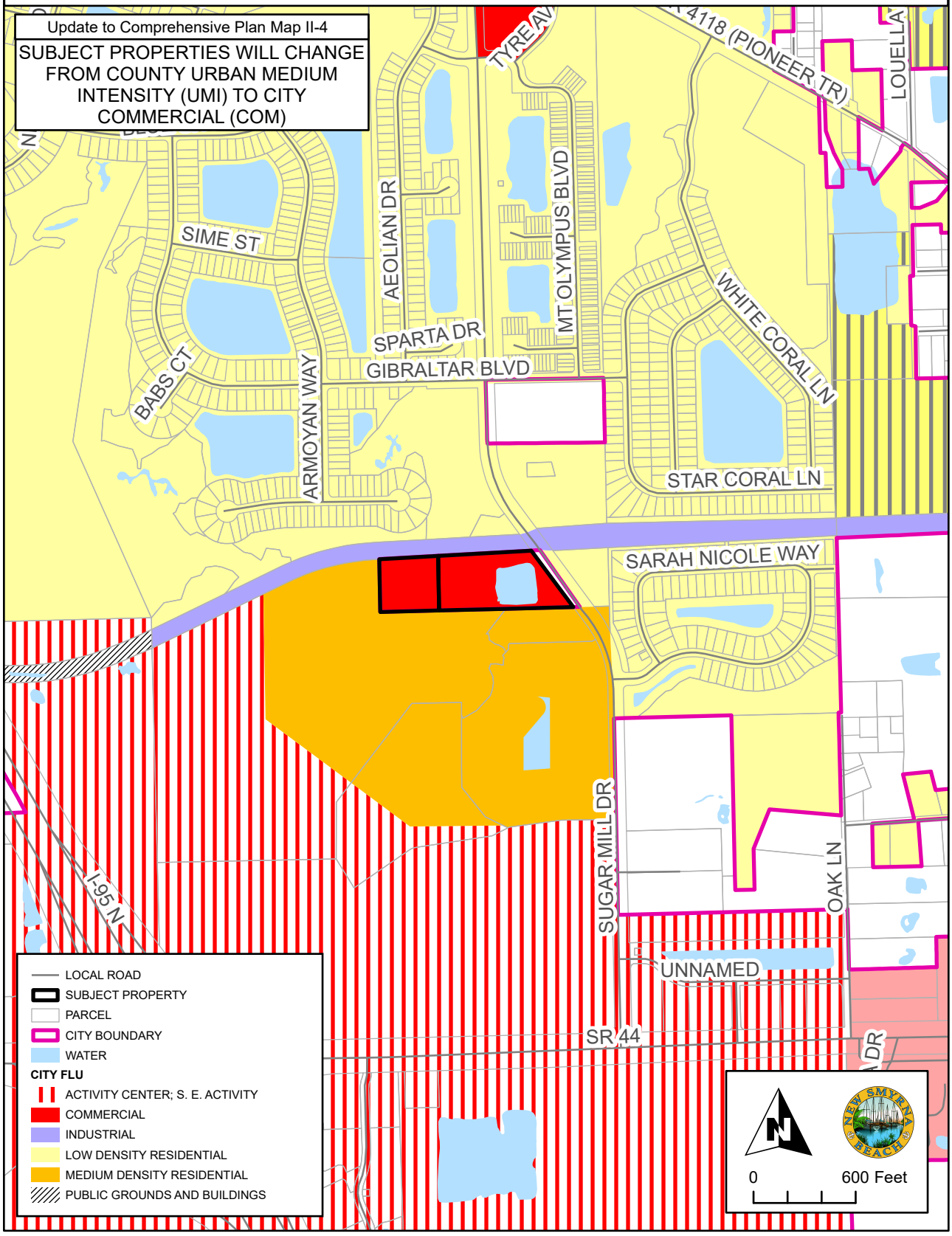
Maximum Allowable Percentage of Uses for Developments Using the Planned Unit Development Format:
Retail: 100%
Office: 100%
Residential: 25%
Industrial: 0%

Intent: This category is intended for the development of high quality business activities, including retail, hotel, office, financial institutions, and high-density residential. They should be confined to certain arterial and collector roads, and to the Flagler Avenue districts.

The State Road 44 corridor, particularly the undeveloped areas west of Old Mission Road, should be developed in a manner to protect adjacent residential neighborhoods from adverse impacts of unbridled commercial development. All properties along the north side of State Road 44, west of Eddie Road, and all properties along the south side of State Road 44, west of Hidden Pines Boulevard, shall be developed or redeveloped using the planned unit development format

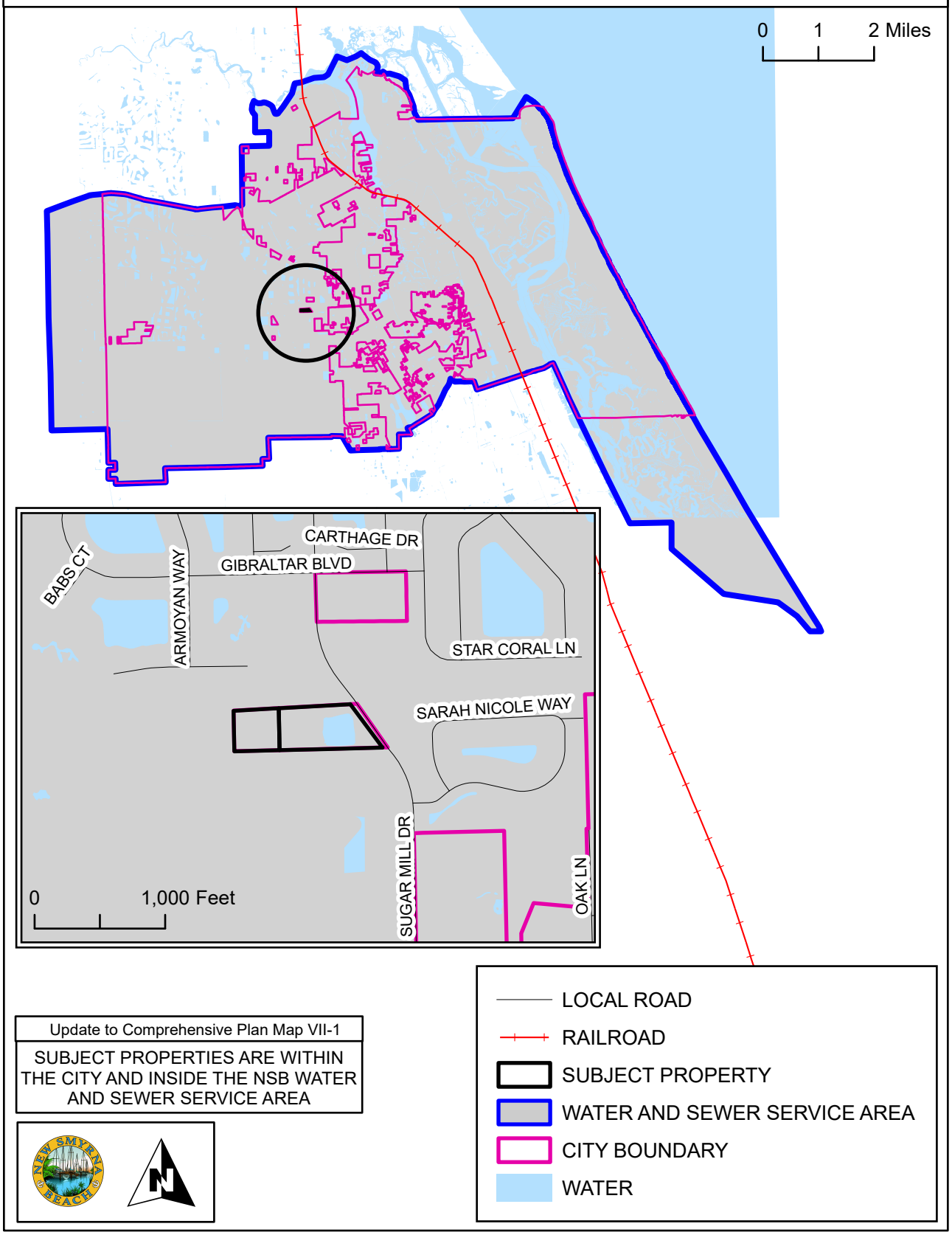
PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25



WATER AND SEWER SERVICE AREA

A-6-25

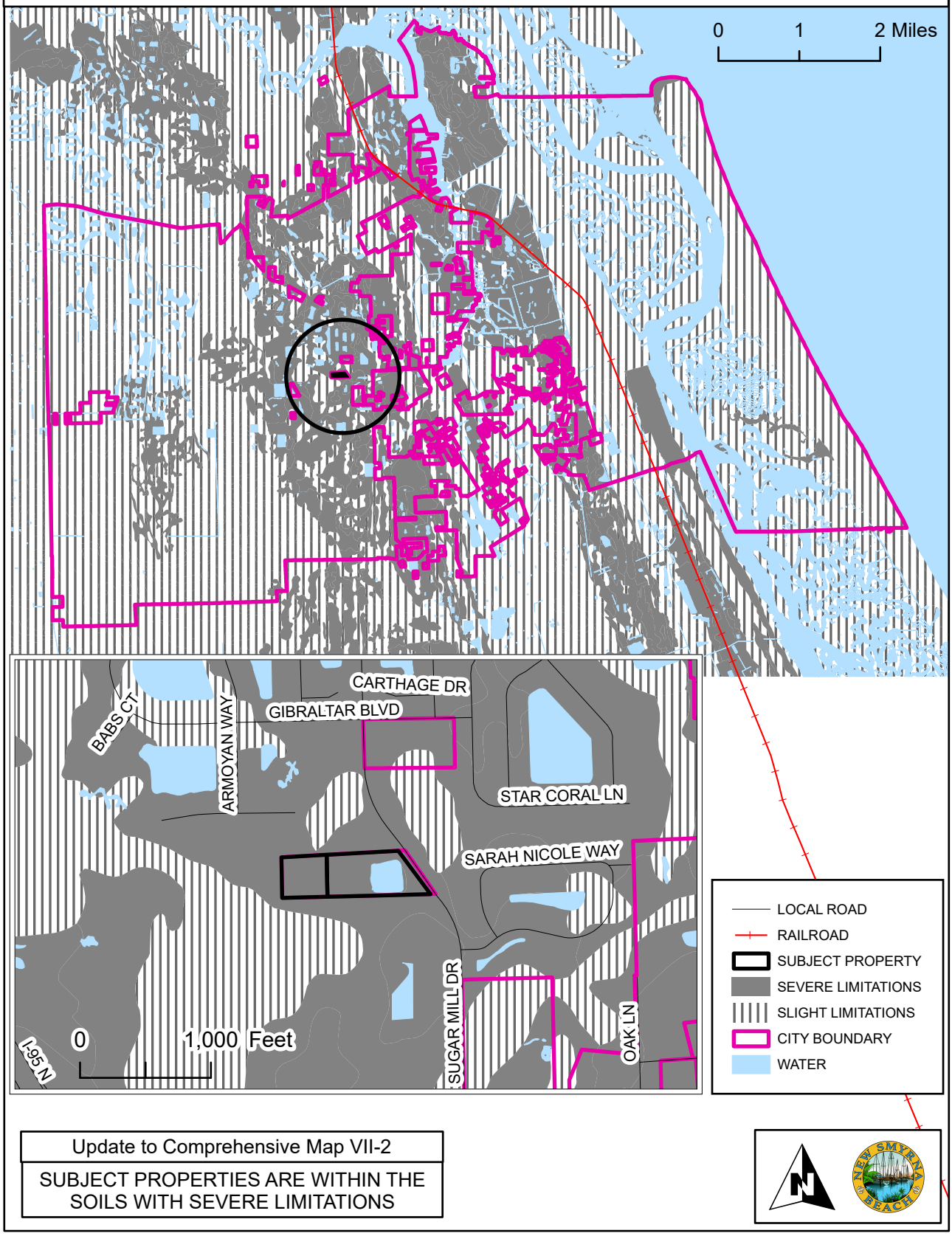


Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

SOIL LIMITATION FOR SEPTIC SYSTEMS

A-6-25

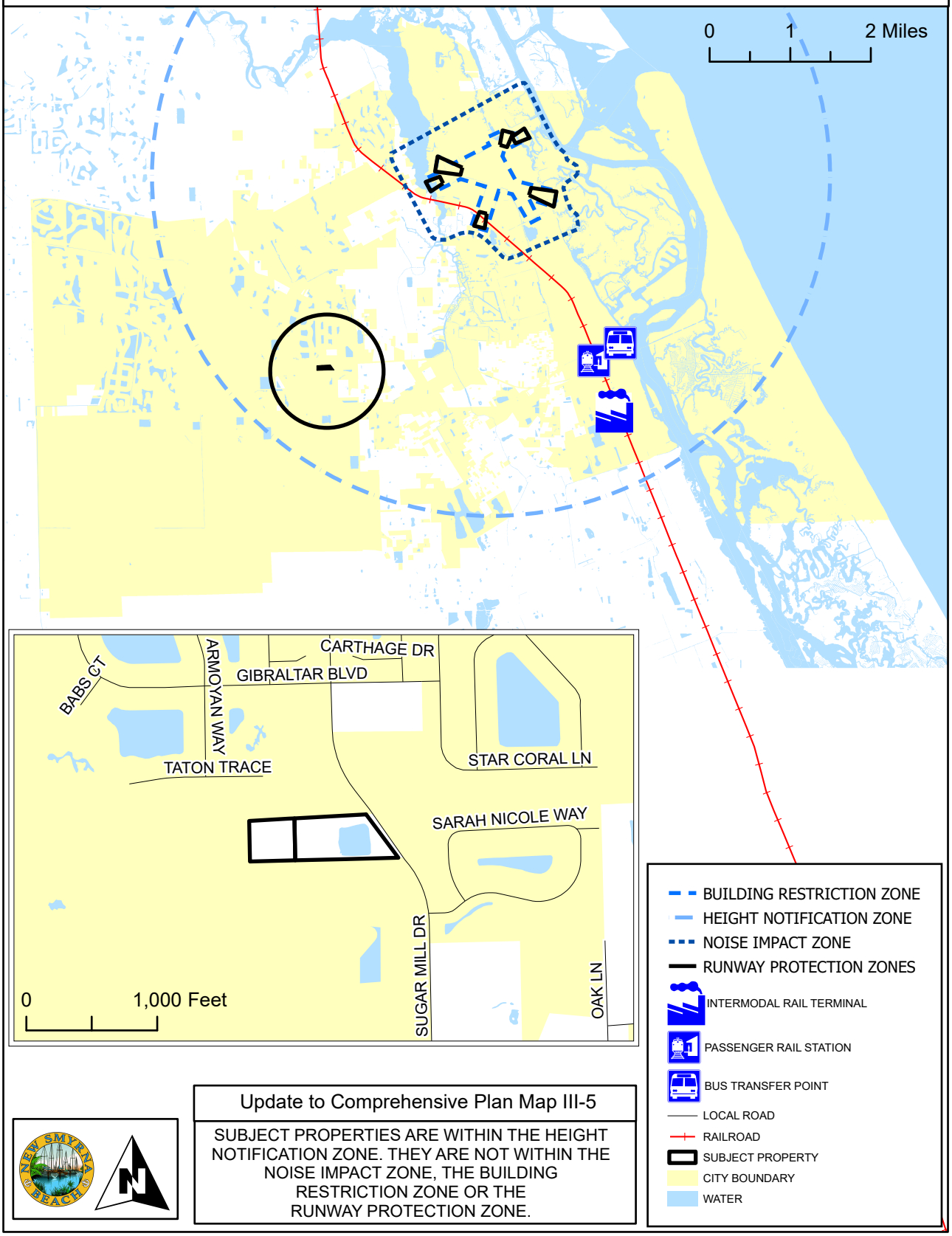


Update to Comprehensive Map VII-2

SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS

AIRPORT RUNWAY PROTECTION ZONES

A-6-25

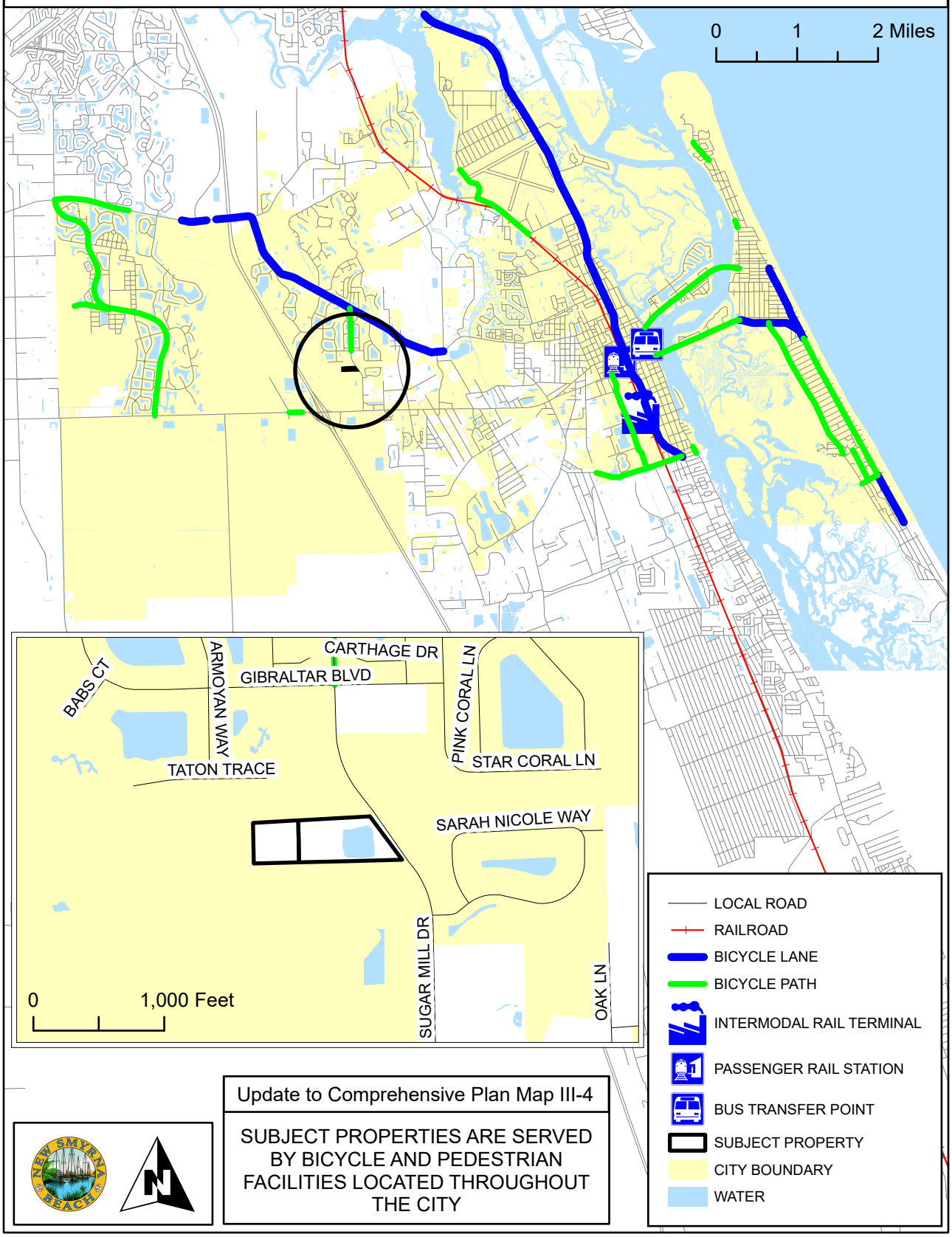


Update to Comprehensive Plan Map III-5

SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

BICYCLE AND PEDESTRIAN FACILITIES

A-6-25

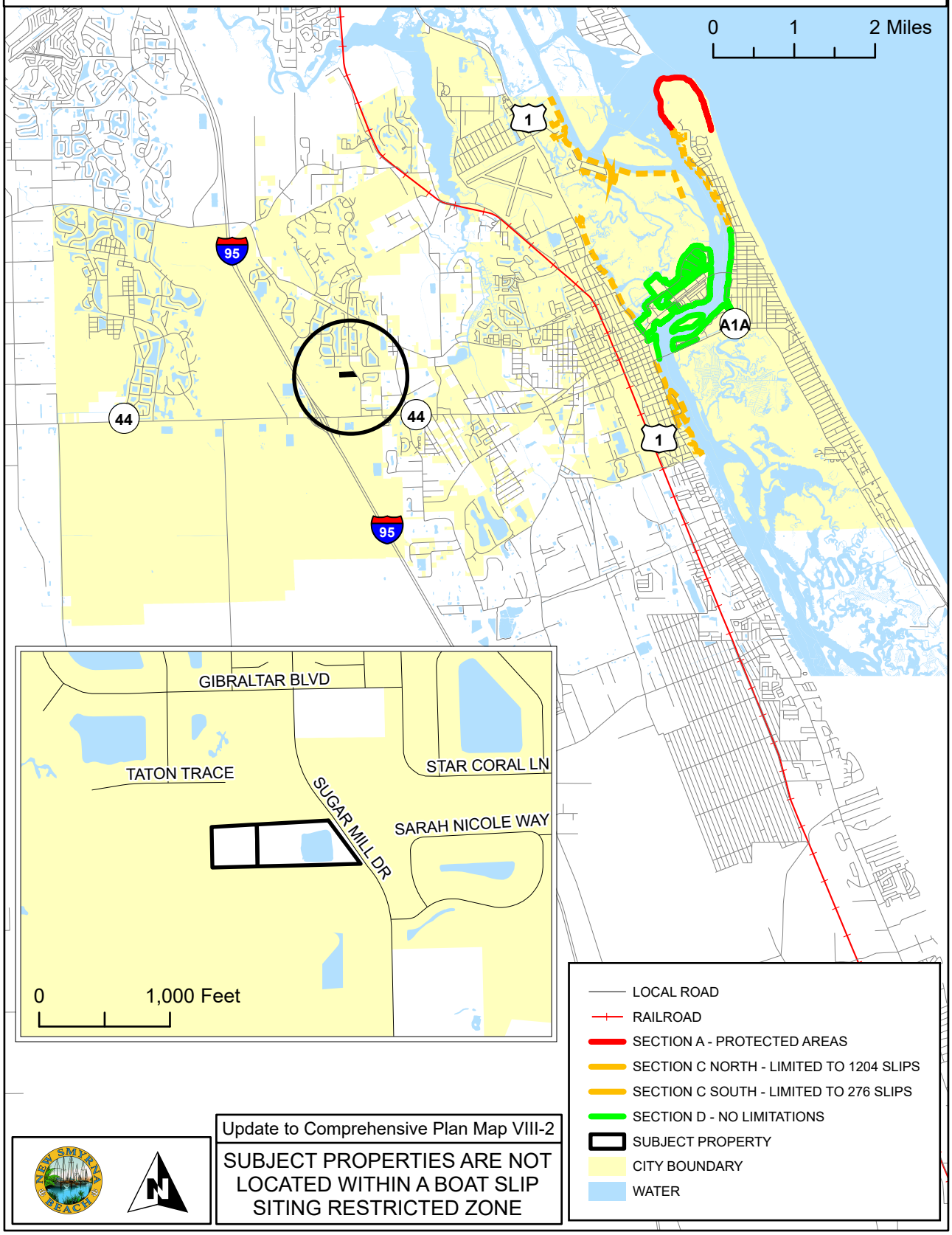


Update to Comprehensive Plan Map III-4

SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

BOAT SLIP SITING

A-6-25

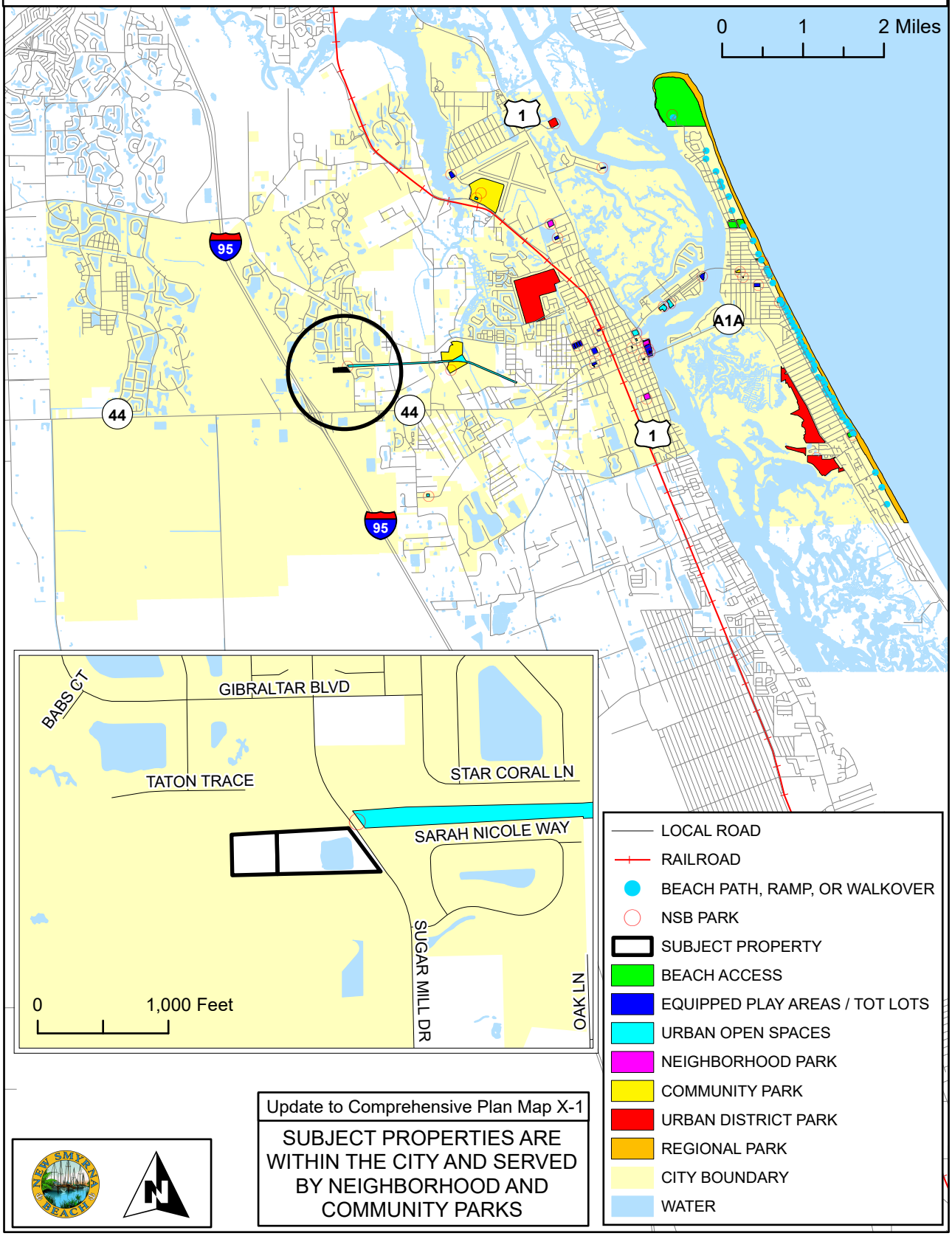


Update to Comprehensive Plan Map VIII-2

SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

CITY PARKS

A-6-25

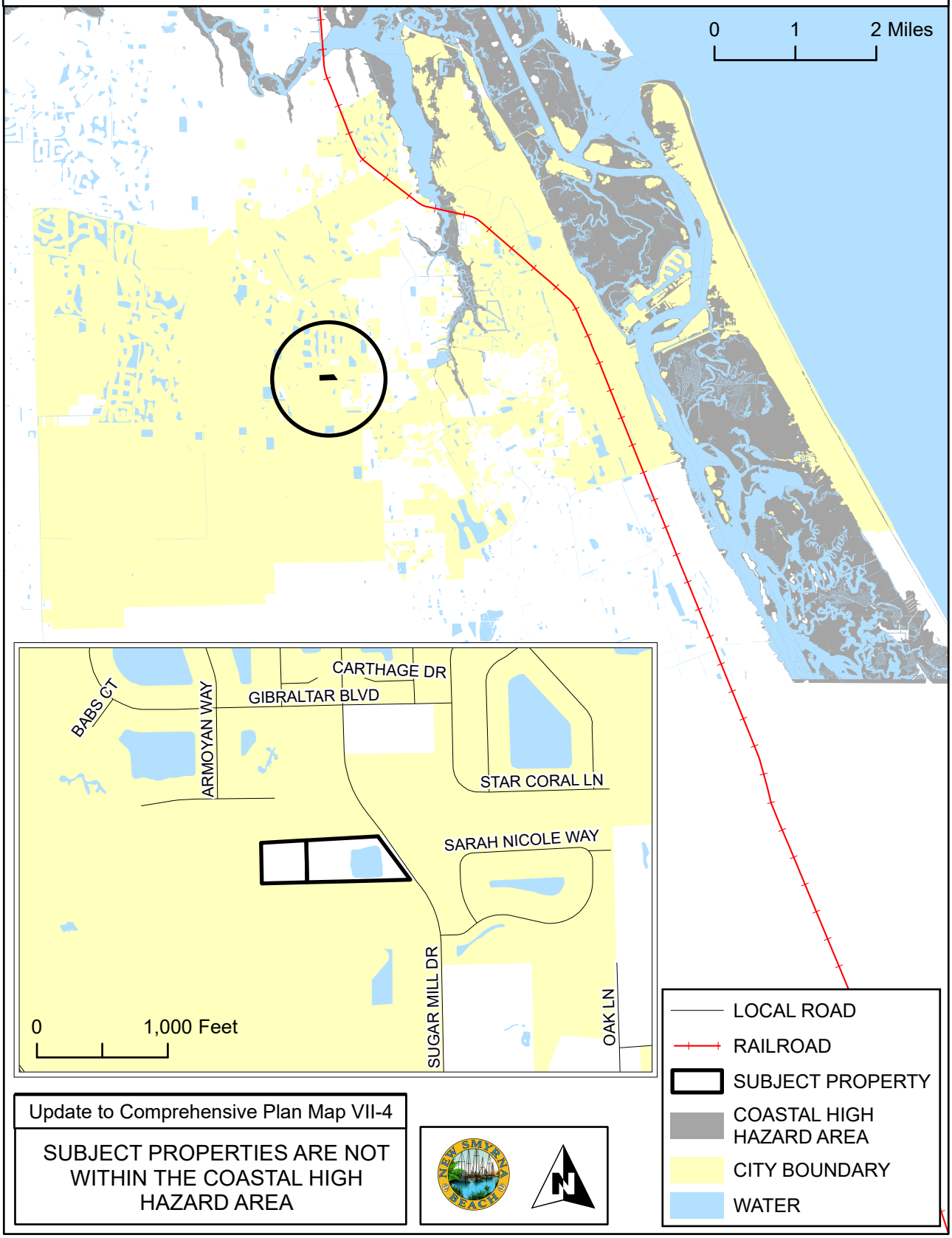


Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

COASTAL HIGH HAZARD AREAS

A-6-25

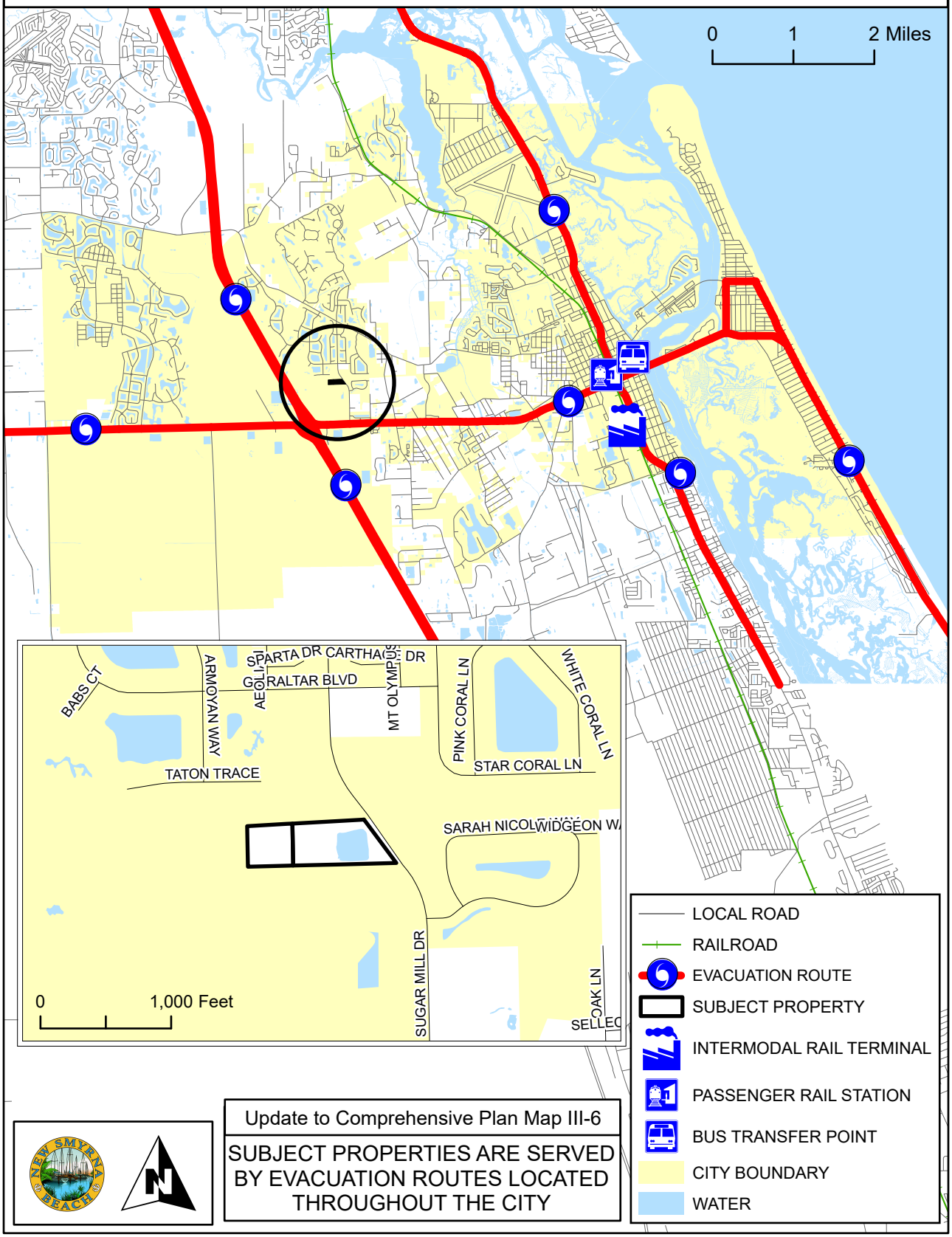


Update to Comprehensive Plan Map VII-4

SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA

EVACUATION ROUTES

A-6-25

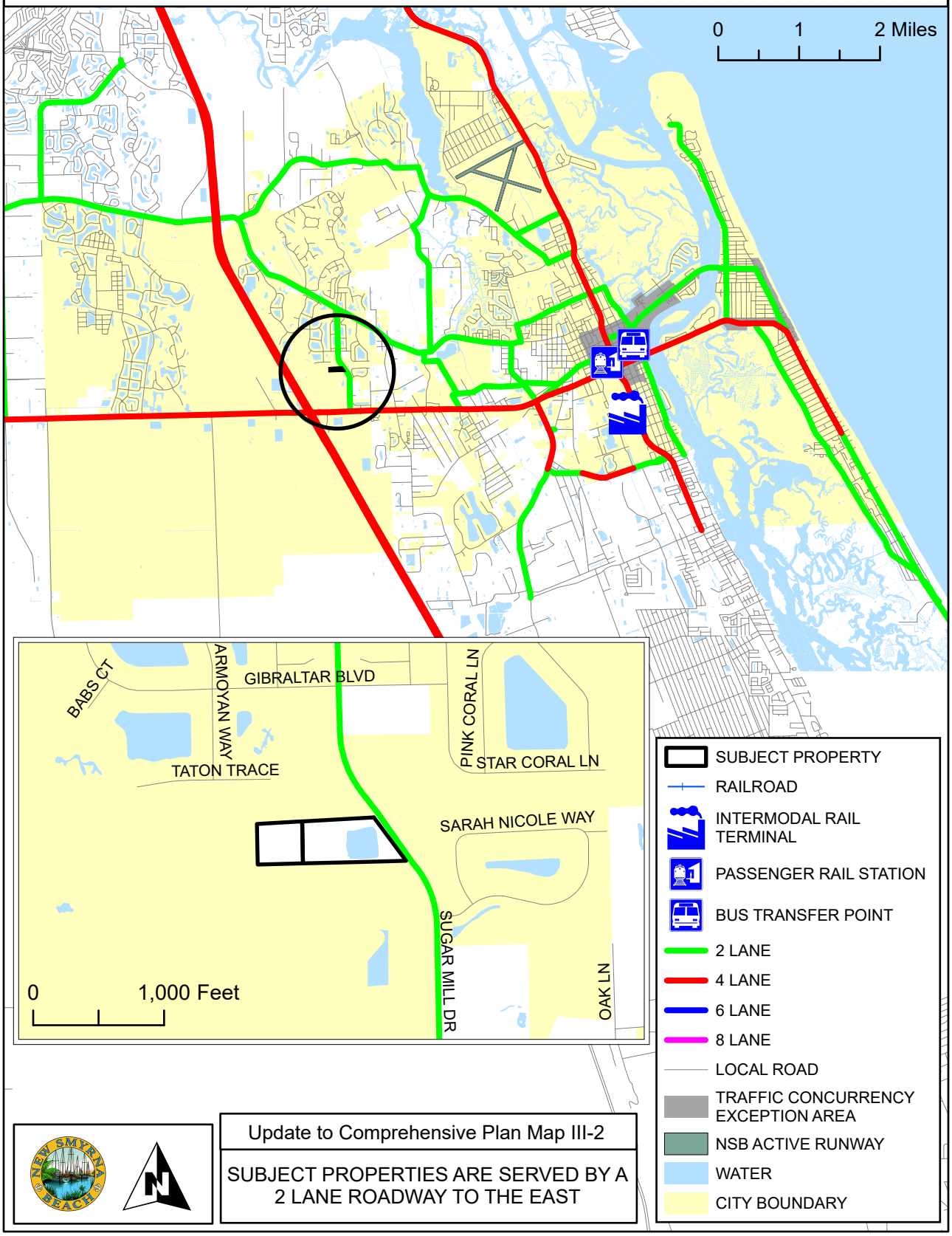


Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXISTING TRAFFIC LANES - 2009

A-6-25

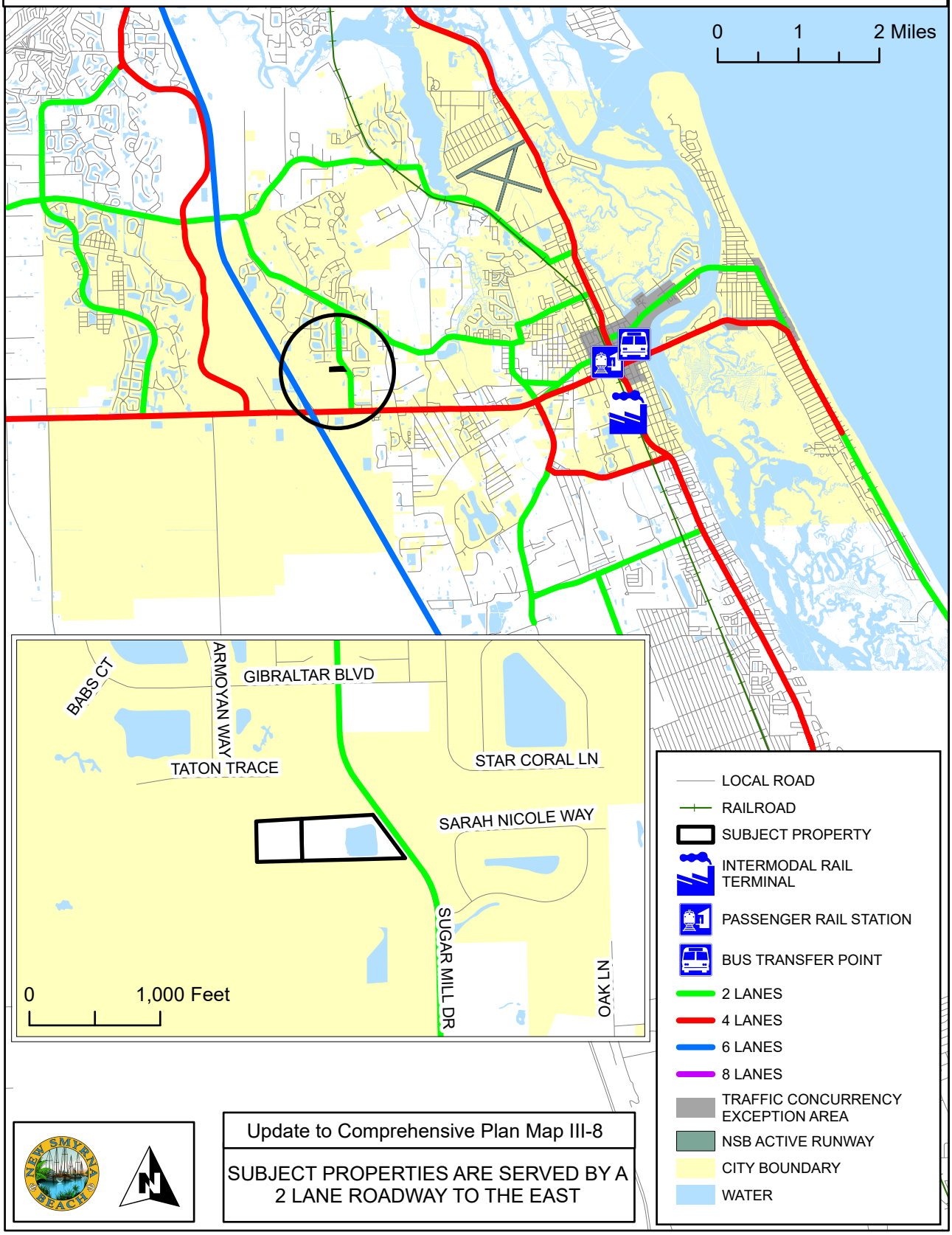


Update to Comprehensive Plan Map III-2

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

NUMBER OF TRAFFIC LANES - 2025

A-6-25

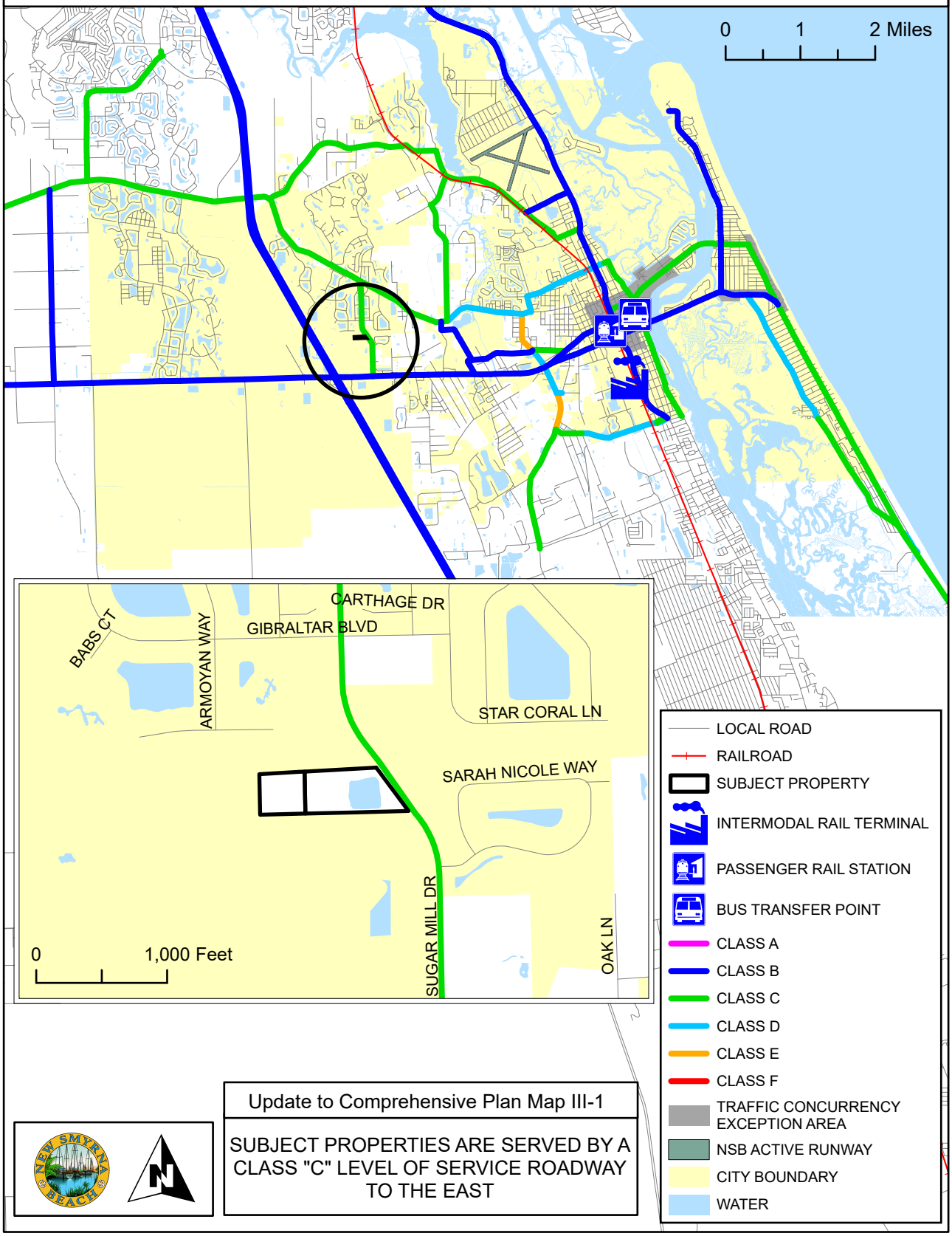


Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

EXISTING LEVEL OF SERVICE - 2009

A-6-25

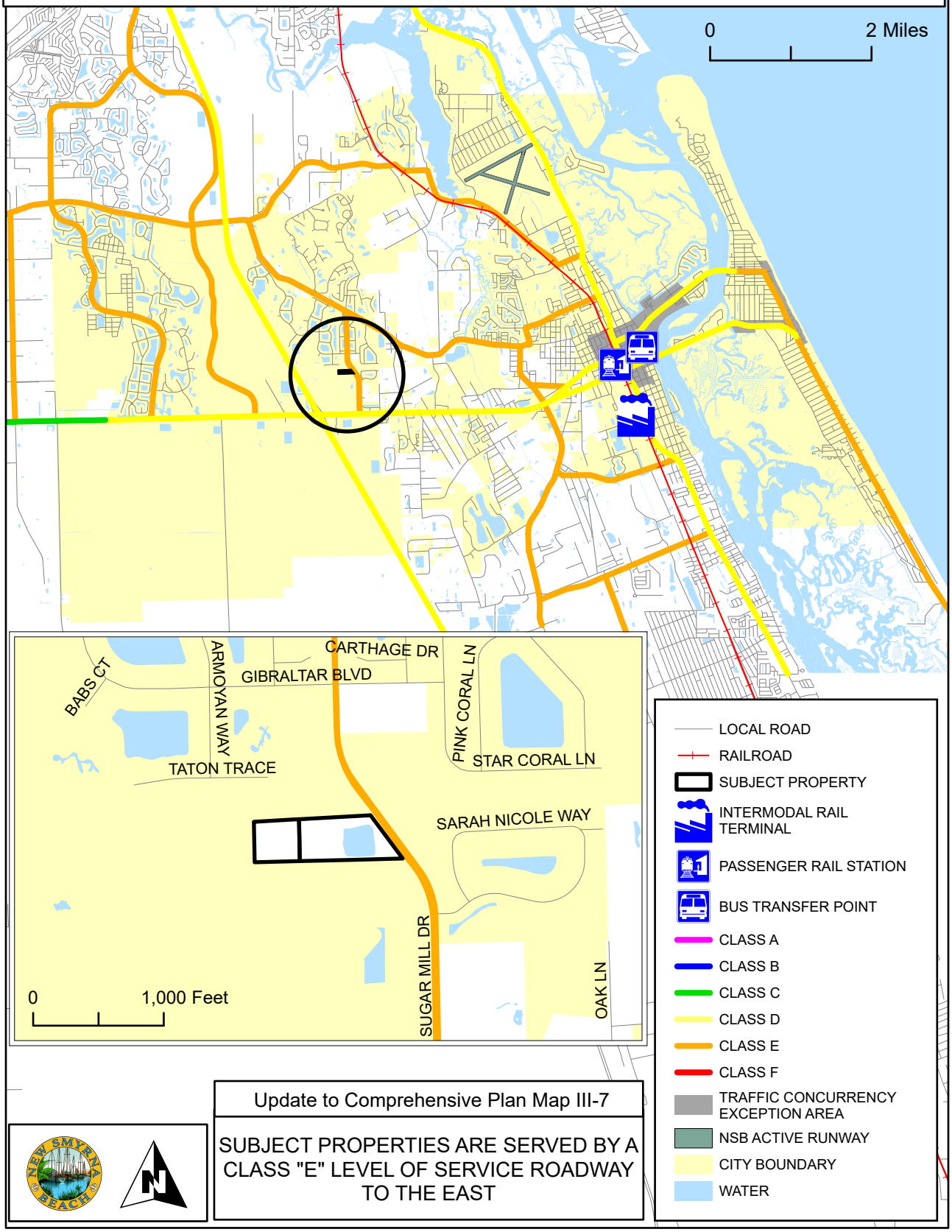


Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST

LEVEL OF SERVICE - 2025

A-6-25

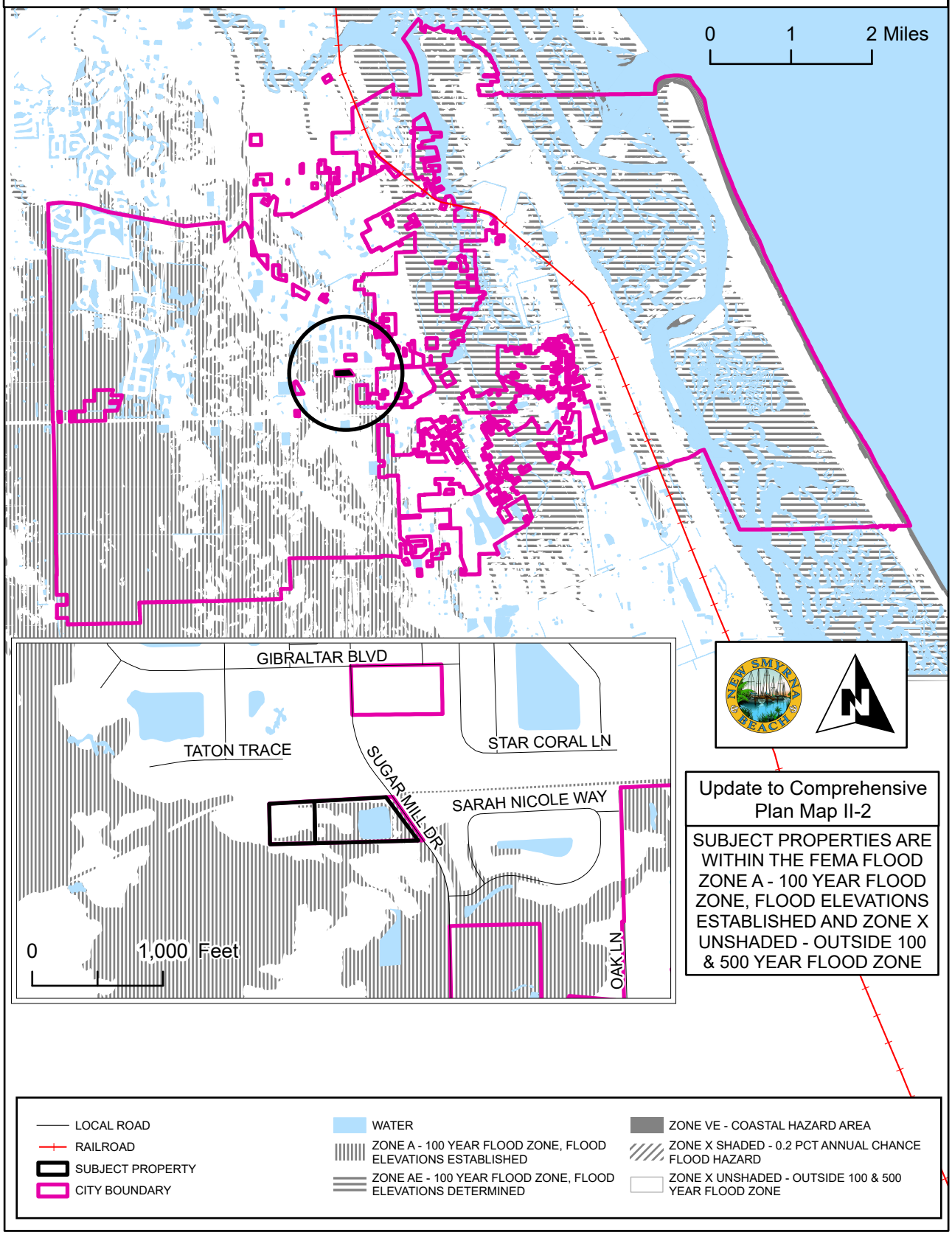


Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

FLOOD PRONE AREAS

A-6-25



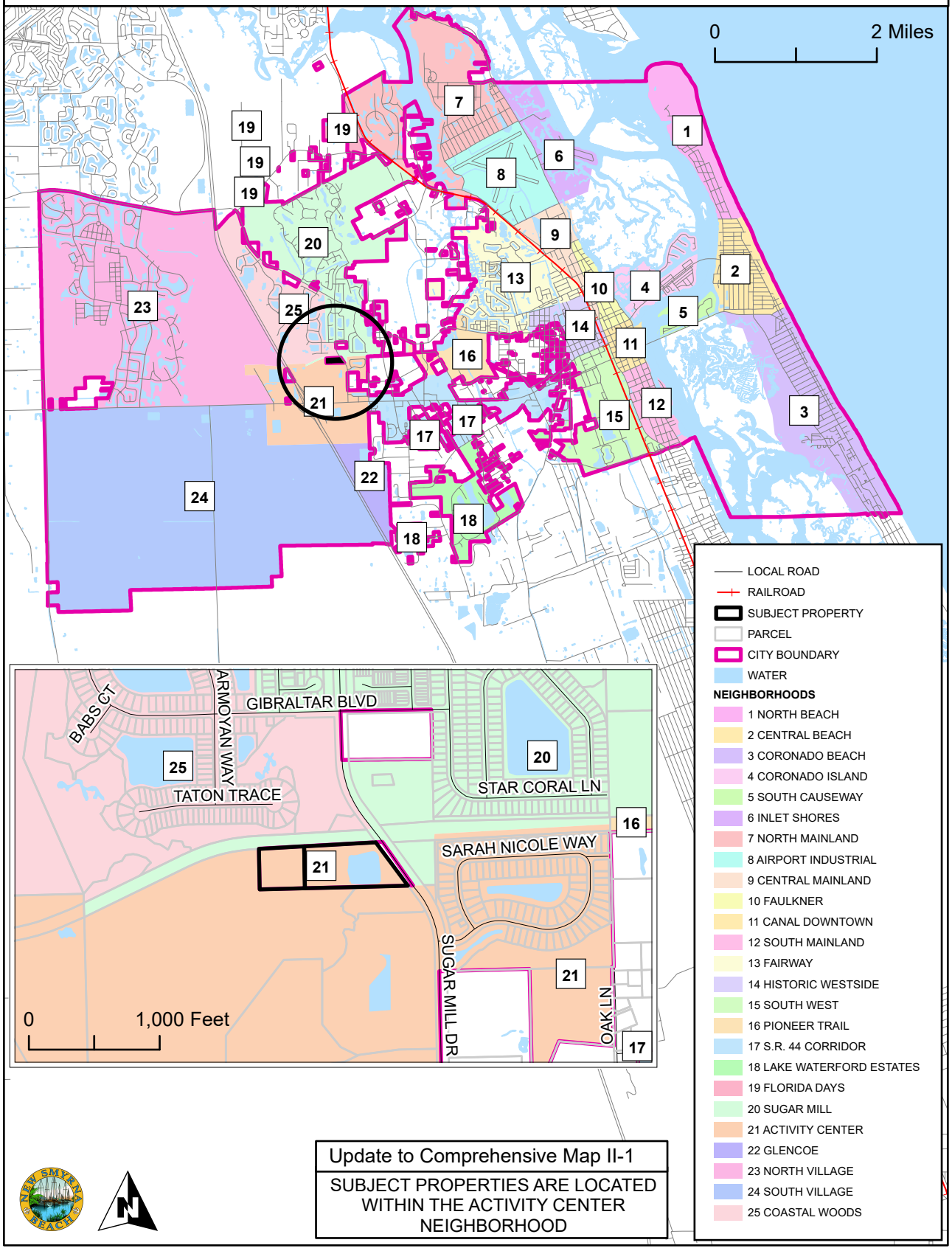
Update to Comprehensive Plan Map II-2

SUBJECT PROPERTIES ARE WITHIN THE FEMA FLOOD ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED AND ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

- LOCAL ROAD
- RAILROAD
- SUBJECT PROPERTY
- CITY BOUNDARY
- WATER
- ZONE A - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS ESTABLISHED
- ZONE AE - 100 YEAR FLOOD ZONE, FLOOD ELEVATIONS DETERMINED
- ZONE VE - COASTAL HAZARD AREA
- ZONE X SHADED - 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- ZONE X UNSHADED - OUTSIDE 100 & 500 YEAR FLOOD ZONE

NEIGHBORHOODS

A-6-25

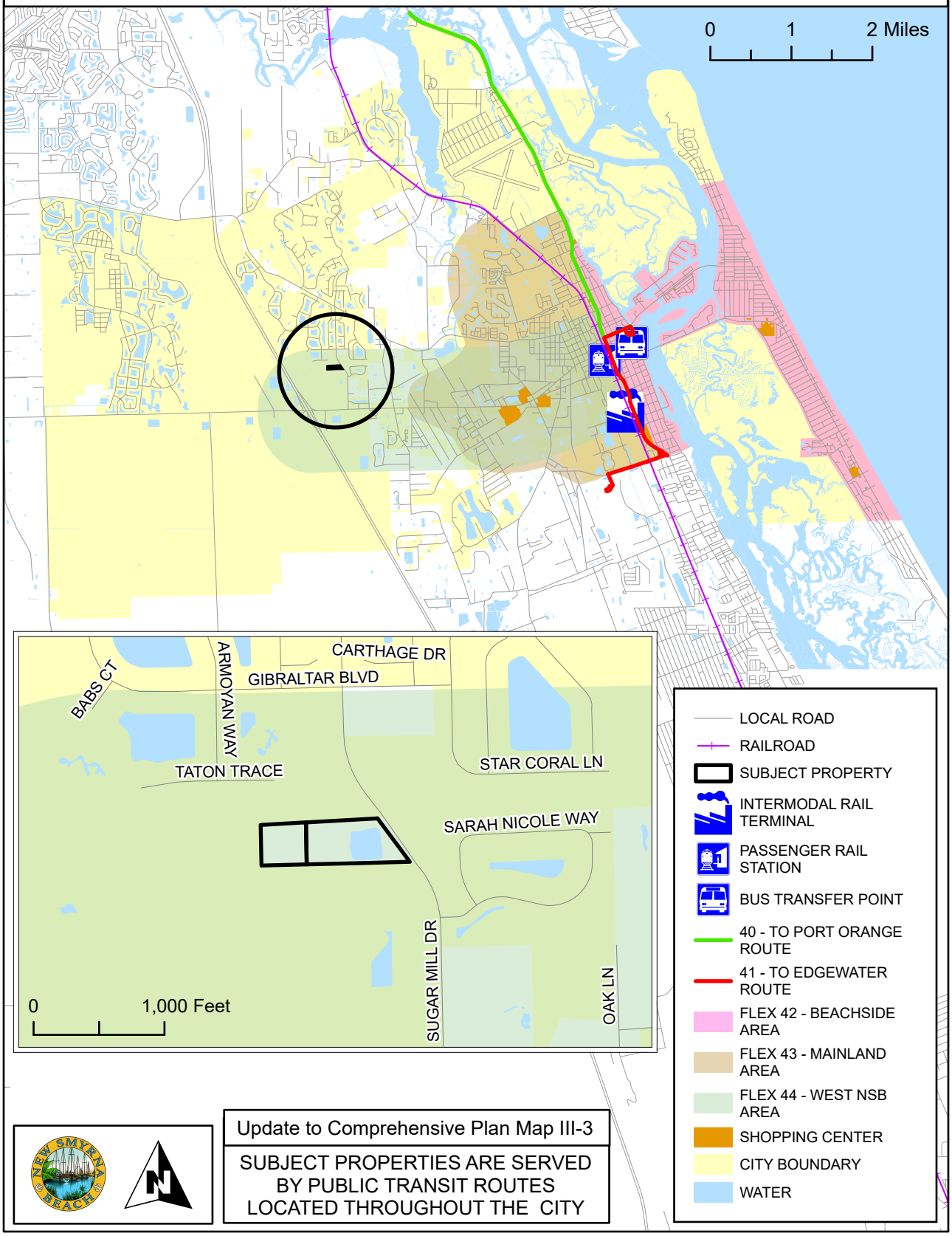


Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

PUBLIC TRANSIT ROUTES

A-6-25

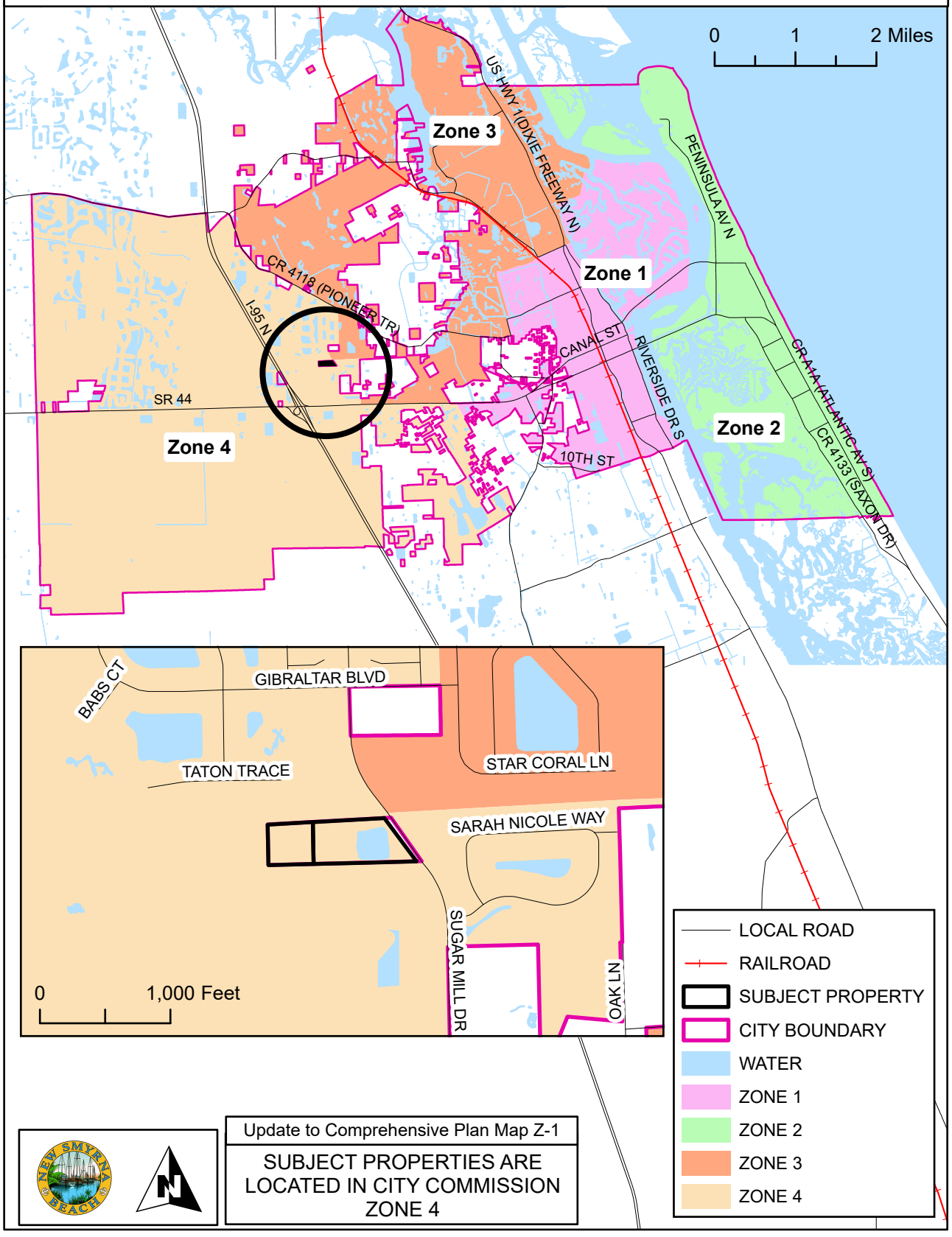


Update to Comprehensive Plan Map III-3

SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

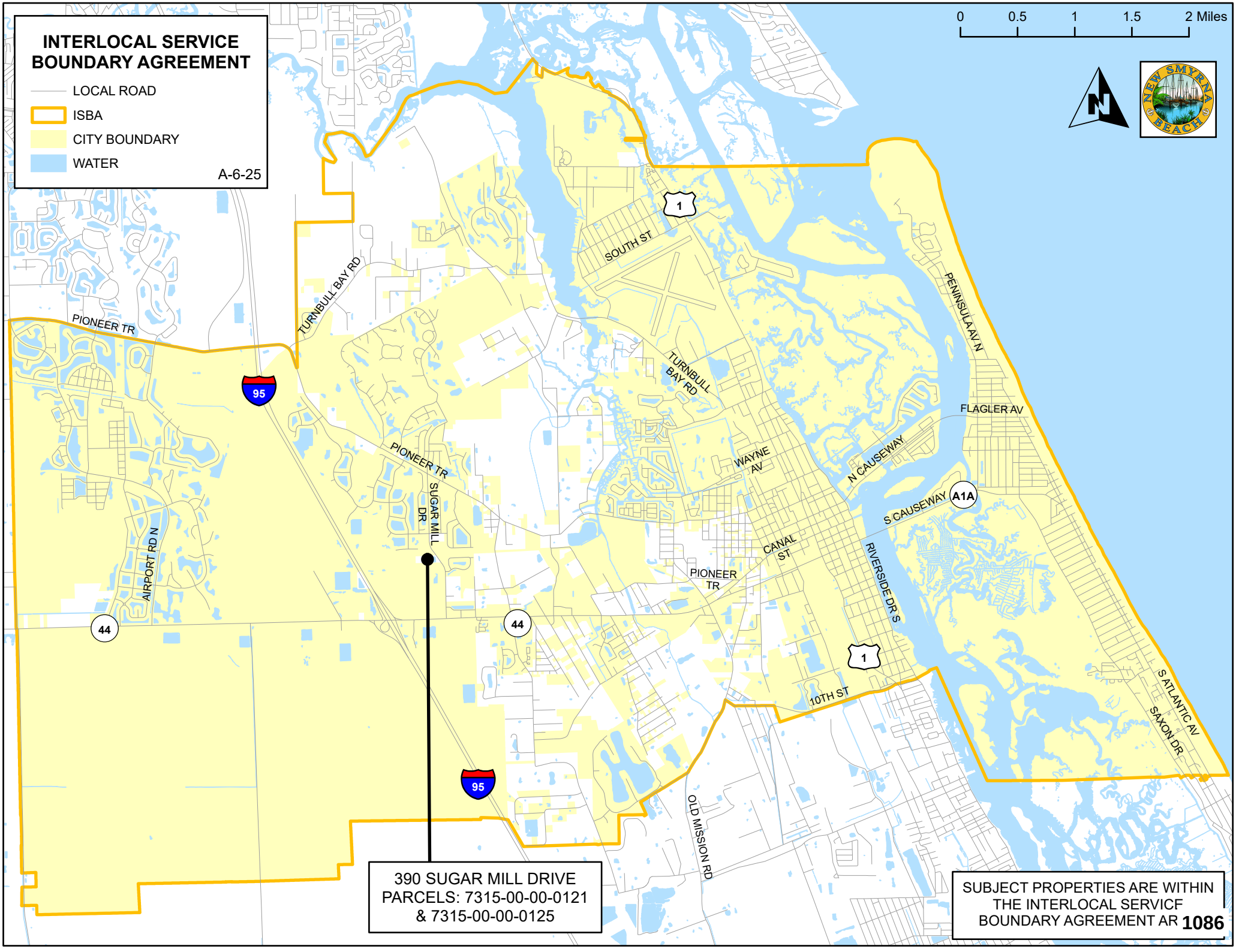
COMMISSION ZONES

A-6-25



Update to Comprehensive Plan Map Z-1

SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4


INTERLOCAL SERVICE BOUNDARY AGREEMENT
LOCAL ROAD
ISBA
CITY BOUNDARY
WATER
A-6-25
0
0.5
1
1.5
2 Miles
NEW SMYRNA BEACH
PIONEER TR
TURNBULL BAY RD
SOUTH ST
PENINSULA AV N
FLAGLER AV
WAYNE AV
N CAUSEWAY
S CAUSEWAY
A1A
SUGAR MILL DR
AIRPORT RD N
CANAL ST
RIVERSIDE DR S
10TH ST
S ATLANTIC AV
SAXON DR
OLD MISSION RD
95
44
1
390 SUGAR MILL DRIVE
PARCELS: 7315-00-00-0121
& 7315-00-00-0125
SUBJECT PROPERTIES ARE WITHIN THE INTERLOCAL SERVICF BOUNDARY AGREEMENT AR 1086

LEGAL DESCRIPTION

Address:
390 Sugar Mill Drive, New Smyrna Beach, Florida 32168

Parcel Numbers
7315-00-00-0121
7315-00-00-0125

AltKey Numbers:
4939318
6172421

Metes and Bounds by Shannon Surveying, INC.

THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THEN N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTRIANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.
CONTAINS THERIN 7.556 ACRES, MORE OR LESS.

09/14/2011 10:19 AM
Instrument# 2011-155248 # 1
Book: 6631
Page: 3484

RETURN TO: 10-11-000321 ND
FIDELITY NATIONAL TITLE
400 W. Morse Blvd., Ste. 103
Winter Park, FL 32789

This Document Prepared By:
Christopher D. Mader
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001

Parcel ID #: 7315-00-00-0121 and 7315-00-00-0125

Return To:
ServiceLink
4000 Industrial Boulevard
Alquippa, PA 15001
SL # 2250022

Loan #: 0256535725

"CORRECTIVE"
SPECIAL WARRANTY DEED

"This deed is being presented for recording to correct the legal description for the deed recorded 06/07/2011 found in BK 6599 Page 2553 in Volusia County, FL.

This SPECIAL WARRANTY DEED, dated 08/16/2011 by Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp., whose post office address is 8480 Stagecoach Circle Frederick MD, 21701, hereinafter called the GRANTOR, to **AJ Two LLC**, a Florida Limited Liability Company, whose post office address is *Port Orange, FL 32128 hereinafter called the GRANTEE:
*3199 Royal Birkdale Way
(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of Seventy-Six Thousand Nine Hundred and 50/100 Dollars ($76,950.00), and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Volusia** County, **FLORIDA**, viz:

Parent Tract
THAT PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH ¼ CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01'06'18"W ALONG THE WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87'02'59E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 900.71 TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36'22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE

AFORESAID SECTION 15, THENCE S88'33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.556 ACRES MORE OR LESS.

Tax/Parcel ID: 7315-00-00-0121 and 7315-00-00-0125 commonly as 390 SUGAR MILL DR, NEW SMYRNA BEACH 32168

Being the same premises which VOLUSIA County Clerk of the Circuit Court, in deed dated 3/18/2010 and recorded 3/31/2010 in the Volusia County Recorder's Office in Book 6460 Page 2418 granted and conveyed to Wells Fargo Bank, NA, successor by merger to Wachovia Mortgage Corp..

GRANTOR HEREBY AFFIRMS THE PROPERTY DESCRIBED HEREIN IS HOMESTEAD.

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise, concerning the condition of the property.
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year **2011** and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD, the same in fee simple forever.
AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Instrument# 2011-155248 # 3
Book: 6631
Page: 3486
Diane M. Matousek
Volusia County, Clerk of Court

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.
SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: _____
Print Name: REGINA W ORLIK

Signature: _____
Print Name: STEPHEN NISWONGER

Wells Fargo Bank, N.A., Successor By Merger To
Wachovia Bank NA

By: _____

Its: REO Asset Specialist

STATE OF FL
COUNTY OF Volusia

THE FOREGOING INSTRUMENT was acknowledged before me this 16th day of August, 2011 by Nicole Cobb, REO Asset Specialist of Wells Fargo Bank, N.A., Successor By Merger To Wachovia Bank NA. on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(SEAL)

_____
Notary Public
Print Name: REGINA W ORLIK
My Commission Expires: 11/28/2014

REGINA W. ORLIK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE045443
Expires 11/28/2014

Motion:
Member Hodges moved to recommend approval for A-06-25: Sugar Mill Drive, as submitted. Member Hall seconded the motion, and the motion carried unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Hodges
SECONDER:	Hall
AYES:	Causey, Hall, Bien, Yates, Hodges, Hulvershorn

5.C CPA-0005-2025: Review and give a recommendation to the City Commission on a proposed Small-Scale Comprehensive Plan amendment changing the Future Land Use to Commercial and limiting the allowable residential density on approximately 7.56 + acres of land located at 390 Sugar Mill Drive.

Jeff Gove, Chief Planner, outlined the Applicant's request to amend the comprehensive plan changing the future land use to commercial.

Vice-Chair Yates asked if the applicant would like to speak.

Vice-Chair Yates opened Public Participation. As no citizens wished to speak, Vice-Chair Yates closed Public Participation.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Causey moved to recommend approval for CPA-05-25: Amend the Future Land Use Map to Commercial, as submitted. Member Bien seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

5.D **PUD-06-25, Review and give a recommendation to the City Commission on a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.**

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 81-25 Small Scale 390 Sugar Mill Dr.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 81-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *URBAN MEDIUM INTENSITY* TO CITY *COMMERCIAL*; PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS TO SHOW THE AREA INCORPORATED INTO THE CITY; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has requested the City of New Smyrna Beach amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designation of 7.6± acres of property generally located on the west side of Sugar Mill Drive, north of State Road 44, addressed as 390 Sugar Mill Drive, from Volusia County *Urban Medium Intensity* to City *Commercial* to amend City Neighborhood Map II-1 to show the subject property is located within the Activity Center Neighborhood; to amend Flood Prone Areas Map II-2 to show the subject property is within the FEMA Flood Zone A and Zone X Unshaded; to amend Existing Land Use Designations Map II-3 to show the subject property will change from Volusia County *Agriculture Use* to City *Agriculture Use* to amend Existing Level of Service-2009 Map III-1 to show the subject property is served by a Class C level of service roadway to the east; to amend Existing Traffic Lanes-2009 Map III-2 to show the subject property is served by a 2-lane roadway to the east; to amend Public Transit Routes Map III-3 to show the subject property is served by public transit routes located throughout the City; to amend Bicycle and Pedestrian Facilities Map III-4 to show the subject property is served by bicycle and pedestrian facilities located throughout the City; to amend Airport Runway Protection Zones Map III-5 to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone; to amend Evacuation Routes Map III-6 to show the subject property is served by evacuation routes located throughout the City; to amend Level of Service-2025 Map III-7 to show the subject property is served by Class E level of service roadway to the east; to amend Number of Traffic Lanes-2025 Map III-8 to show the subject property is served by 2-lane roadway to the east; amend Water & Sewer Service Area Map VII-1 to show the subject property is within the City and inside the New Smyrna Beach water and sewer service area; to amend Soil Limitation for Septic Systems Map VII-2 to show the subject property is within the soils with severe limitations; to amend Coastal High Hazard Area Map VII-4 to show the subject property is not within the Coastal High Hazard Area; to amend Boat Slip Siting Map VIII-2 to show the subject property is not located within a boat slip siting restricted zone; to amend City Parks Map

X-1 to show the subject property is within the City and served by neighborhood and community parks; to amend Commission Zones Map Z-1 to show the subject property is located in City Commission Zone 4; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised public hearing pursuant to §163.3174(4), Fla. Stat., on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the proposed Amendment is from Volusia County *Urban Medium Intensity* to City *Commercial* land use of FIFTY (50) acres or fewer. §163.3187(1)(a), Fla. Stat.; and

WHEREAS, the proposed Amendment does not involve a text change to the goals, policies, and objectives of the City's Comprehensive Plan, but only propose a land use change to the future land use map for a site-specific small-scale development activity. §163.3187(1)(c), Fla. Stat.; and

WHEREAS, the proposed Amendment is not located within an area of critical state concern. §163.3187(1)(d), Fla. Stat.; and

WHEREAS, the City Commission finds that the proposed Amendment qualifies as a Plan Amendment directly related to small-scale development activities within the meaning of §163.3187(1), Fla. Stat.; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its Comprehensive Plan as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Land Use Amendment.*** That the Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designations for real property located in Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

from Volusia County *Urban Medium Intensity* to City *Commercial.*

SECTION 2: ***Map Amendment.*** That the Comprehensive Plan, **Neighborhoods Map II-1**, is hereby amended to show the subject property is within Activity Center Neighborhood.

SEE EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 3: ***Map Amendment.*** That the Comprehensive Plan, **Flood Prone Area Map II-2,** is hereby amended to show the subject property is within FEMA Flood Zone A and Zone X Unshaded.

SEE EXHIBIT "C" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 4: ***Map Amendment.*** That the Comprehensive Plan, **Existing Land Use Designations Map II-3**, is hereby amended to show the subject property will change from County *Agriculture Use* to City *Agriculture Use.*

SEE EXHIBIT "D" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 5: ***Map Amendment.*** That the Comprehensive Plan, **Existing Level of Service-2009 Map III-1**, is hereby amended to show the subject property is served by a Class C level of service roadway to the east.

SEE EXHIBIT "E" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 6: ***Map Amendment.*** That the Comprehensive Plan, **Existing Traffic Lanes-2009 Map III-2,** is hereby amended to show the subject property is served by a 2-lane roadway to the east.

SEE EXHIBIT "F" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 7: ***Map Amendment.*** That the Comprehensive Plan, **Public Transit Routes Map III-3,** is hereby amended to show the subject property is served by public transit routes located throughout the City.

SEE EXHIBIT "G" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 8: ***Map Amendment.*** That the Comprehensive Plan, **Bicycle and Pedestrian Facilities Map III-4**, is hereby amended to show the subject property is served by bicycle and pedestrian facilities located throughout the City.

SEE EXHIBIT "H" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 9: ***Map Amendment.*** That the Comprehensive Plan, **Airport Runway Protection Zones Map III-5**, is hereby amended to show the subject property is within the height notification zone, and is not within the noise impact zone, the building restriction zone, or the runway protection zone.

SEE EXHIBIT "I" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 10: ***Map Amendment.*** That the Comprehensive Plan, **Evacuation Routes Map III-6**, is hereby amended to show the subject property is served by evacuation routes located throughout the City.

SEE EXHIBIT "J" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 11: ***Map Amendment.*** That the Comprehensive Plan, **Level of Service-2025 Map III-7**, is hereby amended to show the subject property is served by a Class E level of service roadway to the east.

SEE EXHIBIT "K" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 12: ***Map Amendment.*** That the Comprehensive Plan, **Number of Traffic Lanes-2025 Map III-8**, is hereby amended to show the subject property is served by 2-lane roadway to the east.

SEE EXHIBIT "L" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 13: ***Map Amendment.*** That the Comprehensive Plan, **Water and Sewer Service Area Map VII-1** is hereby amended to show the subject property is within the City and inside the New Smyrna Beach Water and Sewer Service Area.

SEE EXHIBIT "M" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 14: ***Map Amendment.*** That the Comprehensive Plan, **Soil Limitation for Septic Systems Map VII-2** is hereby amended to show the subject property is within the soils with severe limitations.

SEE EXHIBIT "N" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 15: ***Map Amendment.*** That the Comprehensive Plan, **Coastal High Hazard Areas Map VII-4** is hereby amended to show the subject property is not within the Coastal High Hazard Area.

SEE EXHIBIT "O" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 16: ***Map Amendment.*** That the Comprehensive Plan, **Boat Slip Siting Map VIII-2** is hereby amended to show the subject property is not located within a boat slip siting restricted zone.

SEE EXHIBIT "P" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 17: ***Map Amendment.*** That the Comprehensive Plan, **City Parks Map X-1** is hereby amended to show the subject property is within the City and served by neighborhood and community parks.

SEE EXHIBIT "Q" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 18: ***Map Amendment.*** That the Comprehensive Plan, **Commission Zones Map Z-1** is hereby amended to show the subject property is located in City Commission Zone 4.

SEE EXHIBIT "R" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 19: ***Public Hearing.*** It is hereby found that a public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, at 6:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published at least 10 days prior to hearing is deemed to comply with §§163.3187(2) and 166.041(3)(a), Fla. Stat.

SECTION 20: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 21: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 22: ***Effective Date.*** That this ordinance shall become effective THIRTY ONE (31) days following adoption by the City Commission unless a challenge is filed under §163.3187(5), Fla. Stat. In the event that the ordinance is challenged within THIRTY (30) days after adoption,

it shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order determining the adopted small scale development amendment is in compliance. §163.3187(5), Fla. Stat. In addition, this ordinance shall not become effective until Volusia Growth Management Commission has issued a Certificate of Consistency. No development orders, development permits, or land uses dependent on these amendments may be issued or commence before they have become effective.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/3/2025

EXHIBIT "A"

EXISTING FUTURE LAND USE DESIGNATIONS

A-6-25

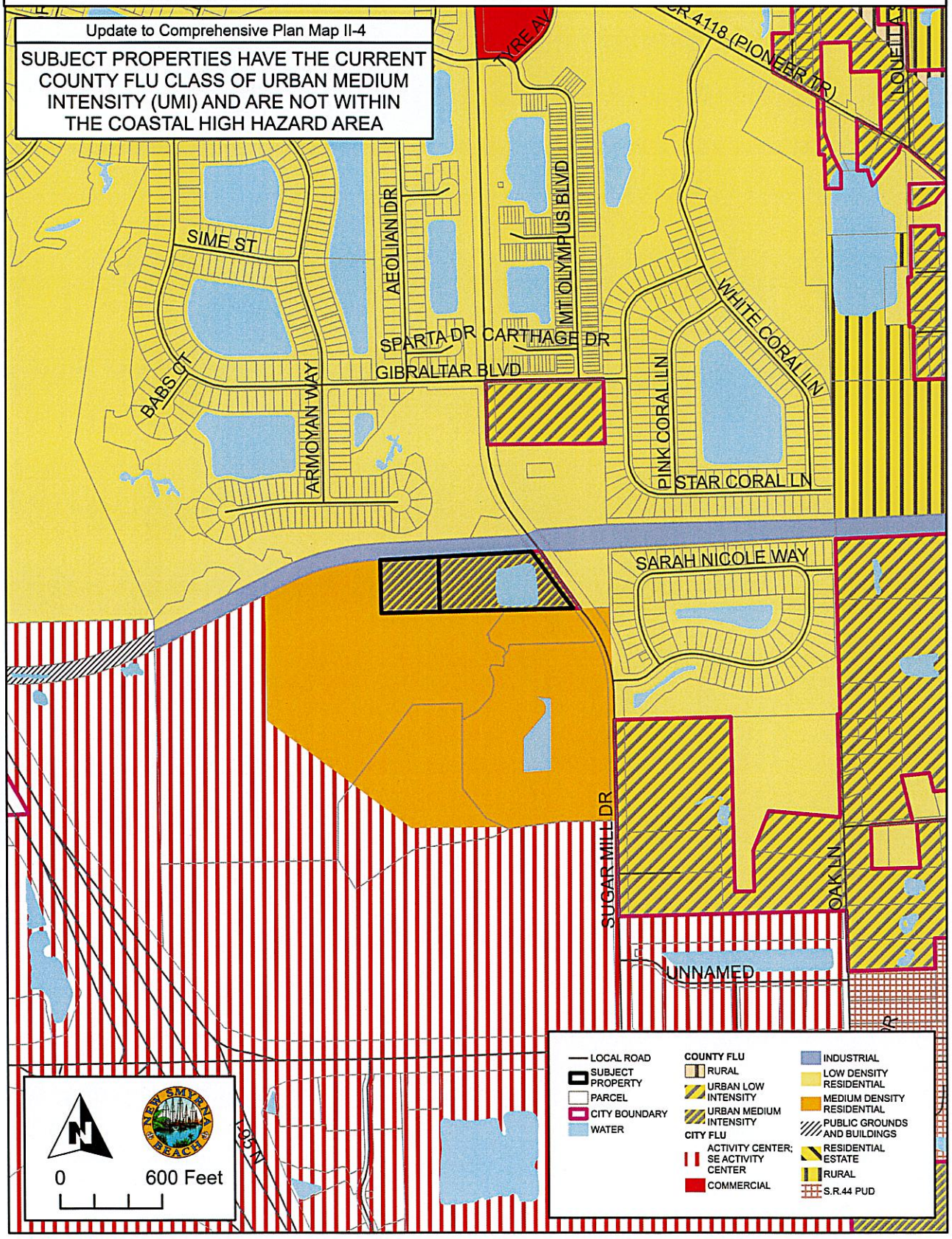


EXHIBIT "A"

PROPOSED FUTURE LAND USE DESIGNATIONS

A-6-25

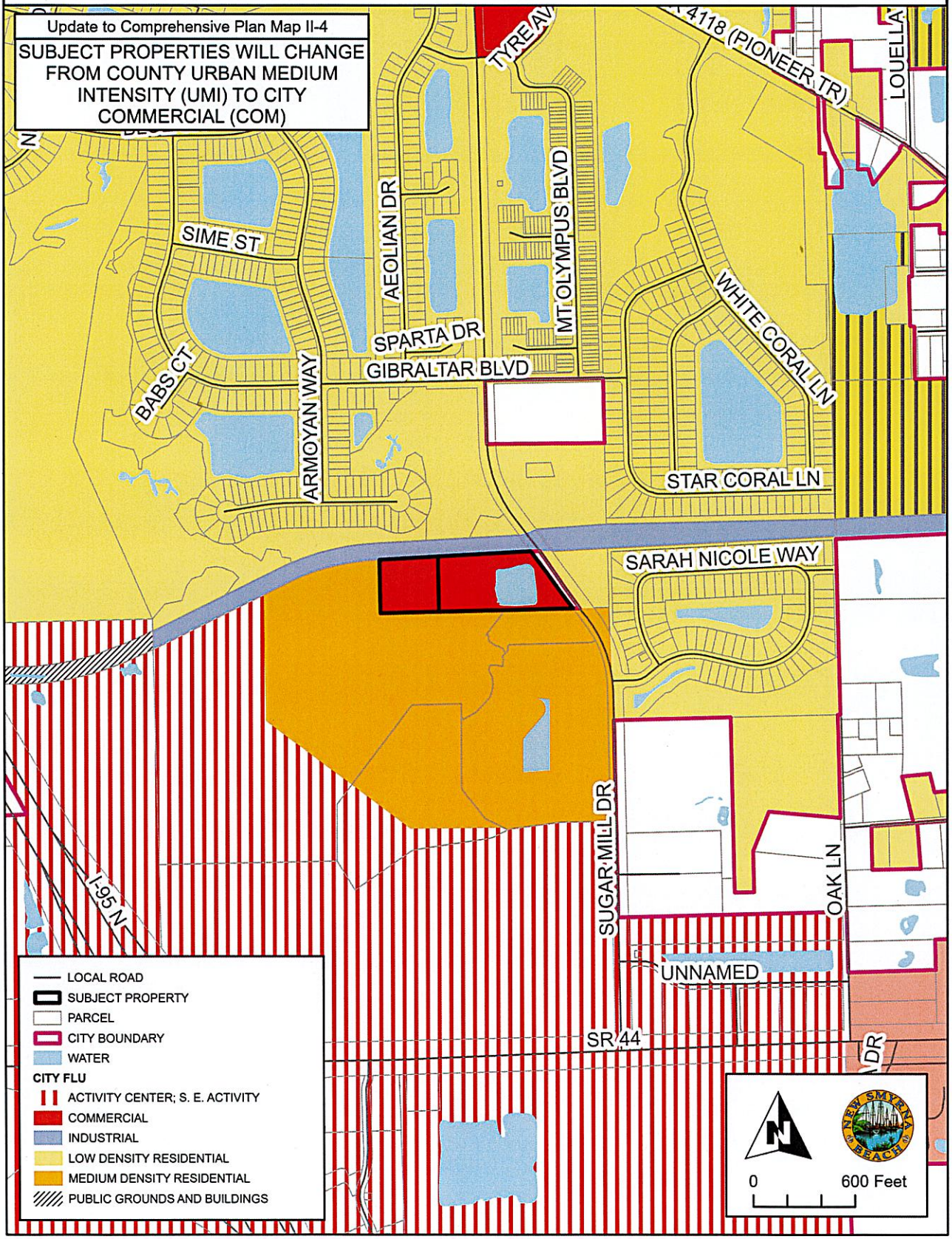
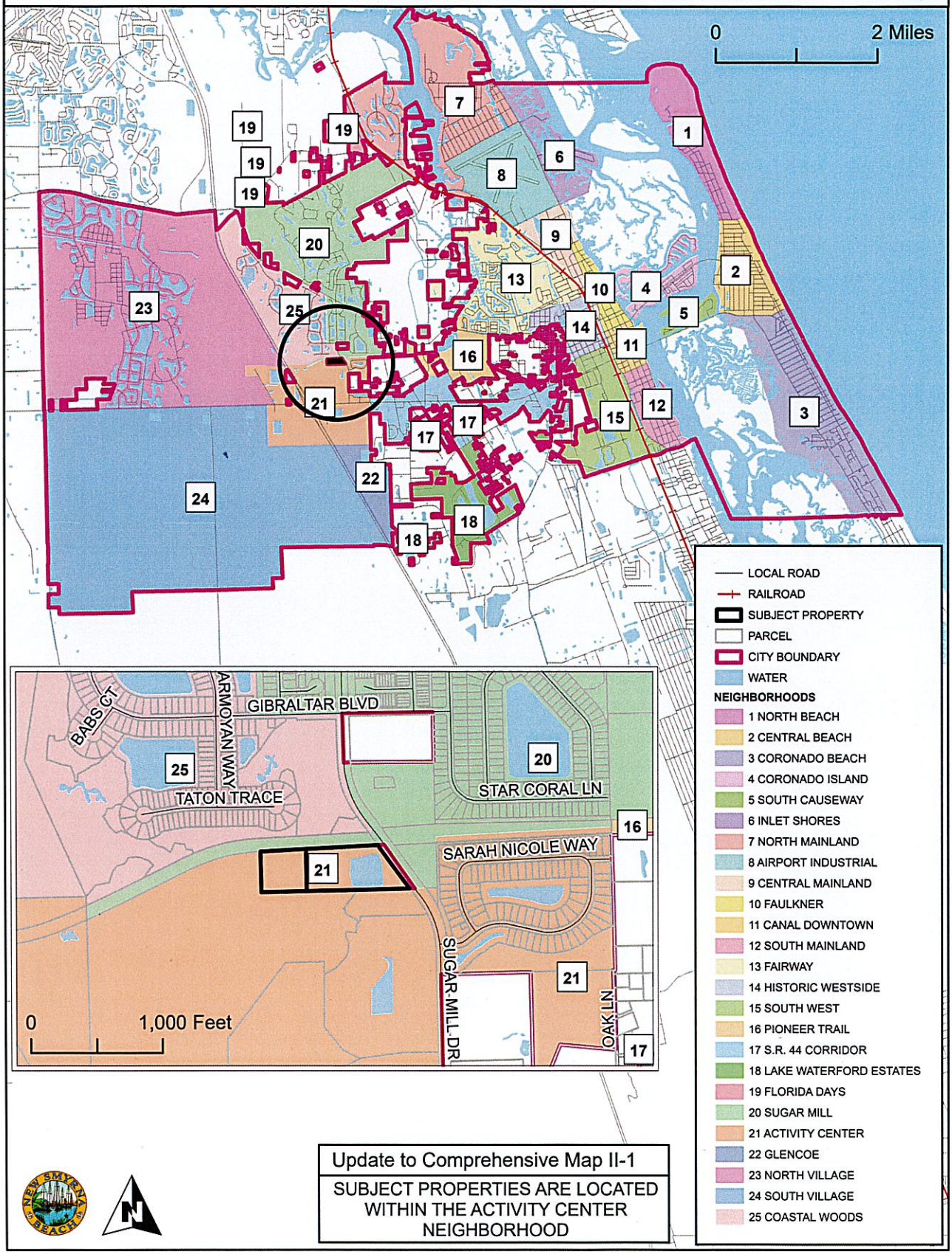


EXHIBIT "B"

NEIGHBORHOODS

A-6-25



Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD

EXHIBIT "C"

FLOOD PRONE AREAS

A-6-25

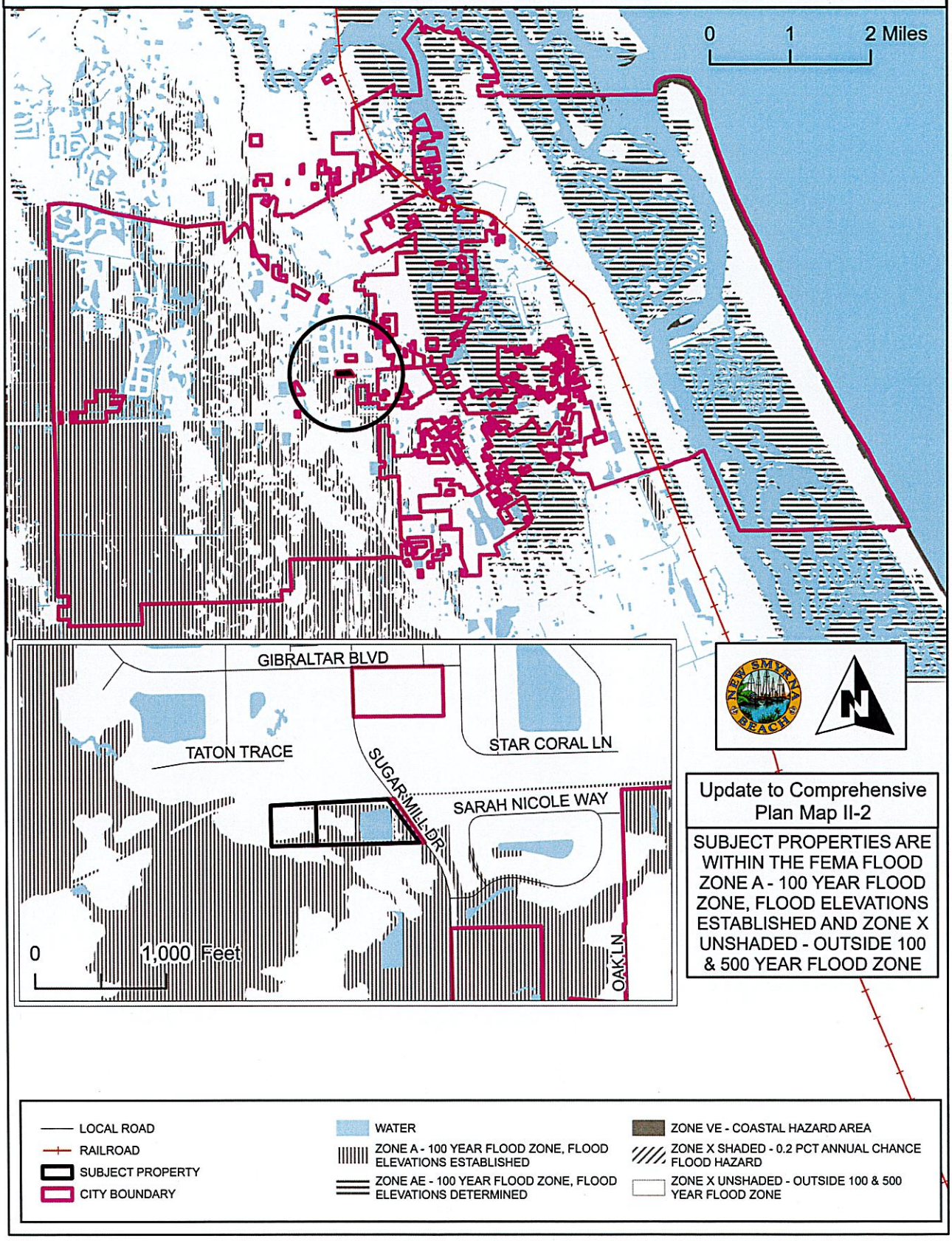


EXHIBIT "D"

EXISTING LAND USE DESIGNATIONS

A-6-25

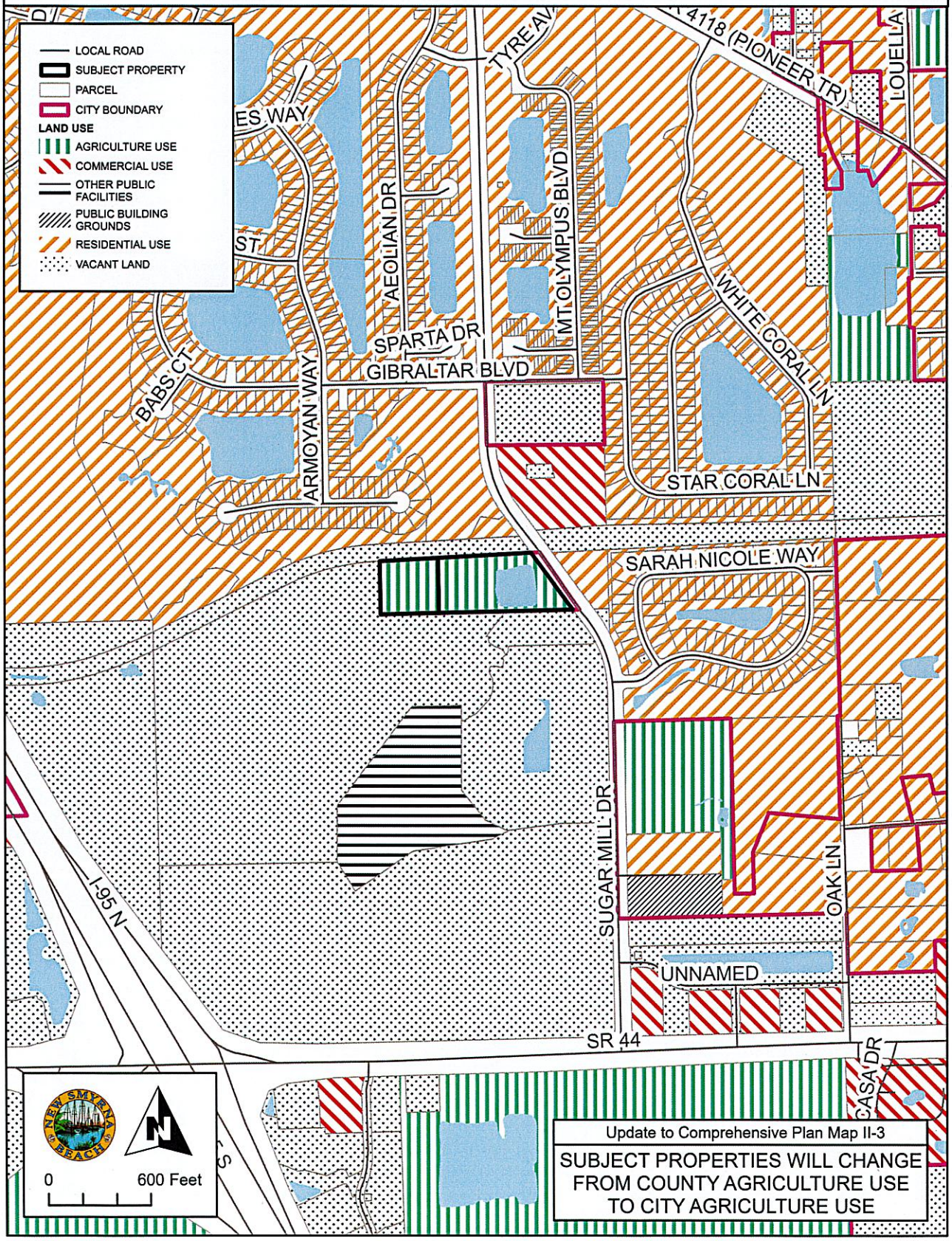
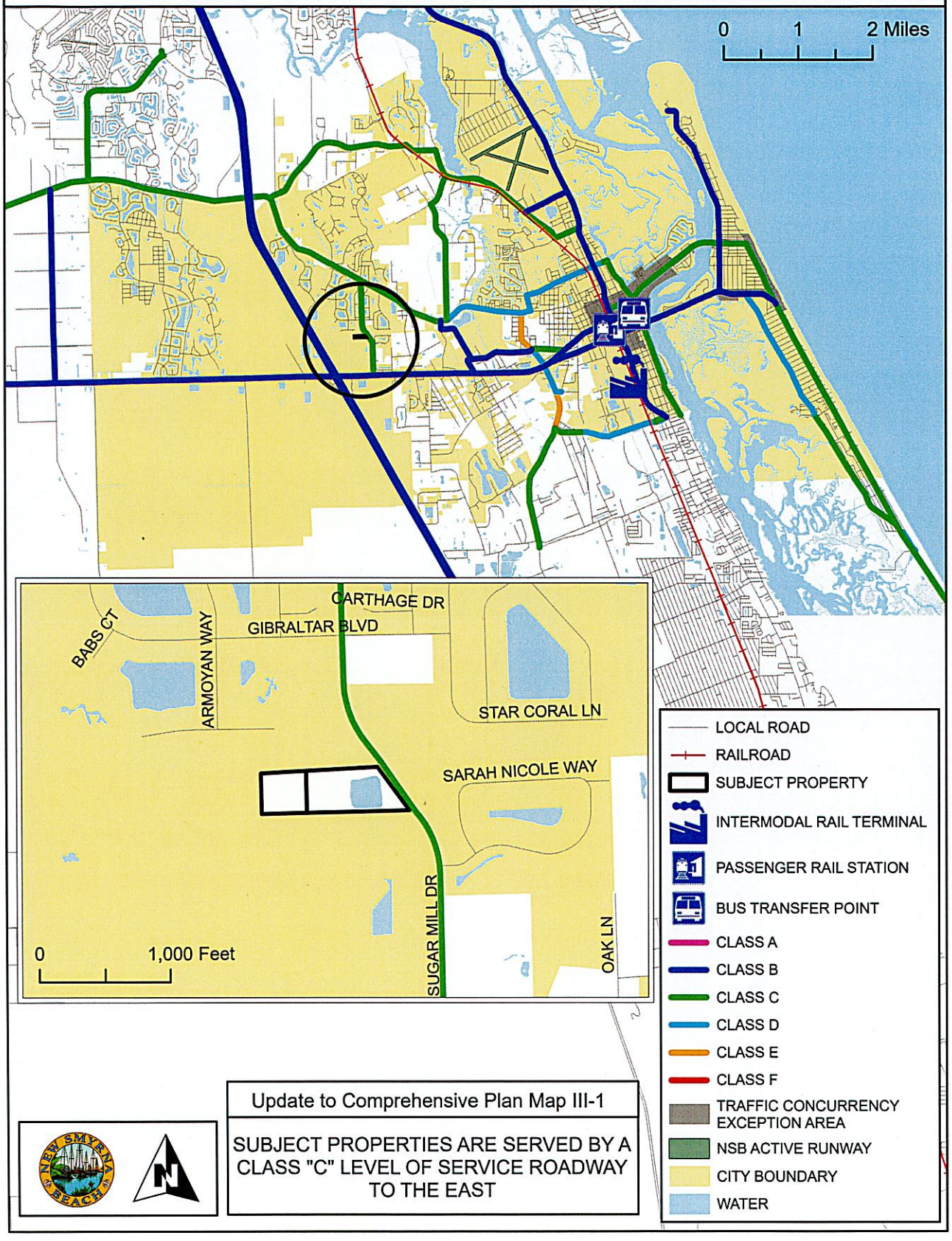


EXHIBIT "E"

EXISTING LEVEL OF SERVICE - 2009

A-6-25



Update to Comprehensive Plan Map III-1

SUBJECT PROPERTIES ARE SERVED BY A CLASS "C" LEVEL OF SERVICE ROADWAY TO THE EAST

EXHIBIT "F"

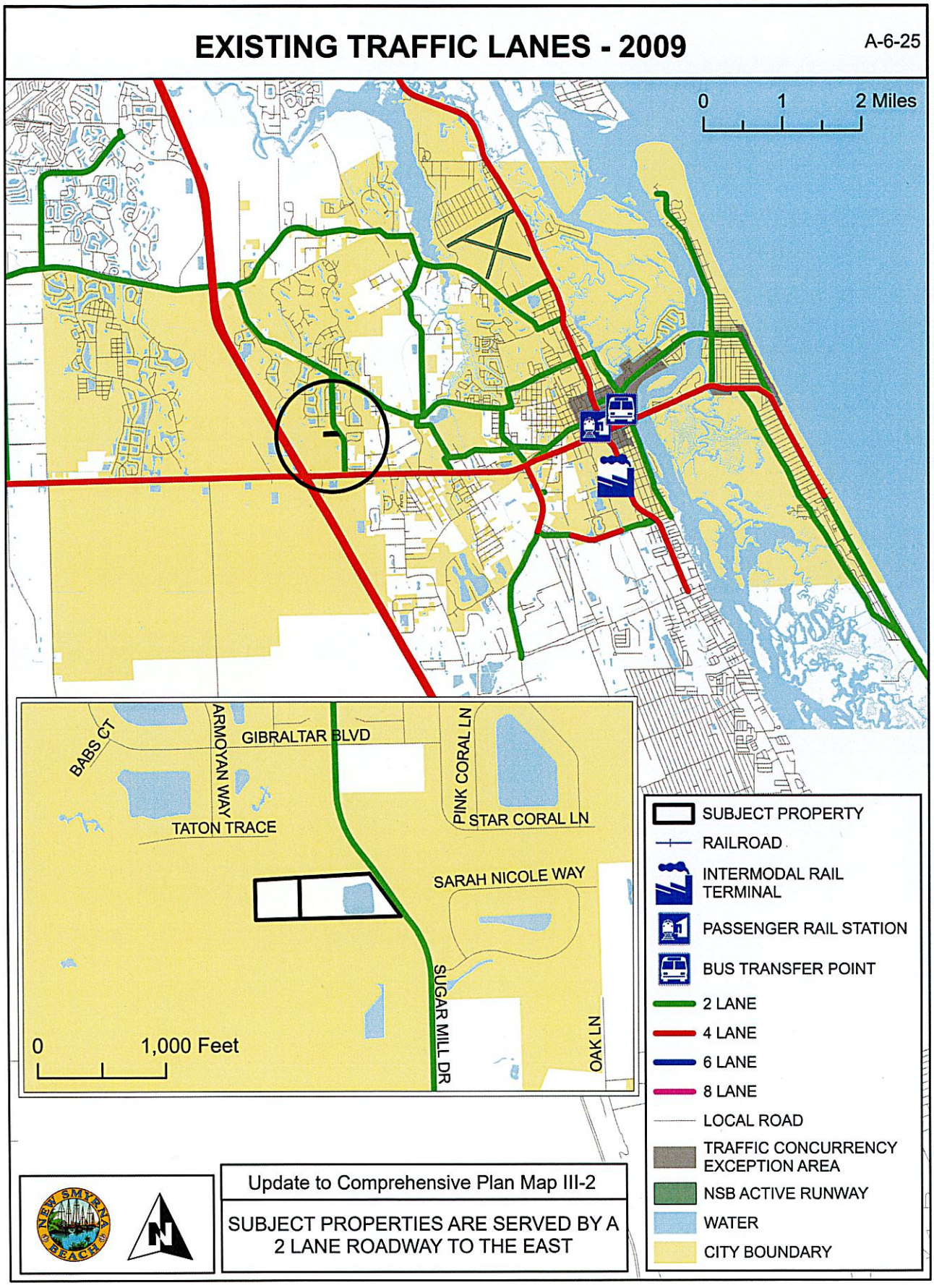

EXISTING TRAFFIC LANES - 2009
A-6-25
0 1 2 Miles
BABS CT
ARMOYAN WAY
GIBRALTAR BLVD
PINK CORAL LN
STAR CORAL LN
TATON TRACE
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
SUBJECT PROPERTY
RAILROAD
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
2 LANE
4 LANE
6 LANE
8 LANE
LOCAL ROAD
TRAFFIC CONCURRENCY EXCEPTION AREA
NSB ACTIVE RUNWAY
WATER
CITY BOUNDARY
Update to Comprehensive Plan Map III-2
SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

EXHIBIT "G"

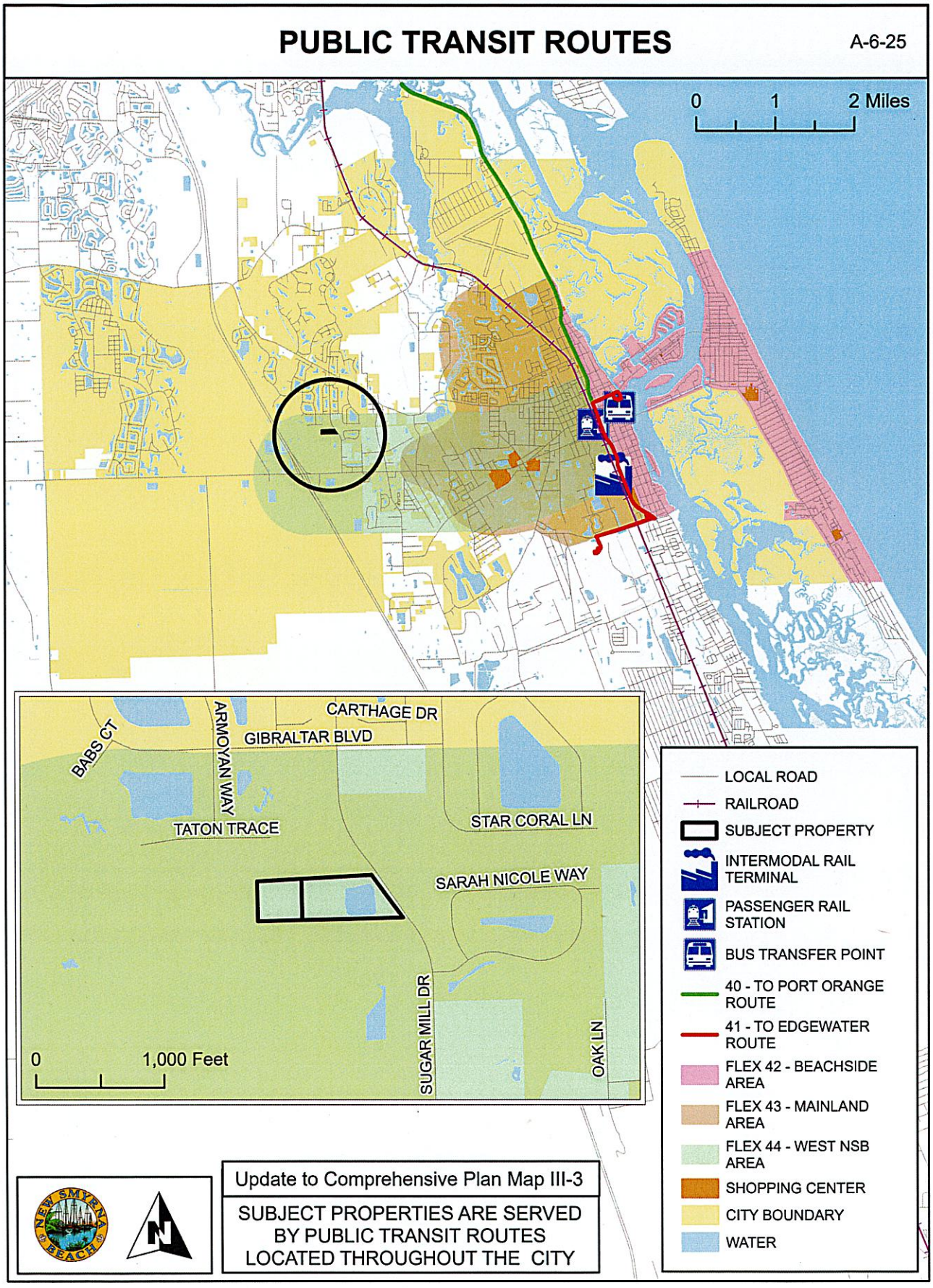

PUBLIC TRANSIT ROUTES
A-6-25
0
1
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
40 - TO PORT ORANGE ROUTE
41 - TO EDGEWATER ROUTE
FLEX 42 - BEACHSIDE AREA
FLEX 43 - MAINLAND AREA
FLEX 44 - WEST NSB AREA
SHOPPING CENTER
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-3
SUBJECT PROPERTIES ARE SERVED BY PUBLIC TRANSIT ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "H"

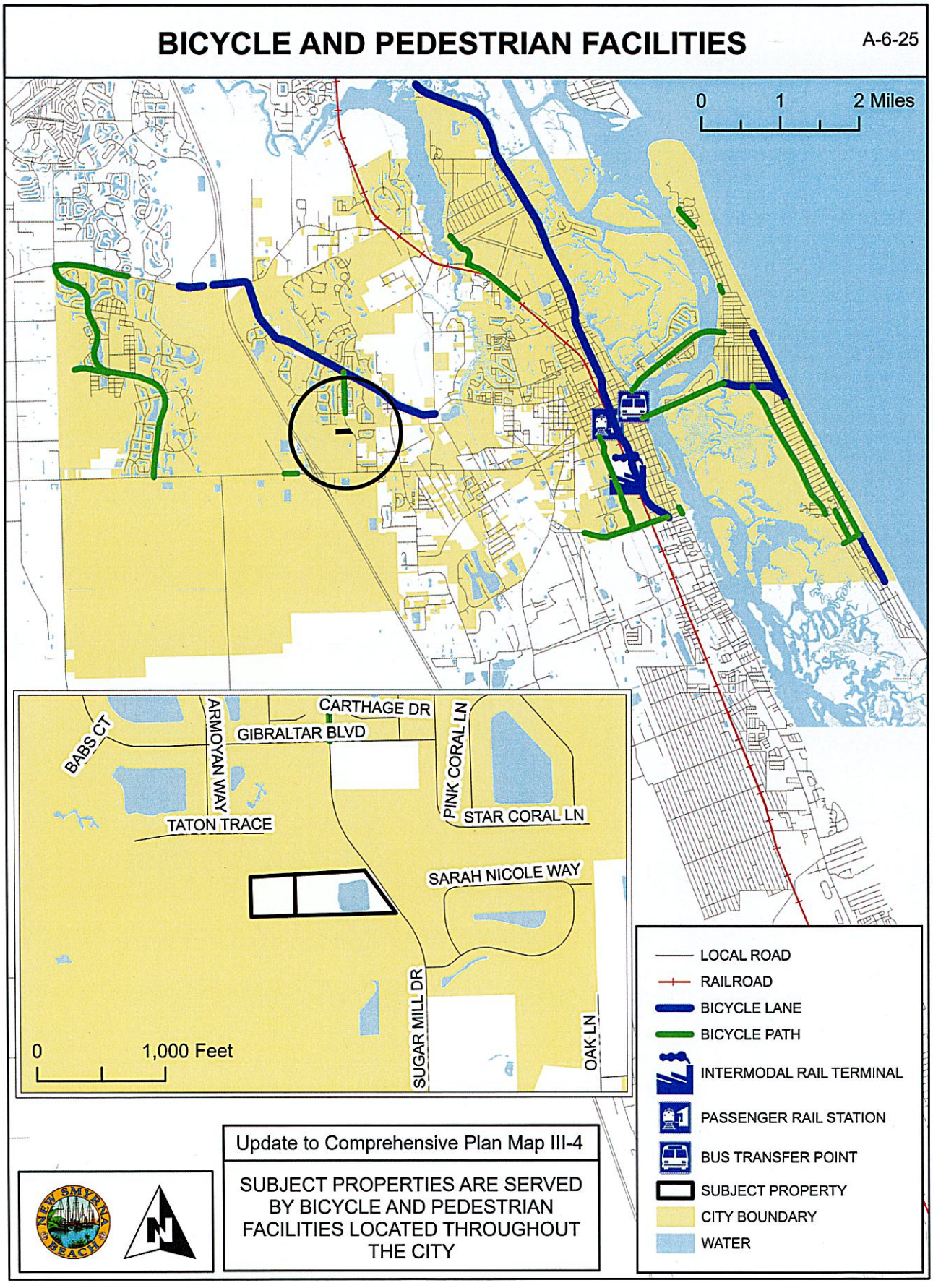
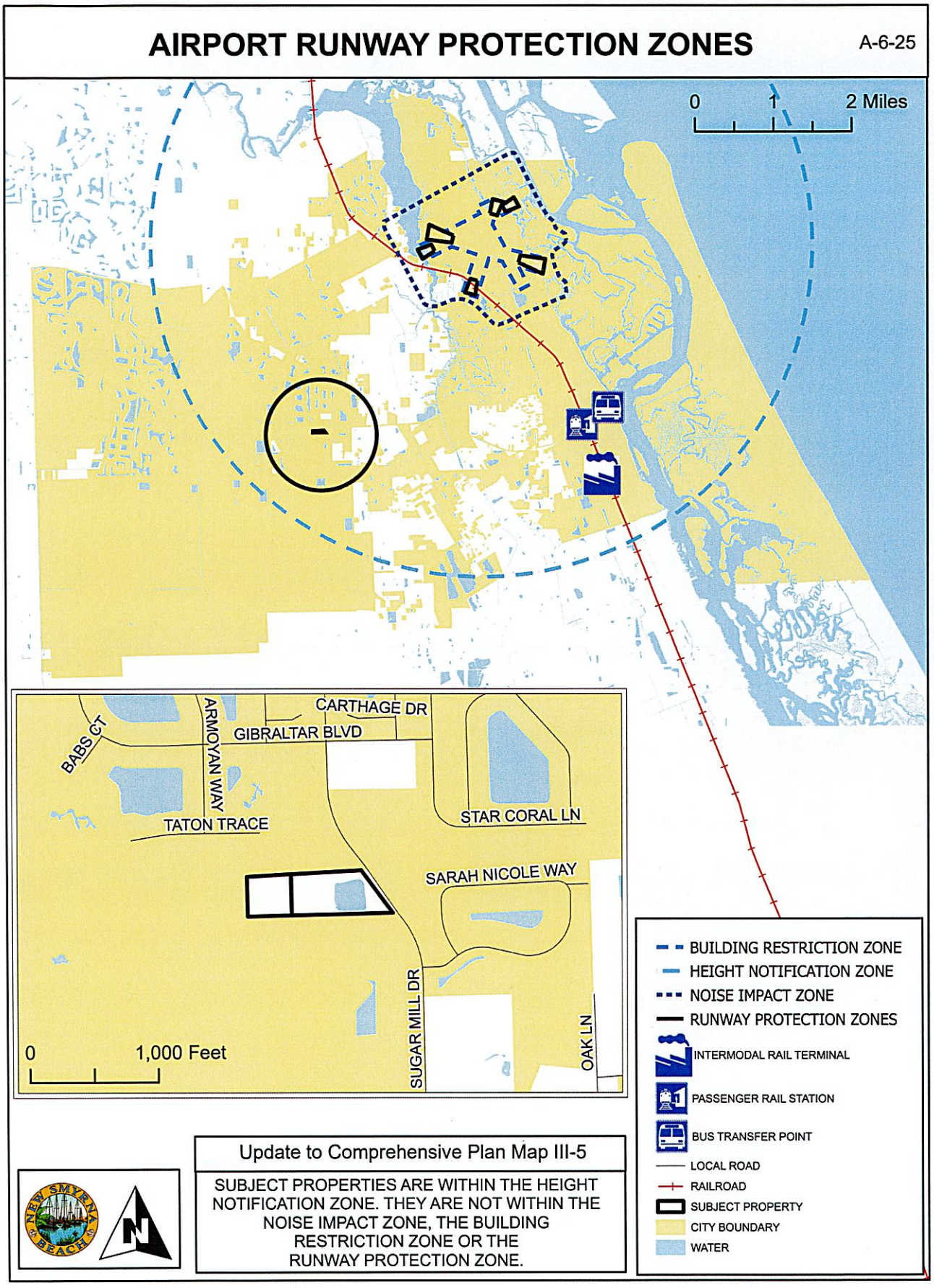
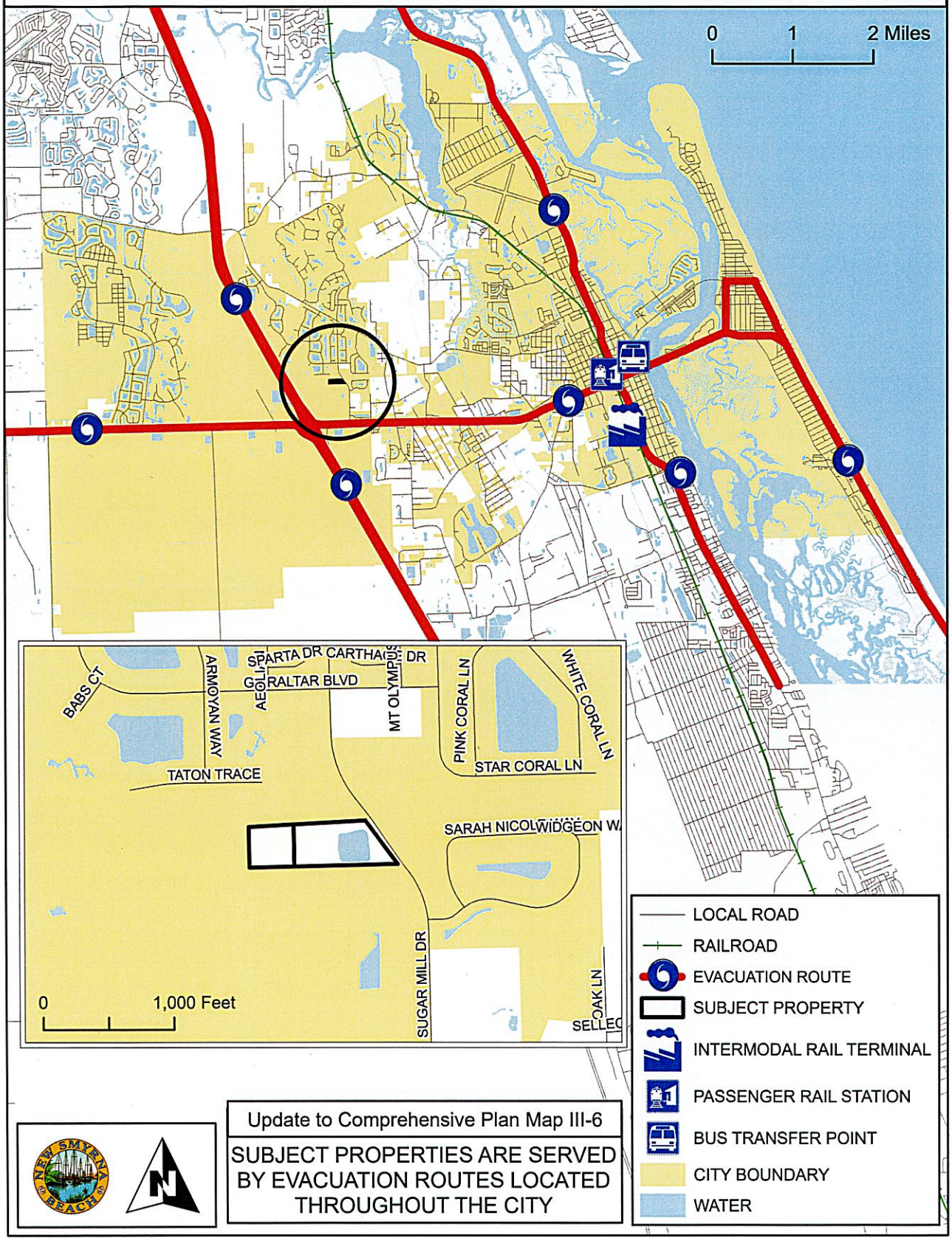

BICYCLE AND PEDESTRIAN FACILITIES
A-6-25
0
1
2 Miles
BABS CT
ARMOYAN WAY
CARTHAGE DR
GIBRALTAR BLVD
PINK CORAL LN
STAR CORAL LN
TATON TRACE
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
LOCAL ROAD
RAILROAD
BICYCLE LANE
BICYCLE PATH
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-4
SUBJECT PROPERTIES ARE SERVED BY BICYCLE AND PEDESTRIAN FACILITIES LOCATED THROUGHOUT THE CITY

EXHIBIT "I"


AIRPORT RUNWAY PROTECTION ZONES
A-6-25
0
1
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0
1,000 Feet
BUILDING RESTRICTION ZONE
HEIGHT NOTIFICATION ZONE
NOISE IMPACT ZONE
RUNWAY PROTECTION ZONES
INTERMODAL RAIL TERMINAL
PASSENGER RAIL STATION
BUS TRANSFER POINT
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map III-5
SUBJECT PROPERTIES ARE WITHIN THE HEIGHT NOTIFICATION ZONE. THEY ARE NOT WITHIN THE NOISE IMPACT ZONE, THE BUILDING RESTRICTION ZONE OR THE RUNWAY PROTECTION ZONE.

EVACUATION ROUTES

A-6-25



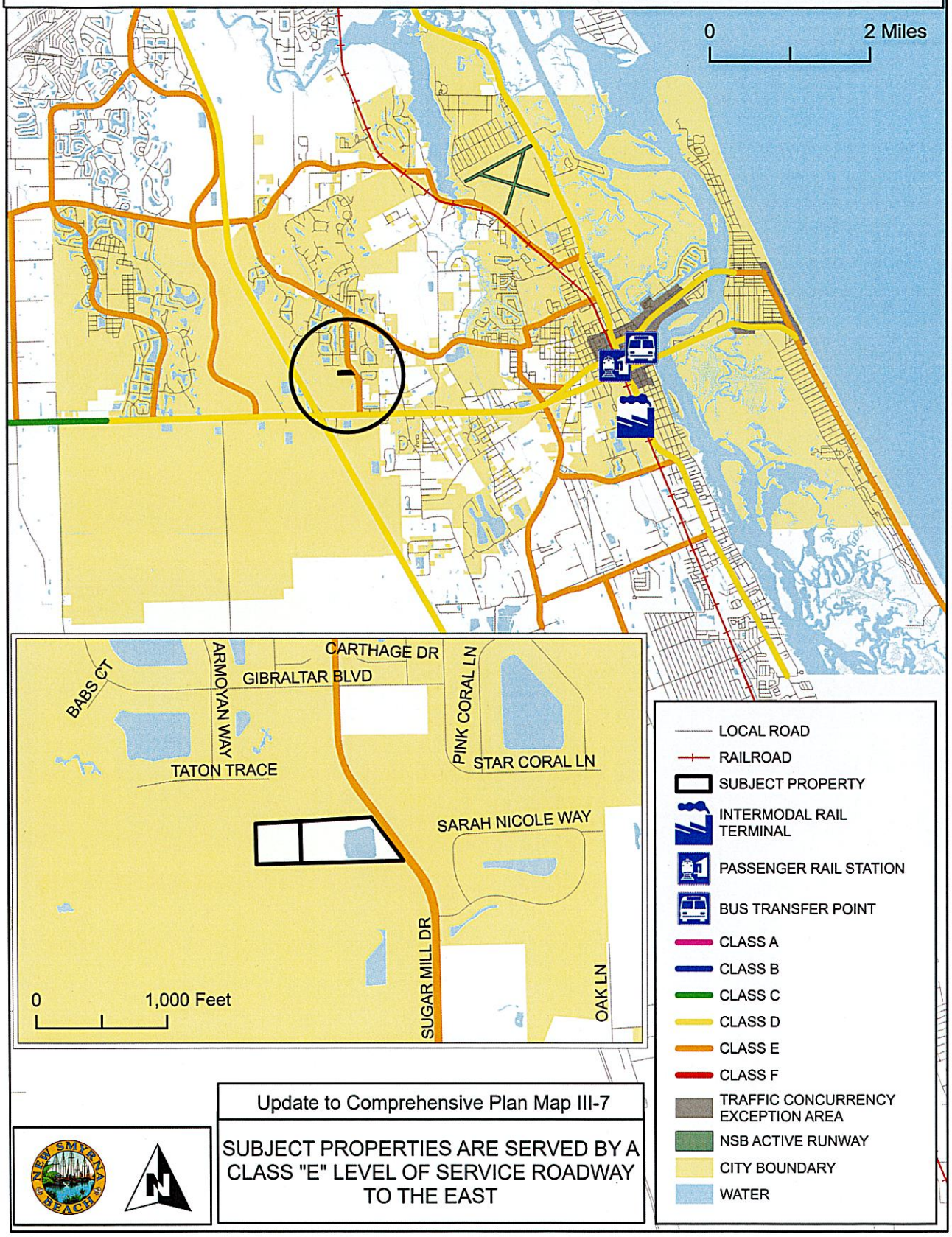
Update to Comprehensive Plan Map III-6

SUBJECT PROPERTIES ARE SERVED BY EVACUATION ROUTES LOCATED THROUGHOUT THE CITY

EXHIBIT "K"

LEVEL OF SERVICE - 2025

A-6-25



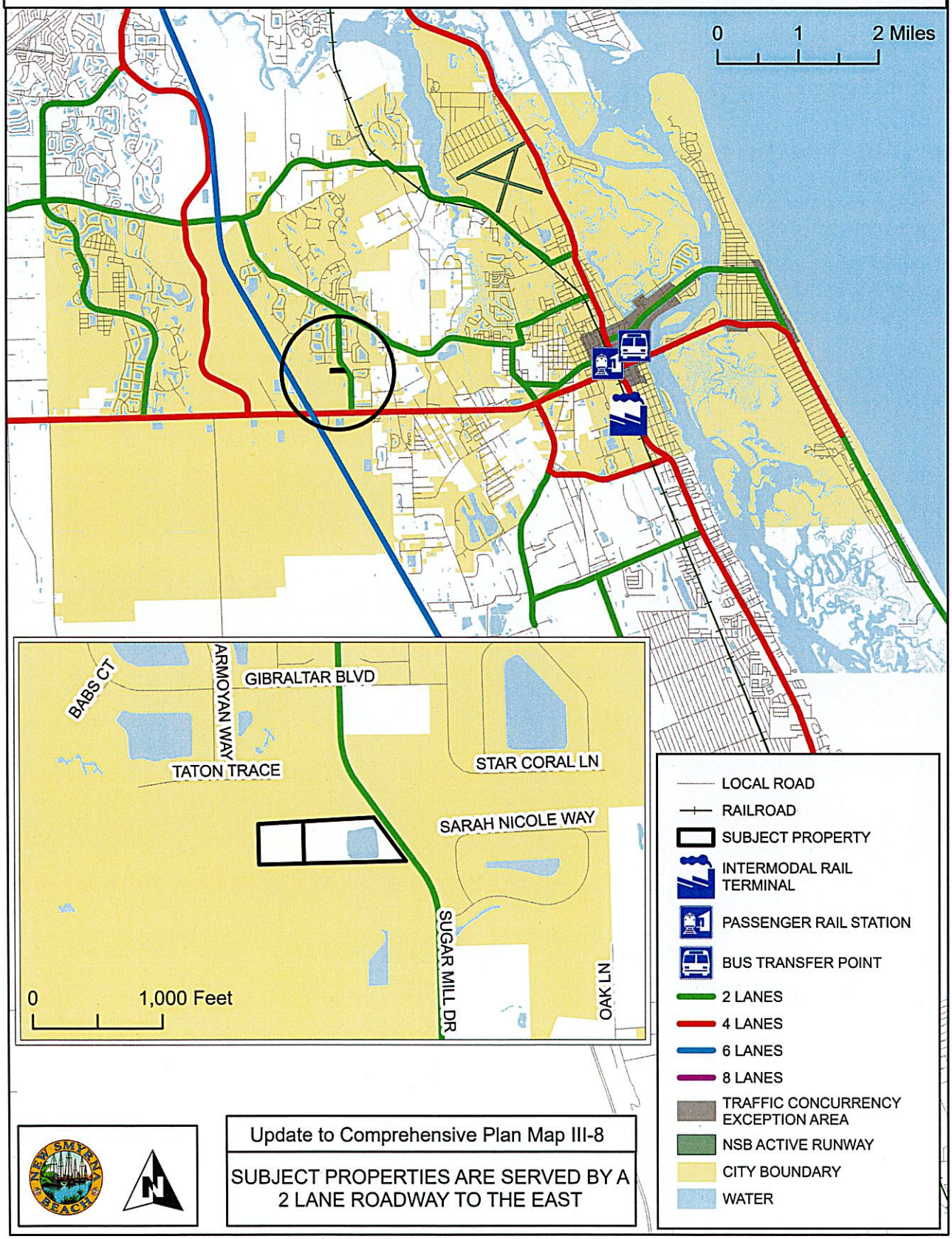
Update to Comprehensive Plan Map III-7

SUBJECT PROPERTIES ARE SERVED BY A CLASS "E" LEVEL OF SERVICE ROADWAY TO THE EAST

EXHIBIT "L"

NUMBER OF TRAFFIC LANES - 2025

A-6-25



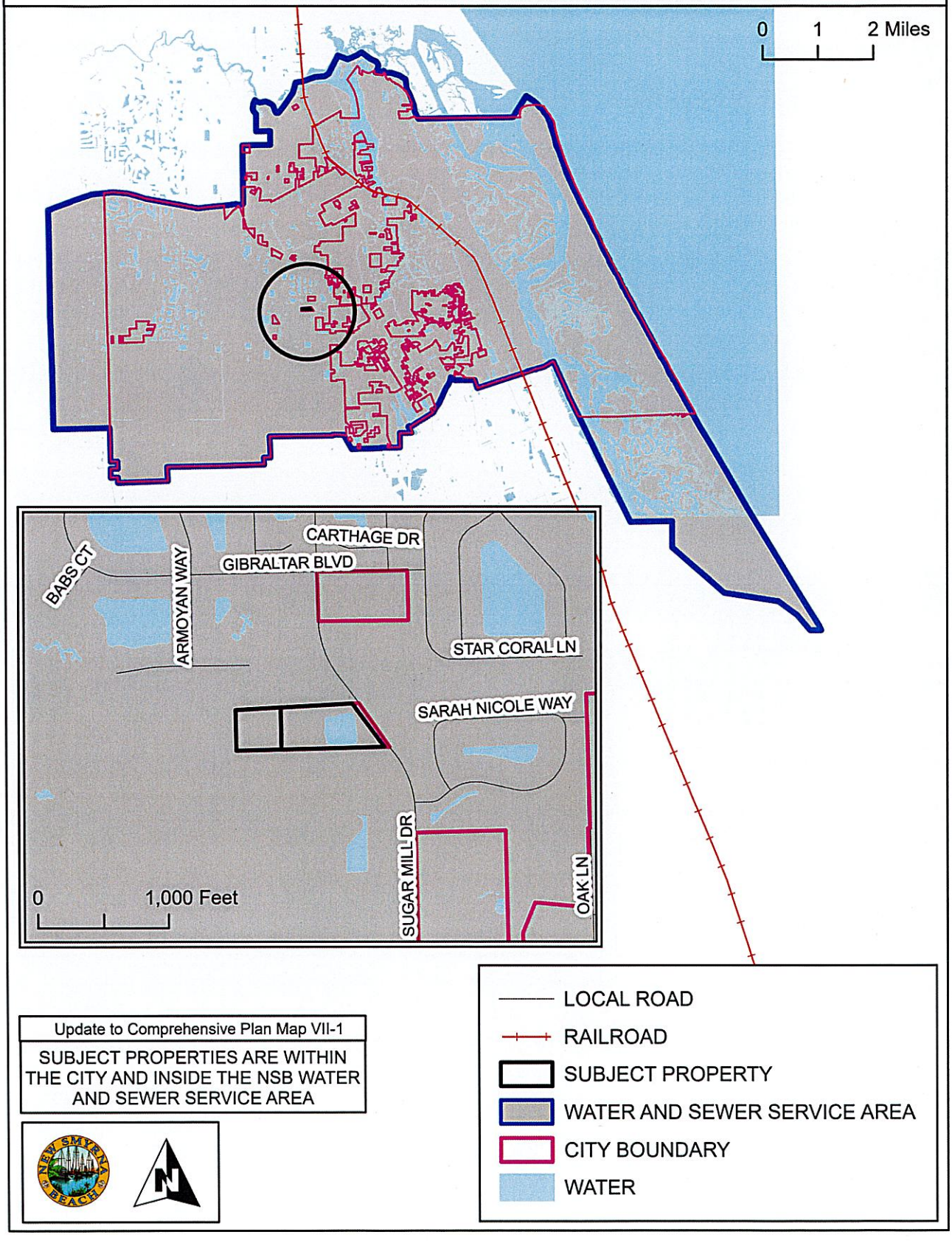
Update to Comprehensive Plan Map III-8

SUBJECT PROPERTIES ARE SERVED BY A 2 LANE ROADWAY TO THE EAST

EXHIBIT "M"

WATER AND SEWER SERVICE AREA

A-6-25



Update to Comprehensive Plan Map VII-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND INSIDE THE NSB WATER AND SEWER SERVICE AREA

EXHIBIT "N"

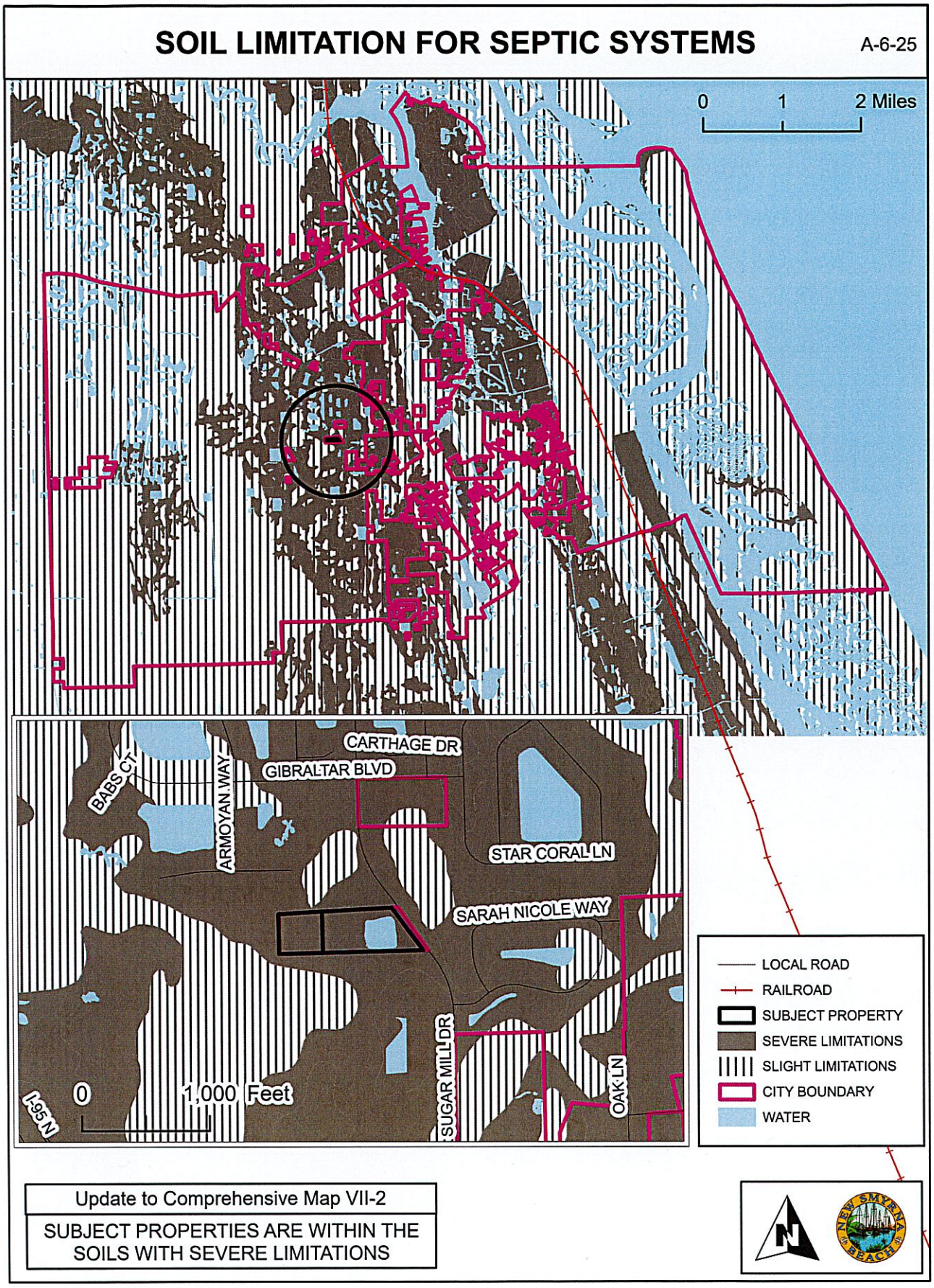

SOIL LIMITATION FOR SEPTIC SYSTEMS
A-6-25
0
1
2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
I-95 N
0
1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
SEVERE LIMITATIONS
SLIGHT LIMITATIONS
CITY BOUNDARY
WATER
Update to Comprehensive Map VII-2
SUBJECT PROPERTIES ARE WITHIN THE SOILS WITH SEVERE LIMITATIONS
N
NEW SMYRNA BEACH

EXHIBIT "O"

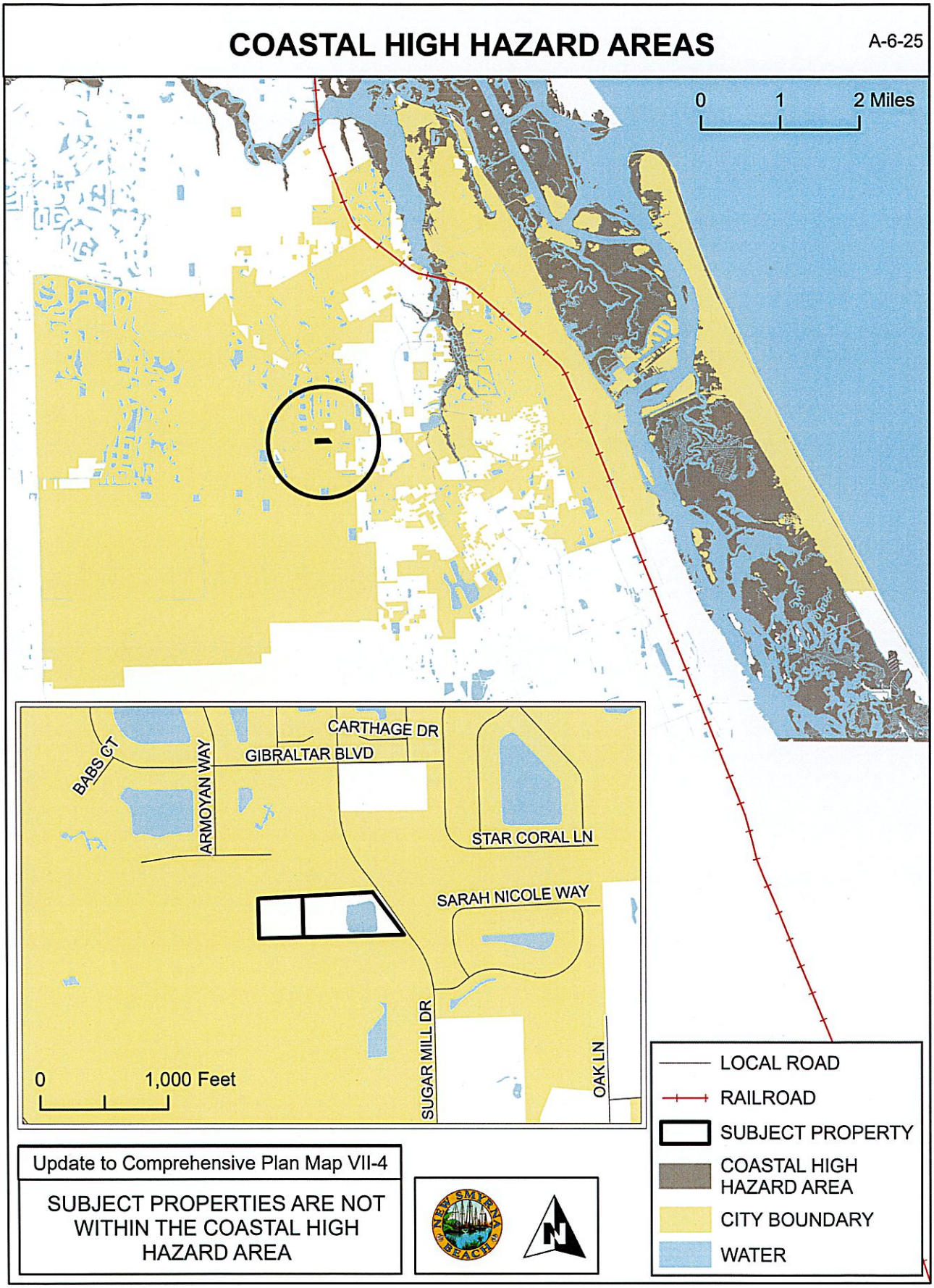

COASTAL HIGH HAZARD AREAS
A-6-25
0 1 2 Miles
CARTHAGE DR
GIBRALTAR BLVD
BABS CT
ARMOYAN WAY
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
COASTAL HIGH HAZARD AREA
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VII-4
SUBJECT PROPERTIES ARE NOT WITHIN THE COASTAL HIGH HAZARD AREA
NEW SMYRNA BEACH
N

EXHIBIT "P"

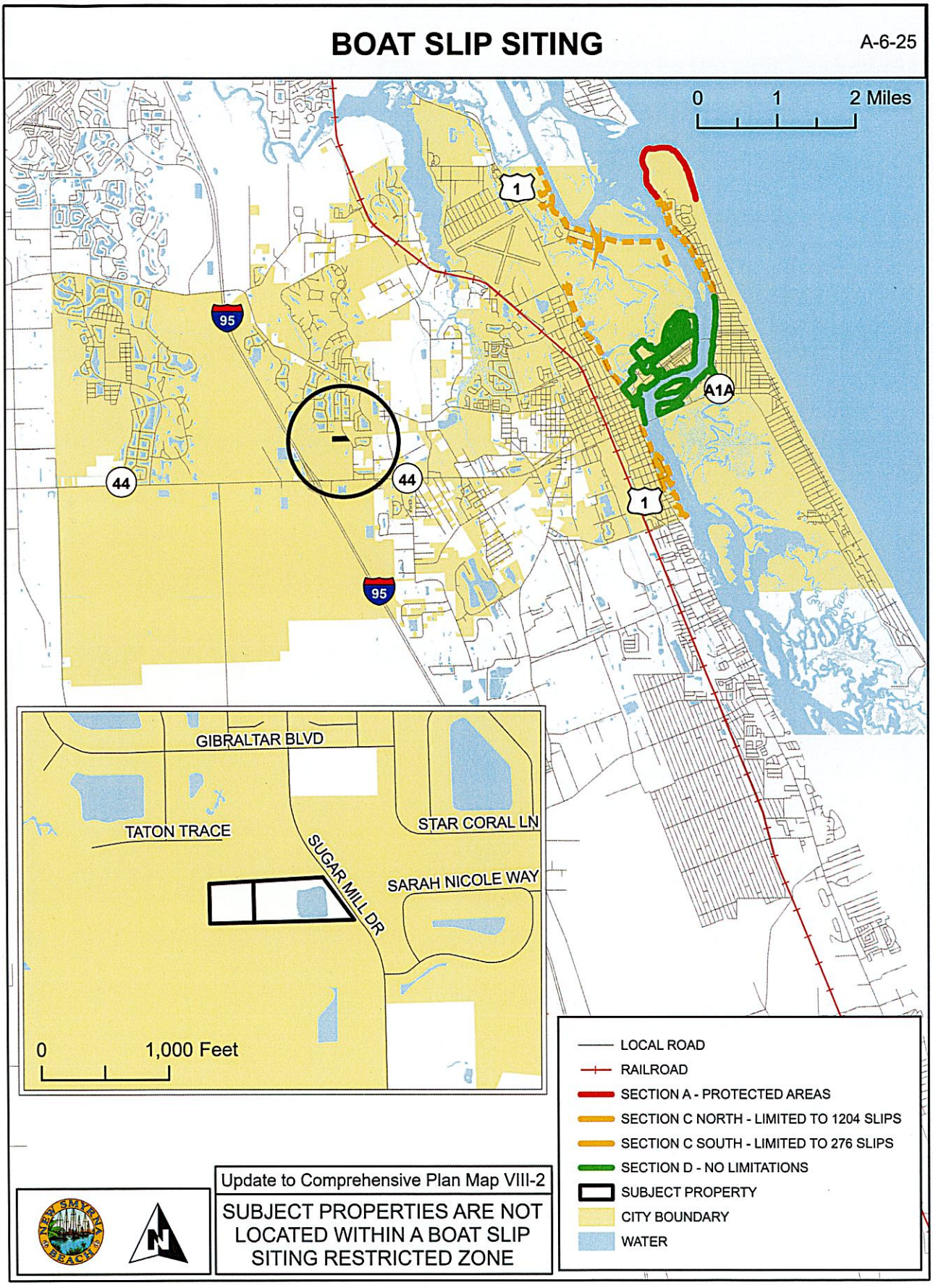
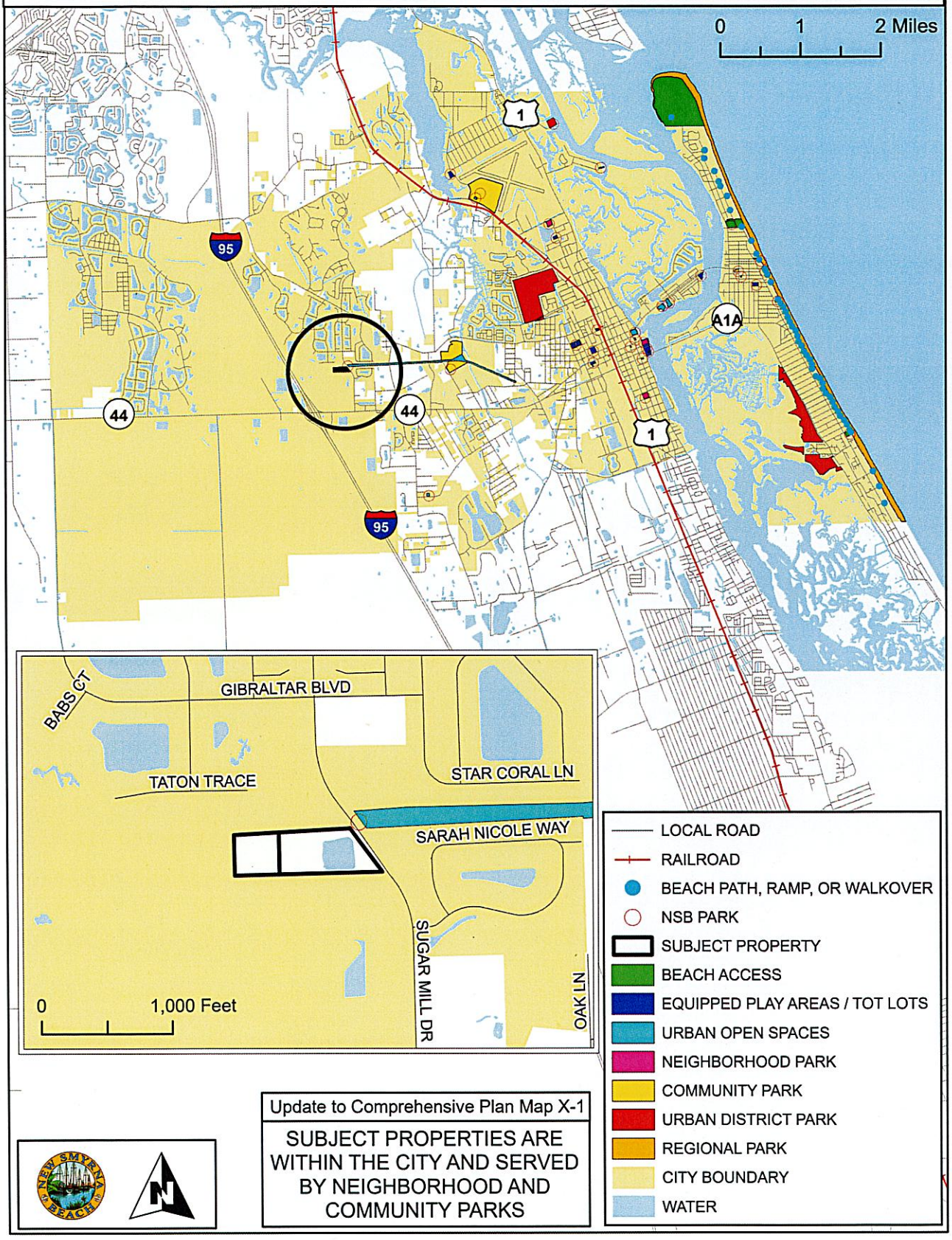

BOAT SLIP SITING
A-6-25
0 1 2 Miles
1
95
44
44
95
A1A
1
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SUGAR MILL DR
SARAH NICOLE WAY
0 1,000 Feet
LOCAL ROAD
RAILROAD
SECTION A - PROTECTED AREAS
SECTION C NORTH - LIMITED TO 1204 SLIPS
SECTION C SOUTH - LIMITED TO 276 SLIPS
SECTION D - NO LIMITATIONS
SUBJECT PROPERTY
CITY BOUNDARY
WATER
Update to Comprehensive Plan Map VIII-2
SUBJECT PROPERTIES ARE NOT LOCATED WITHIN A BOAT SLIP SITING RESTRICTED ZONE

EXHIBIT "Q"

CITY PARKS

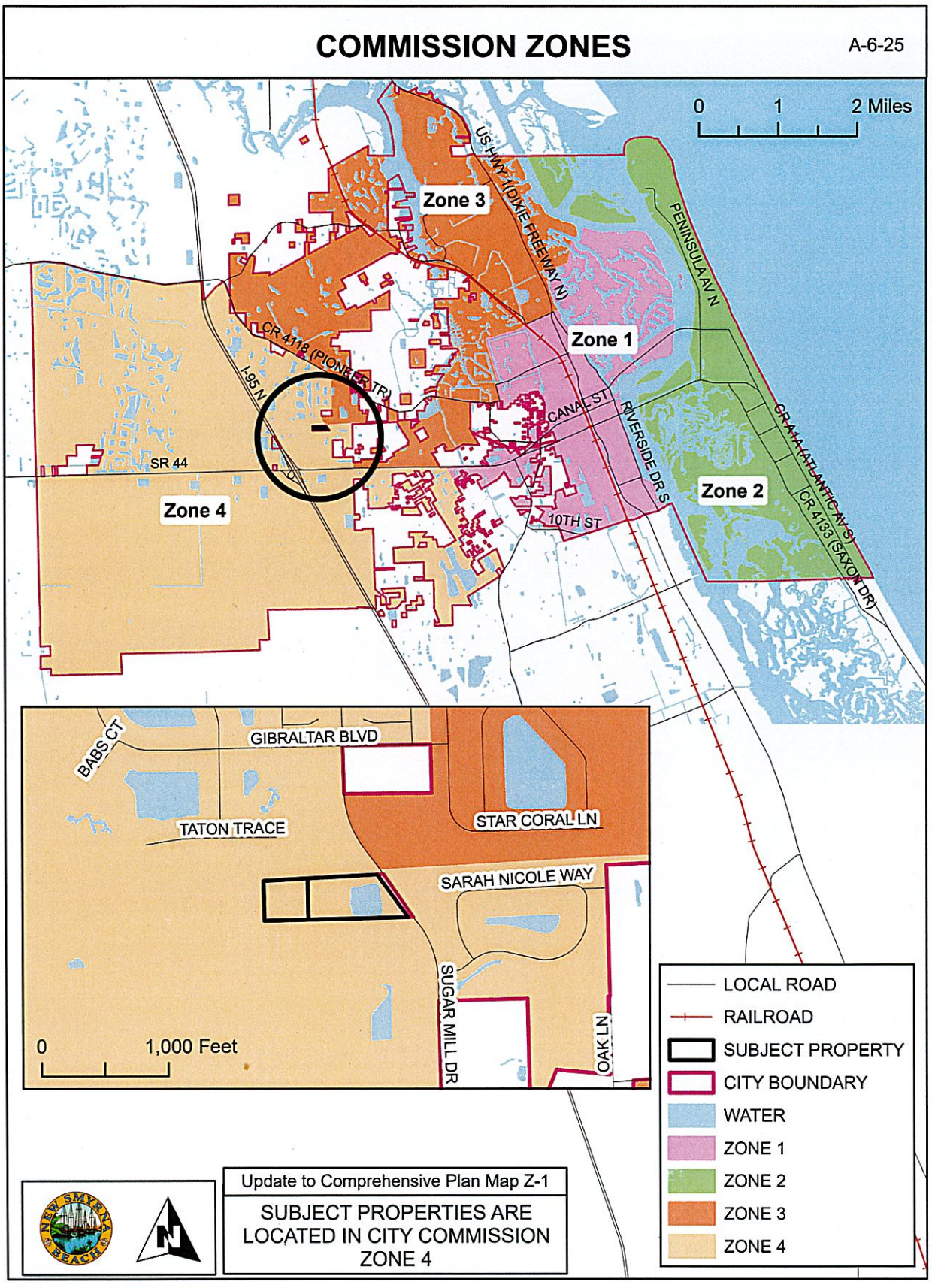
A-6-25



Update to Comprehensive Plan Map X-1

SUBJECT PROPERTIES ARE WITHIN THE CITY AND SERVED BY NEIGHBORHOOD AND COMMUNITY PARKS

EXHIBIT "R"


COMMISSION ZONES
A-6-25
0 1 2 Miles
Zone 3
Zone 1
Zone 2
Zone 4
US HWY 1 (DIXIE FREEWAY N)
PENINSULA AV N
LCR 4118 (PIONEER TR)
I-95 N
SR 44
CANAL ST
RIVERSIDE DR S
10TH ST
CR A1A (ATLANTIC AV S)
CR 4133 (SAXON DR)
BABS CT
GIBRALTAR BLVD
TATON TRACE
STAR CORAL LN
SARAH NICOLE WAY
SUGAR MILL DR
OAK LN
0 1,000 Feet
LOCAL ROAD
RAILROAD
SUBJECT PROPERTY
CITY BOUNDARY
WATER
ZONE 1
ZONE 2
ZONE 3
ZONE 4
Update to Comprehensive Plan Map Z-1
SUBJECT PROPERTIES ARE LOCATED IN CITY COMMISSION ZONE 4

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 82-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD APPROVE A PROPOSED REZONING APPLICATION TO CHANGE THE CURRENT ZONING FROM COUNTY PUD TO CITY PUD ON APPROXIMATELY 7.6 ACRES OF LAND LOCATED AT 390 SUGAR MILL DRIVE, WHICH IS ALSO ASSOCIATED WITH COMPANION AND CONCURRENT APPLICATIONS FOR ANNEXATION AND A REVISED CPA FLU DESIGNATION.

December 9, 2025

Background:

Applicant: Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114.

Property Owner: AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, Florida 32128.

Request: Rezoning from Volusia County PUD (now expired) to proposed City PUD, to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers. The site is currently within unincorporated Volusia County and is an enclave surrounded by the City on all sides. It also is the subject of two concurrent and companion applications to the City, one for Annexation into the City (A- 06-25) and the second for a Comprehensive Plan Amendment to change the Future Land Use (FLU) from the current Volusia County FLU of Urban Medium Intensity (UMI) to City Commercial FLU (CPA-05-25).

Site Information: 7.6 acres that are currently undeveloped, and located on the West side of Sugar Mill Drive, north of State Road 44 and south of Pioneer Trail.

Tax I.D. Numbers: 7315-00-00-0121 & 7315-00-00-0125

Exhibits Provided:

Exhibit A - Location Map

Exhibit B - Aerial Map

Exhibit C – Existing Zoning Map

Exhibit D – Proposed FLU Map (pending concurrent/companion CPA FLU application CPA-05-25)

Exhibit E - Prior/2005 (now expired) Volusia County PUD Master Development Agreement (MDA) for site

Exhibit F – Existing Neighborhood Map

Exhibit G – Survey

Exhibit H - Proposed PUD Master Development Agreement (MDA)

Exhibit I - Proposed Conceptual Development Plan (CDP), 2 sheets

Exhibit J - Proposed Architectural Renderings, 7 Sheets

Exhibit K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf

Findings:

A. This rezoning application seeks to create a new Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for this site, to allow for a new commercial facility for Boat and Recreational Vehicle (RV) covered storage. The MDA and CDP could contain a maximum total of one hundred forty-seven sixty (147) individual boat and RV storage stalls (a/k/a “spaces”) and related infrastructure.

B. This site is now considered an enclave, being within unincorporated Volusia County while surrounded on all its boundaries by properties within the City Limits. Accordingly, there are two other pending concurrent and companion applications submitted with this. One is for Annexation, to bring this property within the City Limits (as Case # A- 06-25), and the second for a Comprehensive Plan Amendment (CPA) to change the current Future Land Use (FLU) designation from the current Volusia County FLU of Urban Medium Intensity (UMI) to the City FLU of Commercial (as CPA-05-25, and as shown on **Exhibit D**). Both of those applications need to be approved in order for this PUD zoning application to also be approved. The site is currently shown on the **Exhibit C** Existing Zoning Map as being zoned PUD under Volusia County, by the attached recorded MDA document (**Exhibit E**). That 2005 Agreement with Volusia County is now expired and no longer applicable for its development, but previously allowed for this 7.6 acre site to be developed as a Multi-Family project with a maximum of 93 Residential Units. This zoning application instead seeks to maintain its prior and current PUD zoning, but within the City instead and for this single purpose of Boat and Recreational Vehicle (RV) storage.

C. The total subject property consists of approximately 7.6 acres and is located on the

west side of Sugar Mill Drive, generally between SR 44 to the south and Pioneer Trail to the north. The site is within the Activity Center neighborhood area as designated by the City Comprehensive Plan (and shown on the **Exhibit F** Existing Neighborhood Map, where the # 21 appears on the blow-up portion), and also adjacent to and surrounded by the 850 acre Coastal Woods PUD area to the north, west, and south, some of which (further south and west) is now within the AdventHealth PUD. Immediately adjacent to the north of the site is a 100' wide former railroad right-of-way corridor that is largely cleared and now used by the NSBU for utility lines, and which is zoned City I-2, Heavy Industry. Immediately south is a wetland area that is part of the AdventHealth PUD and included in previously permitted stormwater plans to be excavated for a wet detention pond, upon future development of the AdventHealth site. Adjacent areas to the west are within the Coastal Woods PUD, and largely are wetland areas designated as Conservation Easements dedicated to the SJRWMD.

D. This site configuration and its dimensions are shown on various Exhibits (most clearly on the **Exhibit G** Survey) as being somewhat rectangular, with an angled frontage of 413' on Sugar Mill Drive being its only possible roadway access. Sugar Mill Drive is considered a collector road under the maintenance and permitting control of Volusia County, and is a 100' wide right-of-way with a two lane roadway adjacent to this site and signalized intersections to the north (Pioneer Trail) and south (SR 44). The site is also somewhat isolated by the adjoining parcels, with the NSBU Utility Corridor to the north and existing wetlands to the west and south. There are a number of exhibits provided which show the site and all neighboring properties surrounding the subject parcel area, including **Exhibits A-D, F, & I**.

E. As shown on the **Exhibit I** Conceptual Development Plans (CDP) and **Exhibit J** Architectural Plans, the only proposed access to the site will be from the single driveway connection to Sugar Mill Drive, subject to future permitting for that through Volusia County, including associated improvements and/or modifications for turn lanes, etc. The applicant is seeking this PUD rezoning in the City prior to pursuing those Volusia County permitting processes, which would also be done concurrent with any future City Site Plan application and approval process to follow, should this proposed PUD and its CDP be approved. In addition, if this application is approved by the City, a City Class III Site Plan approval would also be required for the attached CDP, which would then entail full plans for engineering, utilities, stormwater management, landscaping, etc., to be reviewed by City Staff and come before the City Planning and Zoning Board at a future date for final review and approval prior to construction.

F. Concerning the **Exhibit I** CDP, that shows two different types of storage areas, all containing angled parking spaces within either enclosed buildings, or outside on paved parking areas that possibly may be under covered canopies with no side walls. The

enclosed buildings are proposed at the north and east sides of the site, where they would be most visible to neighbors and the traveling public on Sugar Mill Drive, and would thus block any views of those internally stored vehicles and/or boats. The proposed outside parking areas and/or canopy structures are within the interior of the site and near the south property line, adjacent to undeveloped and natural areas of the Coastal Woods PUD that have no access to any existing roadways and also have not been shown on any prior applications to be proposed for any remaining development other than stormwater management.

G. Landscape Buffer Areas are proposed and shown on the **Exhibit I** CDP and **Exhibit J** Architectural Plans for the perimeter of the site, with those being 20’ wide on the North, West, and South Sides, and 25’ on the East side facing Sugar Mill Drive. That East Buffer area will be outside of and exclusive from the 25’ wide Utility Easement also proposed along that same Sugar Mill Drive frontage. Along with these two areas, a proposed 10’ wide Bike Path/Sidewalk is to be constructed with this project, to link to segments of this same type Bike Path/Sidewalk to the north and south along Sugar Mill Drive, including the current western terminus/Trailhead of the Multi-Use Trail on the East side of Sugar Mill Drive, which is also within that same NSBU 100' wide Utility Corridor.

H. The proposed 147 total RV and Boat Storage spaces will accommodate a variety of sizes, with the 42 spaces within the enclosed buildings to be 16’ wide by 50’ deep. The Outdoor Parking Areas are proposed for 39 spaces to be 12' x 50', and for the other 66 spaces to be 12' x 40', all connecting to one of two 40' wide drive aisles provided. The MDA and CDP also propose that potential alternative option of Canopy coverings over these Outdoor Storage spaces, for a potential maximum of over 100,000 SF of building roof and/or canopy. Those buildings and possible canopies will need to meet the proposed 25’ maximum building height.

I. The CDP is consistent with two specific stipulations offered with the companion application for CPA FLU revision, for the Maximum FAR permitted to be 0.5 in place of the 2.0 FAR that would ordinarily apply in the Commercial FLU now being requested, and for the maximum residential density of 8 units per acre as now permitted by the existing County Urban Medium Intensity (UMI) FLU that currently applies to the site, although no residences are proposed with this PUD zoning application.

J. The proposed site is largely cleared, with most existing trees found along the site perimeters, as shown on the **Exhibit I** CDP Sheet 2. That CDP and other Exhibits also show a 39” DBH Historic Oak Tree within the front portion of the site, with that Historic Tree

shown adjacent to the front driveway entranceway and to be preserved in place.

K. Staff has reviewed this application and the unique circumstances of the proposed site location and configuration, and feels the proposed storage use is an appropriate one for this site. The proposed storage use will generate minimal vehicle traffic in comparison to other possible and much more active proposed uses on this section of Sugar Mill Drive. The proposed site is also separated from any possible conflicting neighboring uses, and has proposed various methods to screen and buffer its proposed use, including the size and location of the two proposed buildings.

RECOMMENDATION

At its regular scheduled meeting on October 6, 2025, the Planning and Zoning Board voted 2-4 on this application, which failed to give the City Commission a positive recommendation to approve the requested PUD Rezoning amendment. A copy of the Draft Minutes for that Meeting Item 5.D. is attached (as **Exhibit K**), with those Minutes being a Draft as they have not yet been approved by a Board vote.

Based on the Findings listed above, staff recommends the City Commission approve the proposed PUD zoning and its associated MDA/CDP, contingent upon concurrent applications also being approved for Annexation and CPA FLU revision.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

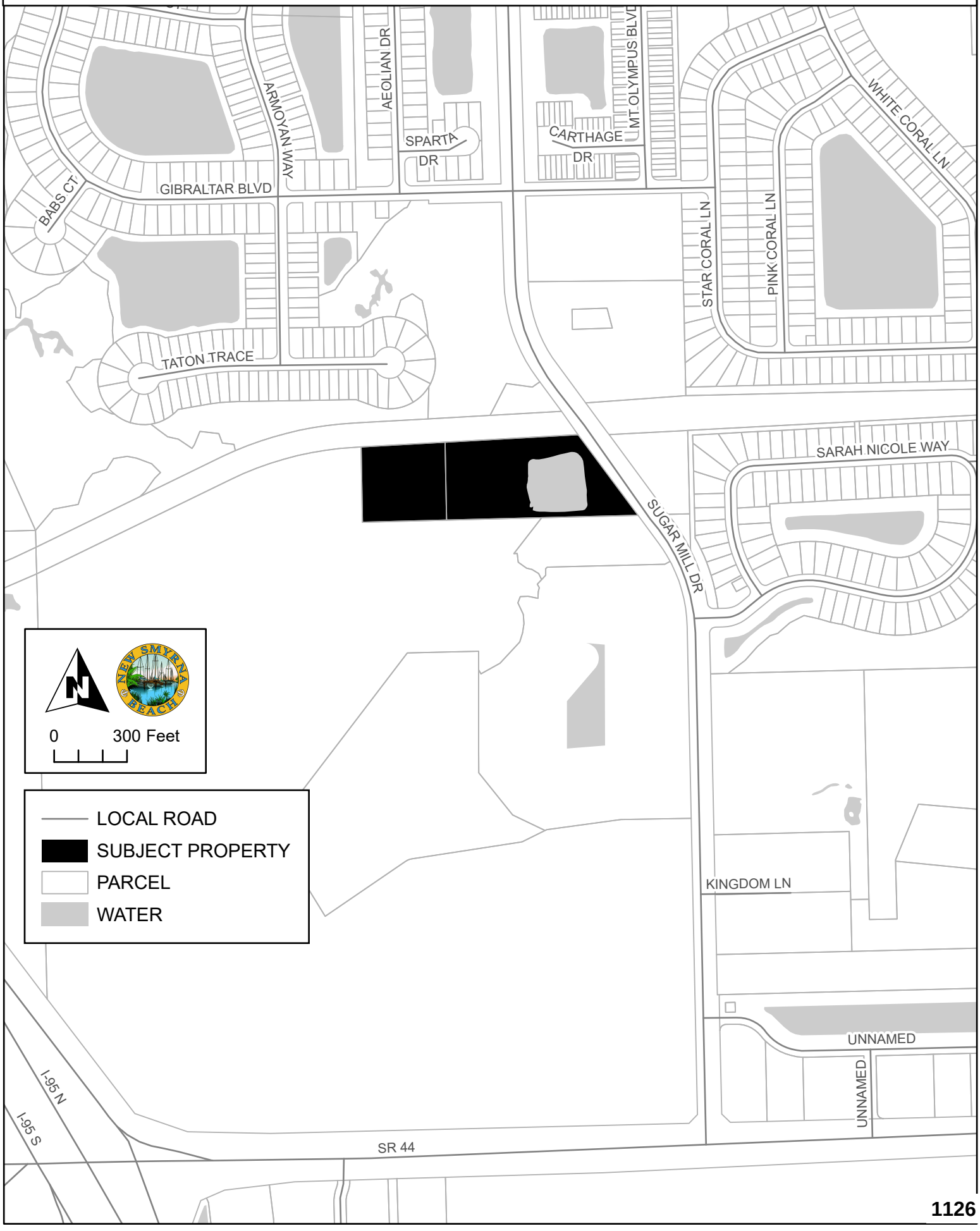
Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Ex. A - Location Map PUD-6-25.pdf
Ex. B - Aerial Map PUD-6-25.pdf
Ex. C - Existing Zoning Map PUD-6-25 .pdf
Ex. D -Proposed FLU Map PUD-6-25 .pdf
Ex. E - Expired 2005 Vol Co PUD MDA.pdf
Ex. F - Neighborhood Map.pdf
Ex. G - Survey.pdf
Ex. H - PUD MDA - Sugar Mill Boat RV Updated 9-26-25 Clean Version.pdf

Ex. I - CDP 9-25-25 Site Plan Drawings.pdf
Ex. J - Architectural Elevations 2.pdf
Ex. K - Minutes (draft) of 10-6-25 P & Z Board Mtg. re PUD Item 5.D.pdf
Business Impact Estimate - Ord 82-25 390 Sugar Mill Dr.pdf
Ord 82-25 Rezoning Sugar Mill Boat and RV PUD MDA.pdf

PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 LOCATION MAP

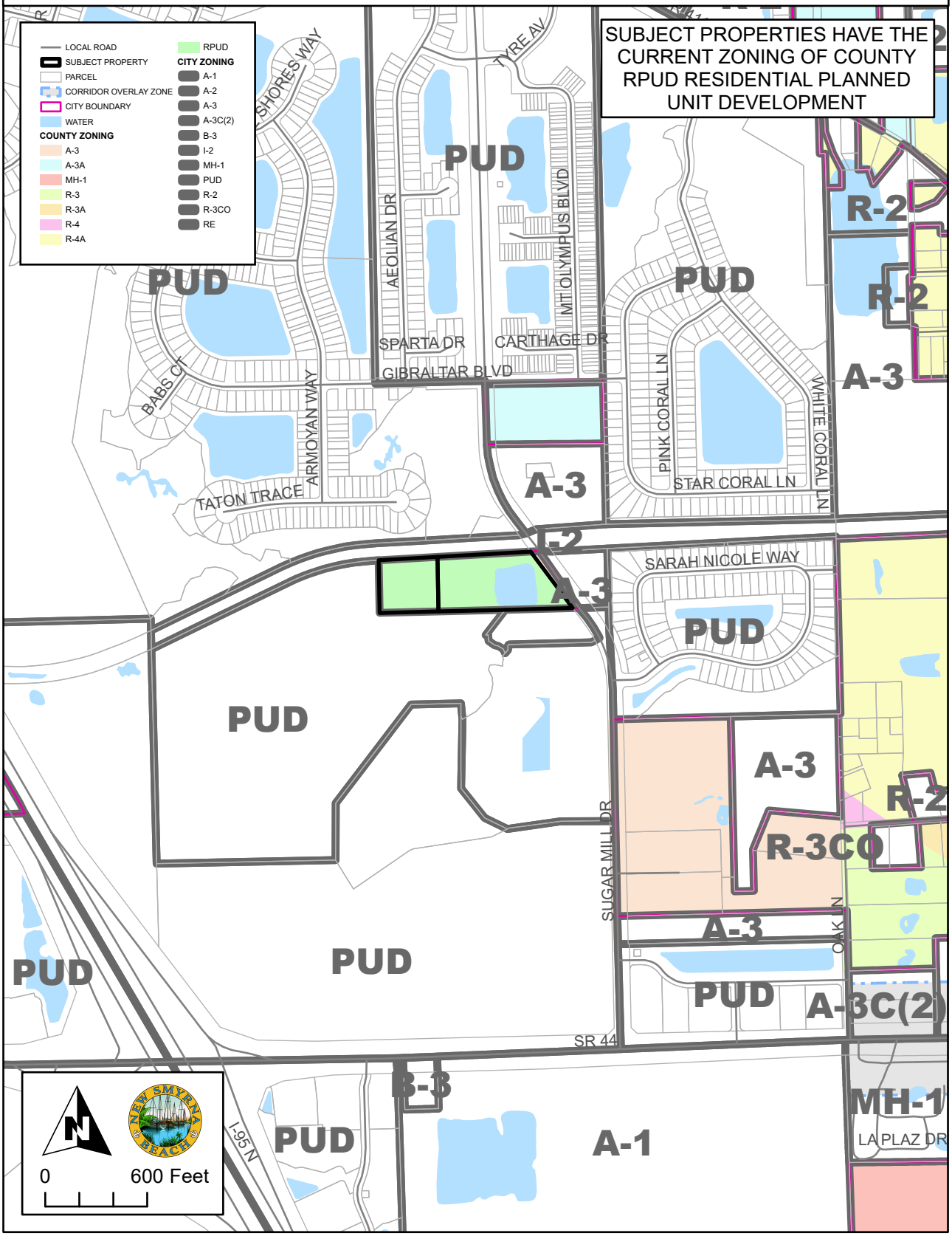


PUD-6-25: SUGAR MILL BOAT & RV PUD-MDA
PARCELS: 7315-00-00-0121 AND 7315-00-00-0125 AERIAL MAP



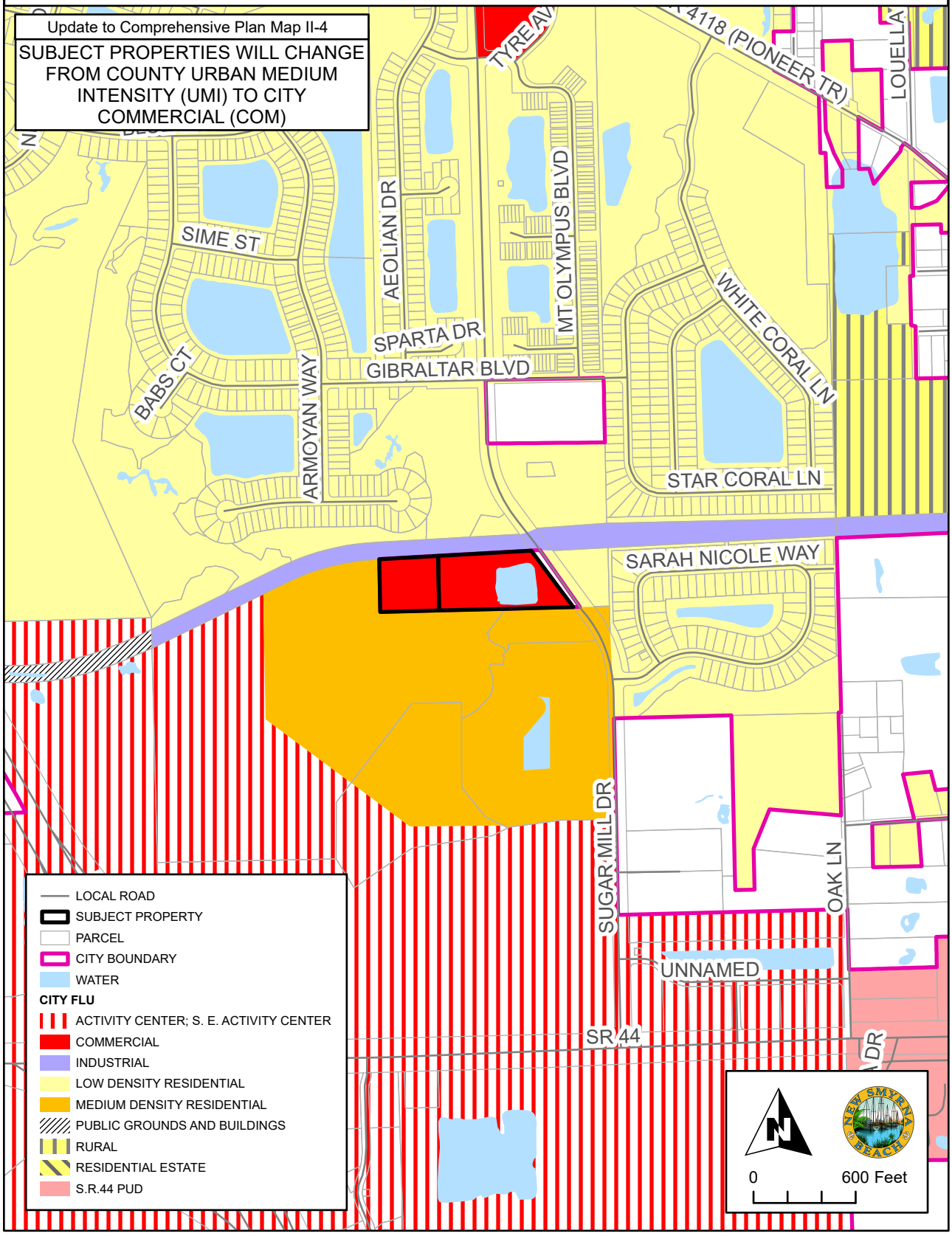
EXISTING ZONING

PUD-6-25



PROPOSED FUTURE LAND USE DESIGNATIONS

PUD-6-25



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Instrument# 2005-255956 # 1
Book: 5653
Page: 2898

IN THE COUNTY COUNCIL OF THE

COUNTY OF VOLUSIA, FLORIDA

IN RE: *PUD-05-026,* Application of ANTHONY GIBLIN:

RESOLUTION # 2005-078

ORDER AND RESOLUTION GRANTING A REQUEST FOR CHANGE OF ZONING FROM *A-3(2)* TO LAKES OF SUGAR MILL RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT)

The application of Anthony Giblin, hereinafter, "Applicant", for rezoning was heard by and before the Volusia County Council, Volusia County, Florida, on April 21, 2005. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments; the advice, report, and recommendations of the Growth and Resource Management, Legal Department, and other Departments and agencies of Volusia County; and the testimony adduced and evidence received at the Public Hearing on this Application by the Planning and Land Development Regulation Commission on March 8, 2005, and otherwise being fully advised, the Volusia County Council does hereby find and determine as follows:

GENERAL FINDINGS

A. That the application of Anthony Giblin, was duly and properly filed herein on January 20, 2005 as required by law.

B. That all fees and costs which are by law, regulation, or Ordinance required to be borne and paid by the applicant have been paid.

C. That the applicant is the Owner of a 7.8-acre parcel of land, which is situated in Volusia County. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Volusia County Zoning Ordinance No. 80-8, as amended.

E. That the Applicant has complied with the "Due Public Notice" requirements of the Volusia County Zoning Ordinance No. 80-8, as amended.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification*(s)* of the parcel described in Exhibit "A" from A-3(2) (Transitional Agriculture – Activity Center) to RPUD (Residential Planned Unit Development).

B. That the said rezoning to a RPUD is consistent with both the Volusia County Comprehensive Plan, Ordinance No. 90-10, as amended, and the intent and purpose of the Volusia County Zoning Ordinance No. 80-8, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the rezoning request.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY COUNTY ADMINISTRATION BUILDING, COUNTY COUNCIL

Instrument# 2005-255956 # 3
Book: 5653
Page: 2900

MEETING ROOM, DELAND, FLORIDA, THIS 21ST DAY OF APRIL, A.D., 2005, AS FOLLOWS:

A. That the Application of Anthony Giblin, for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from A-3(2) to RPUD as described in Article VII of the Volusia County Zoning Ordinance No. 80-8, as amended.

C. That the Official Zoning Map of Volusia County is hereby amended to show the rezoning of said parcel to RPUD.

D. That Volusia County Zoning Ordinance No. 80-8, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance No. 80-8, as amended, and the "Development Agreement", the provisions of the "Development Agreement" shall govern. Ordinance No. 80-8, as amended, shall govern with respect to any matter not covered by the "Development Agreement." The Volusia County Zoning Enforcement Official will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article VIII, Supplementary Regulations of Volusia County Zoning Ordinance No. 80-8, as amended, shall apply to the RPUD in the same manner as the R-8 zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Volusia County Ordinance other than Zoning Ordinance 80-8, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Further, nothing in the Development Agreement is intended to abridge the requirements of Ordinance No. 88-3, as amended, and any other County Ordinances.

THE LAKES OF SUGAR MILL

DEVELOPMENT AGREEMENT

A. **Development Concept**. The property shall be developed as a RPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a RPUD and shall regulate the future land use of this parcel.

1. Master Development Plan The Master Development Plan shall consist of the Conceptual Site Plan prepared by **Andersen & Associates** and dated January 15, 2005, and Revised May 26, 2005, and this development agreement. The Conceptual Site Plan is hereby approved and incorporated in this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the Growth and Resource Management Department and it shall constitute a supplement to the Official Zoning Map of Volusia County.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Zoning Enforcement Official to be minor amendments as set out by Section 813.06 of Ordinance No. 80-8, as amended, shall require the review and recommendation of the Planning and Land Development Regulation Commission and action by the Volusia County Council in the same manner as a rezoning of the parcel.

3. Subdivision Approval. After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, a preliminary and/or a final plat of the area to be subdivided shall be submitted for review and approval in the manner required by Article II of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Site Plan shall be prepared and submitted for review and approval in the manner required by Article III of the Volusia County Land Development Code, Ordinance No. 88-3, as amended.

B. **Unified Ownership**. The Applicant or his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Plat or Final Site Plan Development Order.

C. **Land Uses Within the RPUD**. The RPUD shall be developed as a multi-family residential development and related accessory uses. The Preliminary Plan attached as Exhibit "B", indicates that the typical building design for the project will include two (2) story buildings with six (6) units per floor. The appropriate location and size of said buildings and accessory use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Multifamily residential dwellings (maximum 93 units)

Private recreational facilities, including but not limited to a pedestrian system and a swimming pool.

Clubhouse

Essential utility services

Exempt excavation [refer Section 817.00(o)(1) Ordinance No. 80-8]

Exempt landfill [refer Section 817.00(p)(1) Ordinance No. 80-8]

D. **Development Standards**. As not specifically set forth below, the RPUD shall be governed by the standards set forth in the R-6 zoning classification:

1. Project area: 7.83 acres

2. Overall Density: 93 units (12 units per acre)

3. Parking: 186 spaces, 2 spaces per unit, plus additional spaces reasonably required for accessory uses or structures. Visitor parking shall be provided for this project at one space per 25 required spaces. Other applicable requirements of Section 810 Zoning Ordinance 80-8, as amended, shall apply.

4. Open Space: 20% of the gross site area. Dedicated open space shall include the perimeter park and recreation center/lake park, as shown on Exhibit "B". All common area shall be landscaped and accessible to residents as open space.

5. Building Standards:

Minimum Floor Area:	Studio or efficiency - 480 sq. ft. One bedroom - 575 sq. ft. Each Additional Bedroom – 150 sq. ft.
Minimum Building Separation:	50 feet between front and rear 25 feet between sides.
Minimum Building Setbacks:	10 ft. from internal vehicular pavement. 15 ft. from property lines, 45 ft. from Sugar Mill Drive
Maximum Building Height:	45 ft.

Maximum Lot Coverage: The total lot area covered with principal and accessory buildings shall not exceed 35 percent.

Maximum Building Length: 220 ft.

6. Minimum Perimeter Buffer: 25 ft. (Sugar Mill Drive frontage), 15 ft. on all other perimeters.

7. Signage Requirements: Per the applicable standards for multifamily residential of Section 822, Ordinance No. 80-8, as amended; however, the proposed sign shall be a monument ground sign not to exceed eight (8) ft. in height.

E. **Environmental Considerations**. The minimum requirements of the Land Development Code Ordinance, as amended, shall be met with regard to tree preservation, buffers, etc. unless specifically addressed herein. Applicant shall properly permit impacts to on-site wetland areas, including previously altered wetland areas, if necessary.

F. **Sewage Disposal and Potable Water**. Provision for sewage disposal and potable water needs of the RPUD will be provided in accordance with the Comprehensive Plan, Ordinance No. 90-10, as amended, the Land Development Code Ordinance No. 88-3, as amended, and State of Florida Administrative Code 64E-6. Potable water and sanitary sewer will be obtained from the City of New Smyrna Beach Utilities Commission.

G. **Stormwater Drainage**. Provision for stormwater retention shall be in accordance with the Land Development Code, Article VIII, Ordinance No. 88-3, as amended. The stormwater retention areas shall be located outside of any required perimeter landscape areas.

H. **Access and Transportation System Improvements**. All access and transportation system improvements shall be provided in accordance with the County of Volusia Land Development Code, as amended. The parcel may be developed with two (2)

Instrument# 2005-255956 # 8
Book: 5653
Page: 2905

access drives off Sugar Mill Drive in substantial accordance with the access driveways depicted on the Preliminary Plan, subject to compliance with the Land Development Code 88-3, as amended:

1. Transportation System Improvements. As warranted by Volusia County land development regulations, use permits and traffic impact analysis. The Applicant shall dedicate to Volusia County 20 feet of land adjacent Sugar Mill Drive for right-of-way purposes. In addition, Applicant shall provide vehicular and pedestrian access to other Activity Center properties with the establishment of a frontage road system stubbed to the south in accordance with the Southeast Activity Center requirements of the Comprehensive Plan.

I. **Other Requirements**.

1. Architectural Style: Structures located within the RPUD shall exhibit harmonious materials, details, and colors and developer shall exhibit similar materials, details, and colors. Building facades shall be designed in a compatible and coordinated style.

2. Trash Receptacles: All four sides of the containers shall be screened at a minimum height of six (6) foot. The front of the enclosure must not be viewable from a public right-of-way.

3. Fences: Screening fences and wall shall be architecturally designed with offsets (projections and recesses) and landscape pockets to avoid a monotonous appearance.

4. Underground Utilities – All utilities serving the RPUD shall be installed and maintained underground. The Applicant shall dedicate to respective utility providers all easements necessary to provide for underground utilities connections.

5. Lighting: Street and parking area lighting shall be of a style

Instrument# 2005-255956 # 9
Book : 5653
Page : 2906

architecturally compatible with the scale and design of the buildings. The maximum height of light poles or lights shall be 20 feet.

J. **Building or Property Owners Association**. The charter and by-laws of said association and any other agreements, covenants, easements or restrictions shall be furnished to the County of Volusia at the time of creation. The applicant shall be responsible for recording said information in the Public Records of Volusia County, Florida. Also, the applicant shall bear and pay all costs for recording all of the aforementioned documents.

With respect to the enforcement of said agreements, covenants, easements or restrictions entered into between the applicant and the owners or occupiers of property within the RPUD, the County of Volusia shall only enforce the provisions of the "Development Agreement" and Volusia County Zoning Ordinance No. 80-8, as amended, whichever is applicable, and not the private agreements entered into between the aforementioned parties.

K. **Expiration of Agreement**: Within five (5) years from the effective date of this Order and Resolution, the applicant shall have submitted a Final Site Plan for the development as described under "Development Agreement", Section A, subsection 4, of this development agreement. In the event that the Final Site Plan is not submitted on or before the date indicated, this agreement shall expire. Any subsequent proposed development of this property will be processed as a major amendment of the Master Development Plan in accordance with paragraph A, 2 of this Agreement.

L. **Binding Effect of Plans; Recording; and Effective Date**. The Master Development Plan, including any and all supplementary orders and resolutions, and the

Instrument# 2005-255956 # 10
Book : 5653
Page : 2907

Conceptual Site Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The RPUD zoning, provisions of the "Development Agreement," and all approved plans shall run with the land and shall be administered in a manner consistent with Article IX of the Volusia County Zoning Ordinance No. 80-8, as amended.

This Order and Resolution and all subsequent Orders and Resolutions shall be filed with the Clerk of the Court and recorded within forty-five (45) days following execution of the document by the Volusia County Council, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department. The date of receipt of this document by the Growth and Resource Management Department shall constitute the effective date of the RPUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

M. **Conceptual Approval**: The parties hereto acknowledge that reductions in density and/or intensity may and do occur; and that minor changes to roadway design, location and size of structures, actual location of parking spaces, specific locations for land uses, and locations and design of stormwater storage, landscape buffers and upland buffers may result to comply with the Volusia County Land Development Code, Ordinance No. 88-3, as amended. Upon determination of the Zoning Enforcement Official, these revisions may be processed as minor amendments as set forth in Section 813.06 of the Volusia County Zoning Ordinance No. 80-8, as amended. The Applicant agrees to revise and record the Revised Preliminary Plan which reflects any such changes with the Clerk of the Court immediately following the expiration of the 30-day period for appealing Development Review Committee (DRC) decisions to the County Council. A copy of the

Instrument# 2005-255956 # 11
Book: 5653
Page: 2908

Revised Preliminary Plan, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the Growth and Resource Management Department.

DONE and ORDERED by the County Council of Volusia County, Florida, this 21st day of April, 2005.

ATTEST:

Ray W. Pennebaker
Deputy County Manager

VOLUSIA COUNTY COUNCIL

Frank T. Bruno, Jr.
County Chair

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8th day of June, 2005, by Ray W. Pennebaker and Frank T. Bruno, Jr., as Deputy County Manager and County Chair, Volusia County Council, respectively, on behalf of the County of Volusia, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA
Type or Print Name:
Dorothy Buckles
Commission No.:
My Commission Expires:

DOROTHY BUCKLES
MY COMMISSION # DD 033855
EXPIRES: September 22, 2005
Bonded Thru Notary Public Underwriters

WITNESSES

APPLICANT

Vincent Anthony Giblin

Anthony Giblin
Owner

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of June, 2005, by Anthony Giblin. He is personally known to me or has produced FL. Driv. Lic as identification.

MARIA ROSA
MY COMMISSION # DD 317226
EXPIRES: May 6, 2008
BONDED THRU CNA SURETY CO.

Maria Rosa

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name:
MARIA E. ROSA

Commission No.: 00317226

My Commission Expires: 5/06/08

SA:ys

Revised June 6, 2005

Instrument# 2005-255956 # 14
Book: 5653
Page: 2911

EXHIBIT A

LEGAL DESCRIPTION:

PARENT TRACT

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 15 A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF THE AFORESAID SECTION 15; THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING.

CONTAINS THEREIN 7.556 ACRES, MORE OR LESS.

Best Available Image

Instrument# 2005-255956 # 15
Book: 5653

Page: 2912
Diane M. Matousek
Volusia County, Clerk of Court

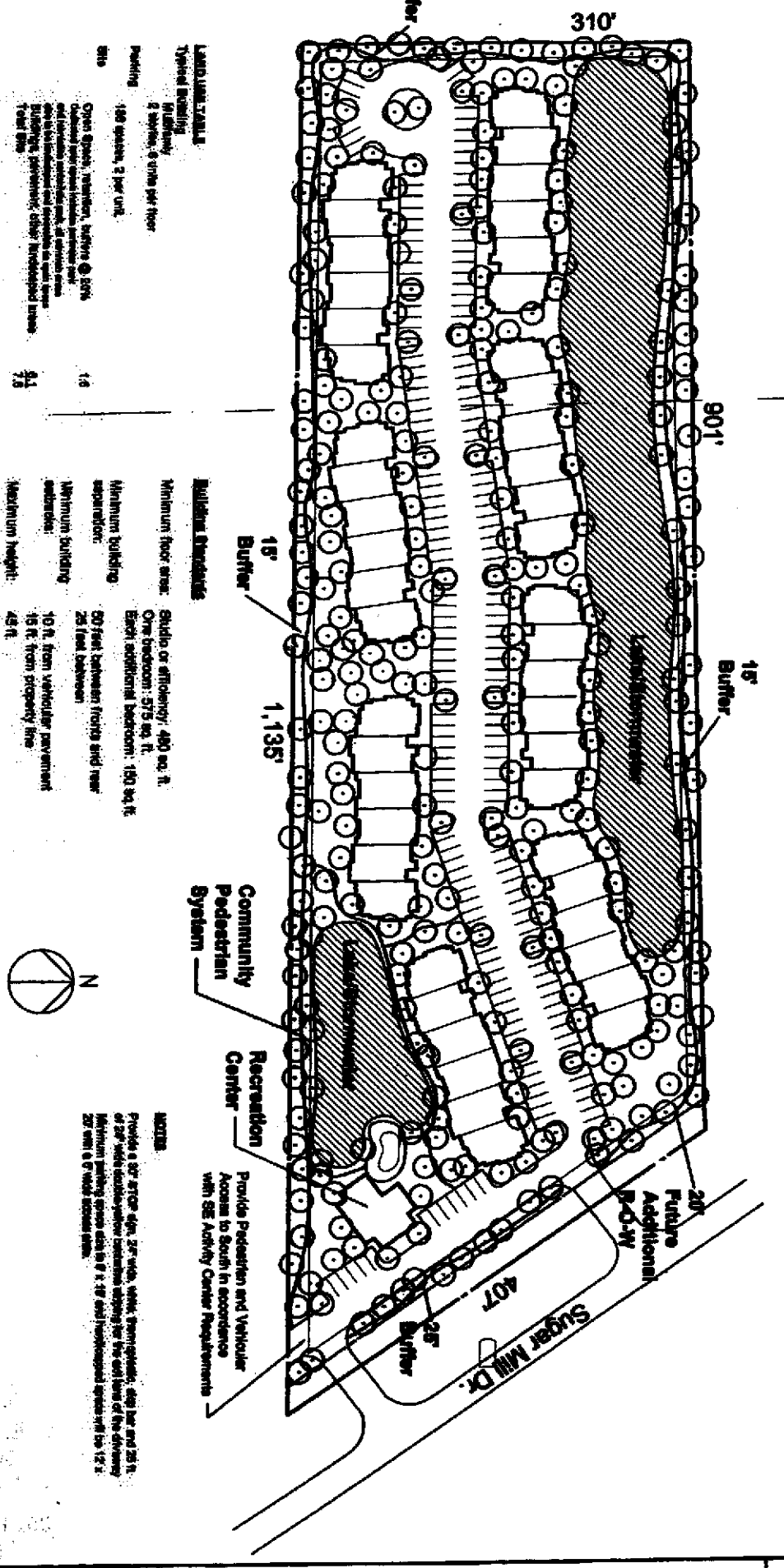
APPROVED

Exhibit "B": Conceptual Site Plan

REVISED
Received 05/25/05

January 15, 2004

PUD-05-026



Building coverage not to exceed 35%

Minimum floor area:	Studio or efficiency: 480 sq. ft. One bedroom: 575 sq. ft. Each additional bedroom: 150 sq. ft.
Minimum building separation:	50 feet between fronts and rear 25 feet between
Minimum building setbacks:	10 ft. from vehicular pavement 15 ft. from property line
Maximum height:	45 ft.
Maximum building length:	220 ft.

NOTES

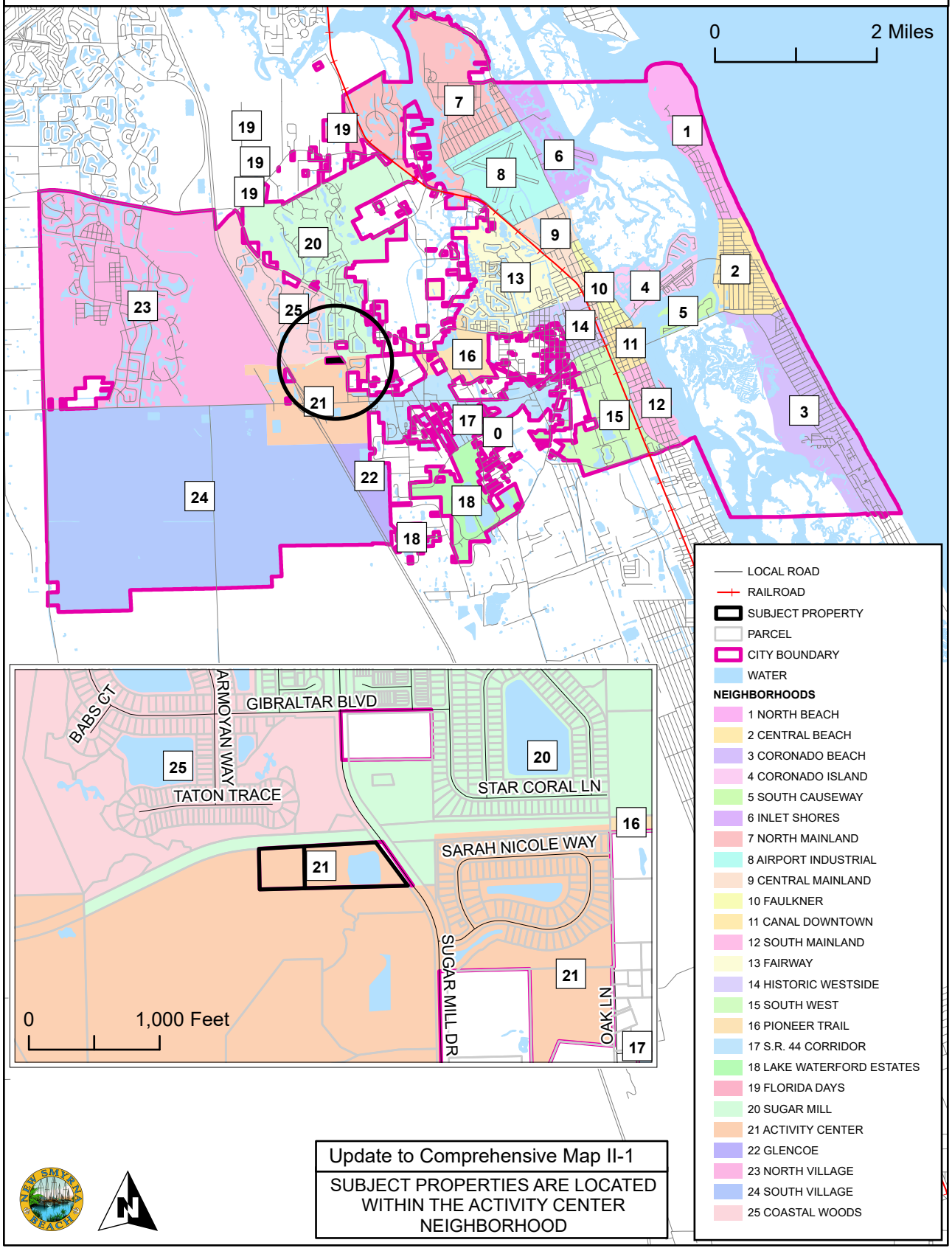
Sheet 3

The Lakes of Sugar Mill Volusia County, Fl.

Revisions May 26, 2005

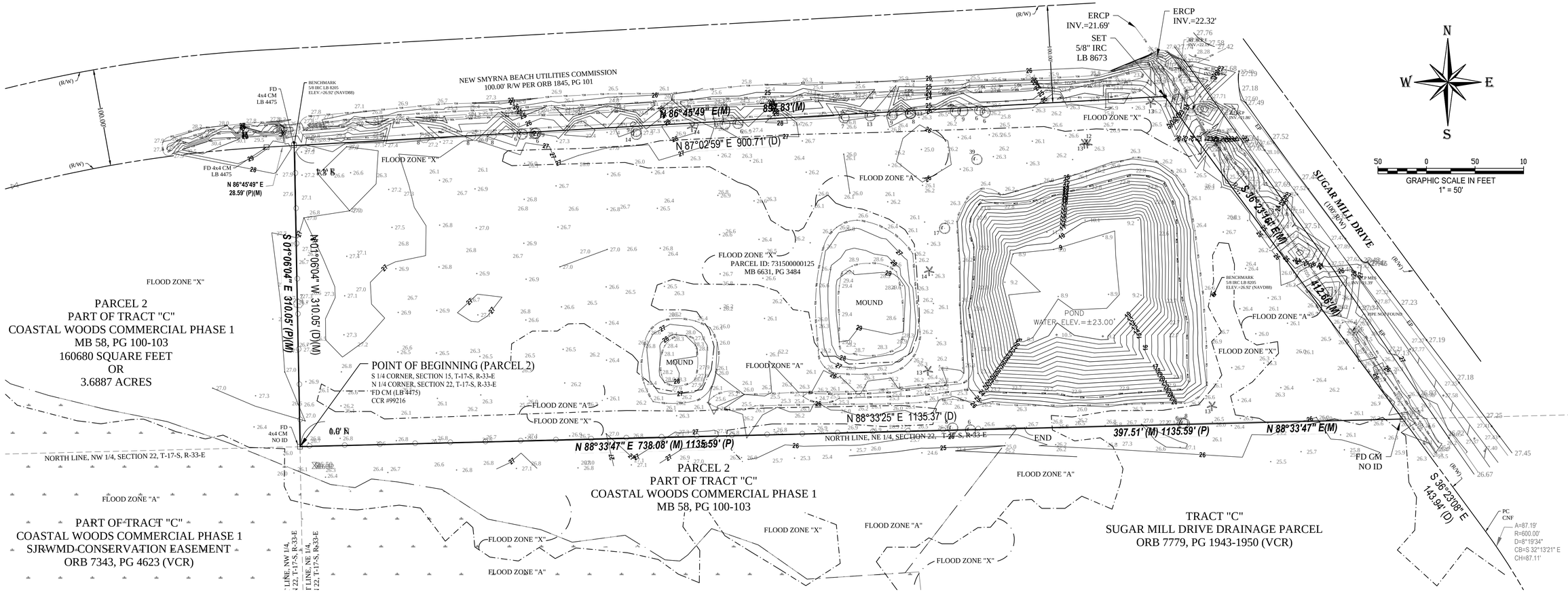
NEIGHBORHOODS

PUD-6-25



Update to Comprehensive Map II-1

SUBJECT PROPERTIES ARE LOCATED WITHIN THE ACTIVITY CENTER NEIGHBORHOOD



PARCEL 2
PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
MB 58, PG 100-103
160680 SQUARE FEET
OR
3.6887 ACRES

PARCEL 2
PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
MB 58, PG 100-103

PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
SJRWMD CONSERVATION EASEMENT
ORB 7343, PG 4623 (VCR)

TRACT "C"
SUGAR MILL DRIVE DRAINAGE PARCEL
ORB 7779, PG 1943-1950 (VCR)

LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive New Smyrna Beach, Florida

TYPE OF SURVEY: Boundary, Tree & Topographic

PROJECT NUMBER: 25-78

Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14

Office Work by: BR Date: 07/16/25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION

386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

Document prepared by:
A. Joseph Posey, Jr.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner (“Owner” or “Developer”), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date July 2025, prepared by Newkirk Engineering, Inc.

Exhibit C: Architectural Elevations, rev. date July 28, 2025, prepared by Davenport Consulting Group.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant

to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 7 acres

(2) Maximum building height: 25 feet

(3) Minimum building separation: 40 feet

(4) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(5) Maximum FAR: 0.50

(6) Maximum density: n/a

(7) Maximum building/canopy coverage: 35%

(8) Maximum open canopy covered parking coverage: 20%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Storage for boats and RVs inside the two buildings as shown on the CDP, and also within the paved parking areas shown, which may or may not include overhead canopies

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to New Smyrna Beach Utilities Rules, Design, and Construction Specifications (latest edition).

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of

quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent. However, lighting poles shall be no greater than 20 feet in height.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the

course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Fred Cleveland, Mayor

_____
Print Name of Witness 1

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

By: _____
Name:
Title:

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ of_____, referred to in this agreement as "Owner." He or she is [_] personally known to me or [_] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Survey and Legal Description of the Property

EXHIBIT B

Site Plan

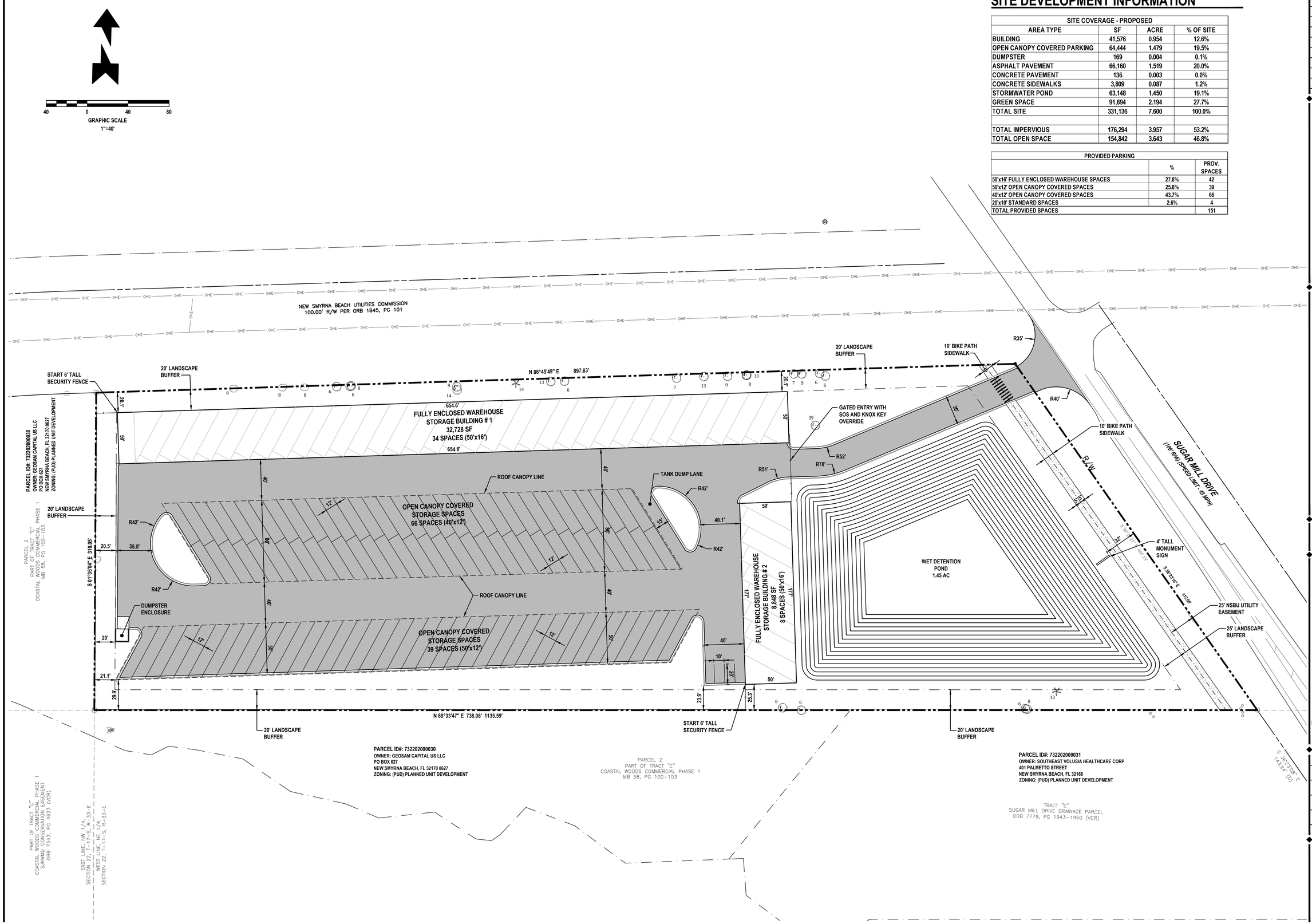
EXHIBIT C

Architectural Elevations

SITE DEVELOPMENT INFORMATION

SITE COVERAGE - PROPOSED			
AREA TYPE	SF	ACRE	% OF SITE
BUILDING	41,576	0.954	12.6%
OPEN CANOPY COVERED PARKING	64,444	1.479	19.5%
DUMPSTER	169	0.004	0.1%
ASPHALT PAVEMENT	66,160	1.519	20.0%
CONCRETE PAVEMENT	136	0.003	0.0%
CONCRETE SIDEWALKS	3,809	0.087	1.2%
STORMWATER POND	63,148	1.450	19.1%
GREEN SPACE	91,694	2.194	27.7%
TOTAL SITE	331,136	7.600	100.0%
TOTAL IMPERVIOUS	176,294	3.957	53.2%
TOTAL OPEN SPACE	154,842	3.643	46.8%

PROVIDED PARKING		
	%	PROV. SPACES
50'x16' FULLY ENCLOSED WAREHOUSE SPACES	27.8%	42
50'x12' OPEN CANOPY COVERED SPACES	25.8%	39
40'x12' OPEN CANOPY COVERED SPACES	43.7%	66
20'x10' STANDARD SPACES	2.6%	4
TOTAL PROVIDED SPACES		151



REVISIONS	
DATE	DESCRIPTION

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7784
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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Civil Engineering
Transportation, CEI &
Landscape Architecture
NEWKIRK ENGINEERING INC.

SITE LAYOUT PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE

NEW SMYRNA BEACH, FL 32168

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THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

Harry Newkirk

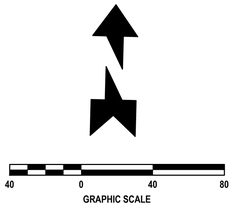
HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

1



LEGEND

14 TREE REMOVAL

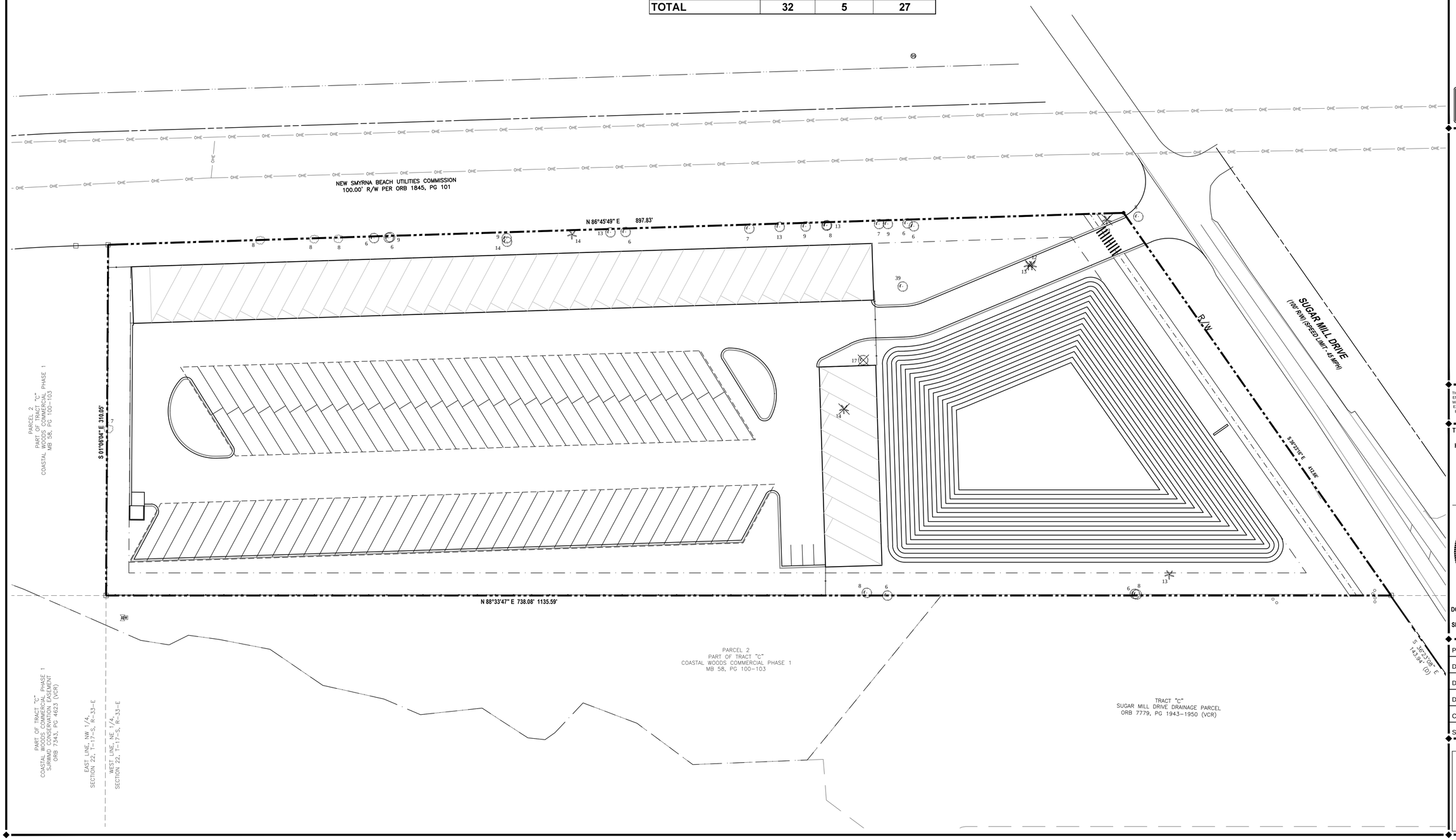
NOTE:

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN.

TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE

	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	**32**	**5**	**27**



REVISIONS	
DATE	DESCRIPTION

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Civil Engineering
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Landscape Architecture

NEWKIRK ENGINEERING INC.

TREE DATA ANALYSIS PLAN

SUGAR MILL BOAT & RV

390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

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Harry Newkirk

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT No:	2025-XX
DATE:	JULY 2025
DESIGN BY:	HHN
DRAWN BY:	NWS
CHECKED BY:	HHN
SCALE:	1" = 60'

DRAWING NUMBER

2



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

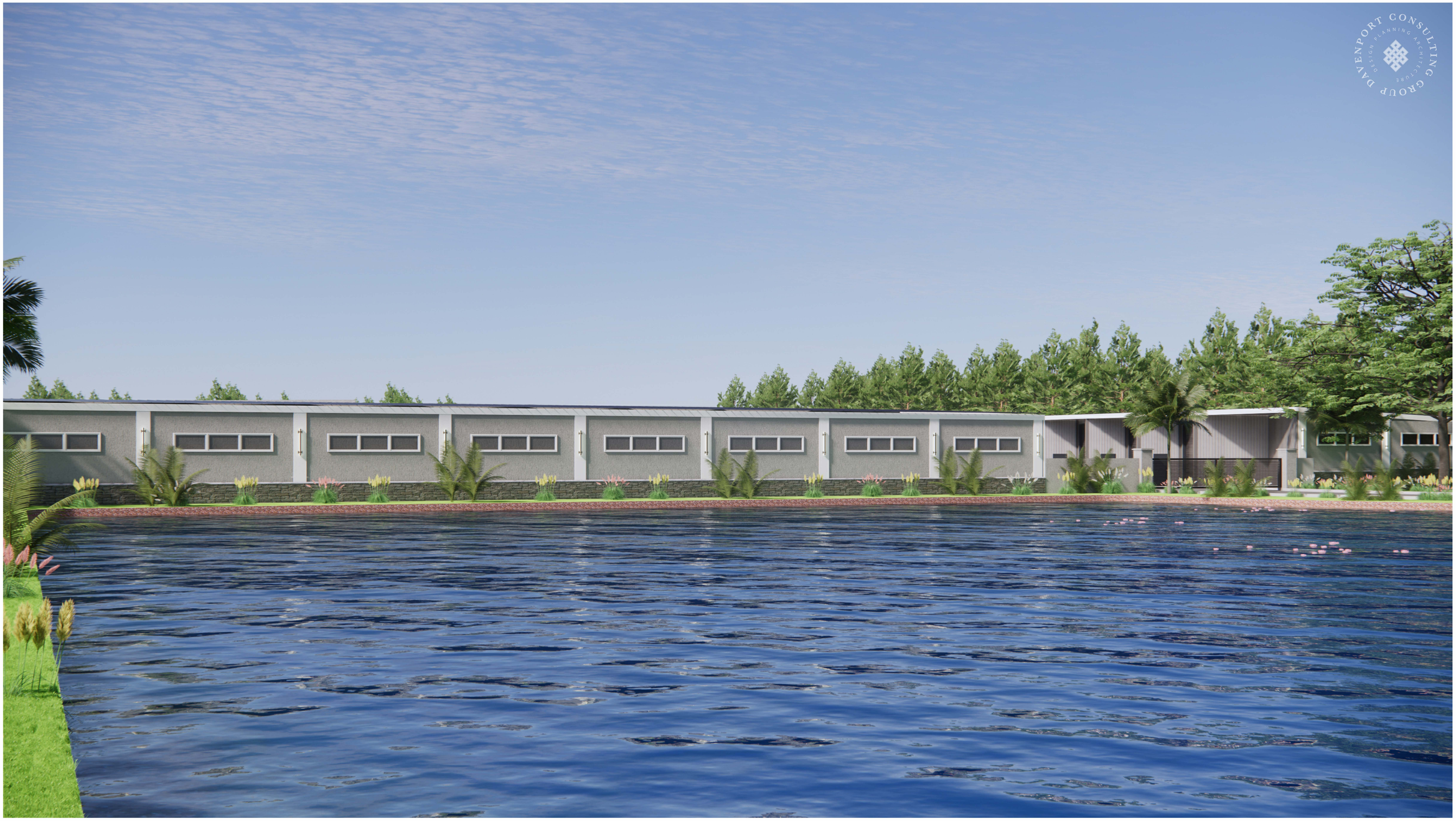
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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

10 JULY 2025



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

10 JULY 2025



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

25 JUNE 2025 | 1/64" = 1'

Davenport Consulting Group
architecture • design • planning

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RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

5.D **PUD-06-25, Review and give a recommendation to the City Commission on a proposed rezoning application to change the current zoning from County PUD to City PUD on approximately 7.6 acres of land located at 390 Sugar Mill Drive, associated with companion and concurrent applications for Annexation and a revised CPA FLU designation.**

Jeff Gove, Chief Planner, outlined the Applicant's request to allow for a Storage Facility for Boats and RV's, in a combination of 147 total spaces within Enclosed Buildings or within an internal paved parking area potentially under Canopy Covers.

Member Hodges asked whether the site includes bathrooms or clean-out stations.

Jeff Gove, Chief Planner, confirmed that the site plan includes a dump station and a tank pump located at the east end of the open canopy storage area.

Member Causey asked about a wash station, but Jeff Gove was unsure and suggested asking the developer directly.

Member Bien questioned whether the commercial future land use designation permits industrial uses like RV and boat storage.

Mr. Gove explained, the use is retail-oriented, not strictly industrial, RV/boat storage doesn't produce off-site impacts, so it fits within commercial zoning and other zoning districts like B-3 also allow this use under commercial land use.

Member Hall raised concerns about traffic flow, especially slow-turning RVs. He asked whether a turn lane or deceleration lane might be required in the future.

Jeff Gove responded that this would be addressed down the road. The road is a County Road, so it's outside city control. He hopes the county won't require U-turns for access.

Vice-Chair Yates asked if the applicant would like to speak.

Joey Posey, 420 S Nova, Attorney representing the applicant, provided a detailed overview of the property's history and zoning context. He explained that the site currently exists in the county and was previously approved in 2005 as an RPUD for 94 townhomes, consistent with the county's medium-density residential future land use designation, which allows 8 units per acre and includes a commercial component. Posey clarified that the county's comp plan permits neighborhood businesses and shopping centers under this designation, which is why a floor area ratio (FAR) of 0.5 is applicable. The original RPUD included 186 parking spaces, 45-foot building height, 20% open space, and two access points, which would have generated significantly more traffic than the current proposal.

He emphasized that the proposed RV and boat storage facility would have minimal traffic impact, as users typically store vehicles long-term and only access them occasionally. The facility is not expected to include a wash station, further reducing its demand on public utilities. Posey concluded that the project is designed to be a low-impact use, especially compared to the previously approved residential development, and aligns with the county's existing land use entitlements.

Harry Newkirk of Newkirk Engineering, explained the stormwater management plan for the proposed development. The site currently has an existing wet pond, which will be expanded and serve as the central feature of the stormwater system. The design will comply with St. Johns River Water Management District rules, which are stricter than New Smyrna Beach's local code. These rules require nutrient filtration, meaning the system must remove nitrogen and phosphorus before water is discharged into the roadside ditches and eventually into the creek. The stormwater system will include dry retention areas and under-parking filtration to pretreat runoff before it reaches the wet pond. The entire system must be engineered to handle up to a 100-year storm event, ensuring that both the rate and volume of discharge are less than current conditions. This approach is intended to reduce flood risk for adjacent properties and improve downstream water management through

increased on-site percolation and storage capacity.

Vice-Chair Yates opened Public Participation.

Robert Fyke, a resident of Coastal Woods, spoke in opposition to a proposed development near his neighborhood. He urged the board to deny the annexation of the property from the county into the city, the rezoning from residential to commercial, and the approval of the Planned Unit Development (PUD). Fyke expressed concerns about the proximity of the development to Coastal Woods and Tatum Trace, highlighting potential flooding issues due to the area's waterlogged conditions and lack of impact studies on water flow. He warned that elevating the development site could cause runoff into neighboring properties, unfairly affecting current residents. Fyke also criticized the plan for including 147 RV and boat storage spaces, predicting increased traffic congestion, especially on Sugar Mill Road, and chaotic conditions on weekends as people from Orlando bring boats to the area.

Nancy Knapp, 2913 Taton Trace, expressed strong concerns about the proposed development near her neighborhood. She challenged the characterization of the area as "relatively isolated," noting the close proximity between cul-de-sacs in Taton Trace and the adjacent development. Having lived there since 2018, she emphasized that while her property has not experienced flooding during major storms like Hurricanes Ian and Nicole, nearby retention ponds are currently full and local canals have not emptied in a long time. She warned that future storms could overwhelm the area's drainage system. Nancy also raised traffic safety concerns, pointing out that Sugar Mill Road is only two lanes and already heavily used by multiple subdivisions. She fears that increased traffic from RVs and boats, especially once the Pioneer Trail exit from I-95 is completed, will worsen congestion. She requested transparency about the engineering firm responsible for the stormwater assessment, expressing a desire to hold them accountable if flooding occurs.

Marvel Richards, 1099 Clubhouse Blvd., voiced opposition to the proposed boat and RV storage development near Sugar Mill Road. She emphasized that the roadside ditches along Sugar Mill and State Road 44 are consistently full of water, raising concerns about worsening flooding if the site is paved. Ms. Richards noted that a new hospital is planned at the intersection of Sugar Mill

and 44, with its emergency entrance on Sugar Mill, and a medical park will be built behind it. She warned that increased traffic from trailers and boats could interfere with access to the hospital and exacerbate congestion in an already busy area. Additionally, she pointed out that the development site is located on what she described as the most dangerous curve on Sugar Mill Road. Ms. Richards urged the board to carefully consider the long-term impacts of the project, especially with significant growth expected in the next few years.

Claudia Vanderhorst, 562 Aeolian Drive, voiced strong opposition to the proposed zoning change and boat storage development near her community. She emphasized that the stormwater ditches along Sugar Mill Road are critical to preventing flooding in her neighborhood, which sits at one of the lowest elevations in the area. During Hurricane Ian, water infiltrated her community, and she fears future development will worsen runoff and flooding. Ms. Vanderhorst expressed concern about changing the comprehensive plan from residential to commercial, arguing that residents invested in their homes under the assumption the area would remain residential. She warned that approving commercial zoning in the middle of a large residential and medical corridor constitutes "spot zoning," which has faced legal challenges in other cases. Additionally, she cited safety concerns related to increased traffic from school buses, emergency vehicles, and future residents, especially with the upcoming I-95 Pioneer Trail interchange. Ms. Vanderhorst urged the board to reject the zoning change and preserve the residential character of the area for the sake of current homeowners.

Robin Marcus, of 2972 Gibraltar Blvd., expressed concerns about the proposed development near Sugar Mill Road. She highlighted the persistent water in roadside ditches due to ongoing construction and warned that additional development would worsen flooding. Ms. Marcus noted that despite signage prohibiting left turns from the Panera area onto Sugar Mill, drivers frequently ignore it, creating traffic hazards. She emphasized that the road's 45 mph speed limit poses safety risks for slow-moving RVs and boats entering or exiting the site. With the upcoming hospital and increased traffic from surrounding neighborhoods, she believes the area cannot support another facility and urged the board to deny the proposal due to flooding, traffic congestion, and public safety concerns.

John Kaplan, 3009 Trubs Trace, expressed concerns about drainage and flooding related to the proposed development near Sugar Mill Road and State

Road 44. He noted that the drainage canal along 44 has no outlet, which contributes to persistent water issues. Mr. Kaplan also highlighted the consistent 45 mph speed limit on Sugar Mill between Pioneer Trail and 44, raising safety concerns for RVs and boats entering or exiting the site. He questioned the visual impact of proposed 45-foot-tall buildings on nearby homes, suggesting that such height would be intrusive unless buffered by a wall. Mr. Kaplan also mentioned confusion about the ownership and original purpose of a pond on the property, which he believes was not intended for future development. He concluded by requesting that the proposal be denied.

Cindy Sniezak, 512 Yupon Avenue, shared concerns about the proposed development and the broader process surrounding it. She pointed out confusion over whether public comments were being taken collectively for three separate items, even though votes would occur individually. Ms. Sniezak questioned the relevance of past entitlements and height allowances, noting that boat storage typically doesn't require tall structures. Her primary concern was traffic, especially around the Panera, Zaxby's, and gas station area, where a right-turn-only design forces drivers to make illegal left turns or use private property to turn around. She emphasized that trailers and RVs complicate traffic flow and suggested that road improvements are necessary, though not necessarily the applicant's responsibility. Ms. Sniezak urged city officials to use this situation as an opportunity to collaborate with the county to address infrastructure needs and improve traffic safety, especially before approving further development.

Justina Azcarate, 3053 Neverland Drive, voiced concerns about the proposed development adjacent to Taton Trace. While she acknowledged the project appears visually appealing, she emphasized that flooding is already a significant issue in Coastal Woods due to unmet promises by developers. Her community is currently working with St. Johns Water Management to address water issues on the far end of the neighborhood. Ms. Azcarate questioned the effectiveness of the proposed drainage plan, expressing skepticism about whether water will flow as intended, especially given the area's history of flooding, including severe impacts from Hurricane Ian. She noted that water in the area is currently stagnant and fears that additional runoff from the development could worsen conditions. Ms. Azcarate stressed that residents purchased their homes as "forever homes" and urged careful consideration of the long-term impacts.

Janet Kaplan, 3009 Taton Trace, expressed concerns about the proposed development near Sugar Mill Road. She emphasized that the road is mostly two lanes and very curvy, with six subdivisions already feeding traffic into the area, creating congestion and safety issues. Ms. Kaplan noted that many residents were unaware of the proposal due to limited notification and suggested that more time is needed for public awareness and research. She also mentioned a possible 30-year lease agreement involving Geosam, which she believes is relevant to the property. Her primary concerns centered on increased traffic, flood risks, and the environmental impact of additional concrete. Ms. Kaplan urged the board to consider tabling the proposal to allow for further investigation and community input.

Steve Gunter, 140 Temple Street, voiced frustration over the city's frequent amendments to its comprehensive plan to accommodate developers, questioning the purpose of having such a plan if it's constantly changed. He opposed the proposed PUD and commercial development, describing it as elevated concrete and asphalt that would worsen flooding downstream. Living a mile and a half from the site, Mr. Gunter emphasized that local drainage systems are already overwhelmed, with ditches and canals full and unable to handle additional runoff. He shared his personal experience of knee-deep water in his home and criticized the reliance on St. Johns Water Management, suggesting they often favor developers over residents. Citing state law HB503-403.814, he argued the project would cause adverse flooding impacts and lacks sufficient conveyance capacity. Mr. Gunter concluded by warning that residents downstream, including those in Coastal Woods, are already using the area for water storage and will suffer further if the development proceeds.

Pat Scott, 120 Eddy Road, expressed concern about the impact of the proposed development on lower-lying, unincorporated areas like hers. She noted that these areas have been increasingly affected by flooding over time and believes the new project will worsen the situation. Ms. Scott referenced a nearby RV development on Doerr Road that led to increased flooding, citing a personal account from a neighbor who experienced water damage after its construction. She emphasized that her neighborhood is downhill from the proposed site, making it especially vulnerable to runoff and urged the board to reject the project to prevent further harm.

Vice-Chair Yates closed Public Participation.

Mr. Gove provided several clarifications regarding the proposed development. He stated that the building height is set at 25 feet, not the previously mentioned 45 feet, and this is specified in the Master Development Agreement (MDA). He emphasized that the current request is for land use approval, not a finalized engineered site plan. The concept allows for up to 147 storage spaces, and if approved, a detailed site plan will be submitted later for review, including considerations for traffic flow, turn lanes, and stormwater impacts. The proposed building would be over 41,000 square feet, and all engineering details would be addressed during the site plan phase. Mr. Gove also noted that the property was previously approved in the county for 93 multifamily units, but that approval expired after five years. At the time, the property had a future land use designation of Activity Center, which permitted a higher intensity of development.

Member Hodges asked whether the previously approved 93 residential units from the county would still apply if the property were annexed into New Smyrna Beach. Mr. Gove clarified that they would not, as the county's current future land use designation is medium density, which allows a maximum of 8 units per acre. He explained that unless a different designation is requested, the city applies its closest applicable zoning. Mr. Gove also noted that even if the land use changes to commercial, the city would still want to see the current density restrictions carried over. In response to Member Causey's question, Mr. Gove confirmed that there are other nearby parcels already designated as commercial, particularly near the intersection of Pioneer Trail and Sugar Mill Road, including a convenience store and two vacant corners with commercial land use—one with straight zoning and the other part of a PUD.

Vice-Chair Yates asked whether annexation into New Smyrna Beach is required for the proposed development to proceed. Mr. Gove clarified that annexation is indeed the first step in the process, but if the city does not approve it, the property could still be developed under county regulations without annexation. The difference would lie in the regulatory framework—city versus county—under which the development would be reviewed and approved.

Member Bien asked whether the county's current land use regulations would permit the proposed use without rezoning. Mr. Gove responded that while he isn't fully familiar with the county's future land use details, the property is designated as medium-density residential, which does allow for a limited

amount of commercial uses. Therefore, it's possible that the use could be permitted under county regulations, but it would depend on the specifics of those allowances.

Member Hall asked whether the proposed development site is surrounded by residential properties. Mr. Gove confirmed that while the area is largely residential, the land to the west and south is part of the Coastal Woods Planned Unit Development (PUD), specifically designated for commercial use. He explained that this commercial portion was originally approved under Geosam's ownership and later transferred to Advent Health, which used the vested entitlements for traffic analysis and development of their hospital PUD. However, the current parcel under discussion was left out of that hospital PUD. Mr. Gove also noted that a stormwater pond designed for the Advent Health site is intended to drain into the area being considered for development, indicating future plans for excavation and retention on the site.

Member Hodges asked about the nearby development, specifically how many units were built and the size of the land. Mr. Gove responded that the development to the south is part of the Coastal Woods PUD and originally had approval for approximately 271 multifamily units in a three-story building. However, the project underwent a significant reduction in density and now includes 188 units. He explained that the property's Activity Center future land use designation allowed for a higher density of 18 units per acre, which is more intense than surrounding areas.

Stephanie Doster, Planning Manager, asked Mr. Gove to clarify what a PUD (Planned Unit Development) is, noting that surrounding properties are zoned as a PUD. Mr. Gove explained that most of the land west of Sugar Mill Drive is part of the Coastal Woods PUD, while some parcels on the west side, such as The Landings, are not. Doster added that across the street there are two agricultural parcels, including a private residence and a cemetery, as well as a residential area on Sarah and Nicole Drive that is also part of a PUD. Mr. Gove further noted that Serena Lakes PUD, located just south of the proposed site on the east side of Sugar Mill, was approved at a density of 12 units per acre.

Vice-Chair Yates asked whether the recommendation for the proposed development was based on reducing traffic and density. Mr. Gove responded that the city has received frequent inquiries for RV and boat storage, to the point where the former planning director referred to it as "storage fatigue"

due to the lack of suitable locations. He noted that while many residents don't want such facilities nearby, RV and boat storage is generally a benign use with minimal impact. Mr. Gove shared an example of a previously approved RV storage site on US 1 that proved infeasible due to high costs and infrastructure challenges, leading the applicant to consider converting it to mini-warehouse storage. He emphasized that legal and illegal storage sites have been cropping up in infill areas, and the city still lacks adequate RV and boat storage options.

Member Hall asked about the projected percentage of boat rentals at the proposed storage facility. Mr. Gove explained that the plan includes a maximum of 147 storage spaces, with varying dimensions suitable for either boats or RVs, but no specific breakdown between the two. Member Hall expressed concern that if a large portion of the spaces were used for boats, especially 16 to 30-foot river-type boats, it could lead to significant weekend traffic, unlike RVs which are used less frequently. Mr. Gove acknowledged that such traffic is possible but noted that not all boat owners use their boats every weekend. He referenced a similar enclosed boat storage facility on West Canal with around 80 spaces, where he rarely observed boat activity, though he admitted he doesn't frequent the area regularly.

Joey Posey addressed several concerns about the proposed development, clarifying that the distance from the back of the lot to the nearest property line is approximately 160 feet, not including additional buffer zones and the rear-facing building, which he believes provides substantial separation from nearby homes in Coastal Woods. He noted that commercial future land use is already present on three of the four corners at the intersection of Pioneer Trail and Sugar Mill, making the proposed use consistent with the area. Mr. Posey explained that urban medium intensity land use in the county allows for neighborhood commercial shopping centers, and the project's floor area ratio (FAR) is capped at 0.5, matching county standards. He also clarified that the previously mentioned 45-foot building height was from an old PUD and is not part of the current proposal. Regarding a rumored cemetery lease, Mr. Posey stated with certainty that the 30-year agreement does not include the subject property, as he personally drafted the documents. He emphasized that RV and boat storage is a low-impact use, with minimal traffic, typically serving local residents whose HOAs restrict on-site storage. Mr. Posey concluded that the facility would not attract out-of-town users and would primarily serve the surrounding community.

Vice-Chair Yates requested clarification on stormwater responsibilities for the proposed development. Mr. Posey noted that approximately three-quarters of the storage spaces are expected to be used for RVs. Harry Newkirk, of Newkirk Engineering, explained that stormwater management for the site will be subject to oversight by three entities: the State of Florida, Volusia County, and the City of New Smyrna Beach, due to the county right-of-way. He emphasized that under Florida Statutes, the site must be designed so that it does not cause flooding or adverse water impacts to surrounding properties. The engineering process will calculate water volume and flow direction, and the final design must ensure no increase in runoff in any direction. All stormwater discharge will be carefully managed to comply with regulations and protect neighboring areas.

Joey Posey, attorney for the applicant, responded to Member Bien's question about why the development wasn't pursued under existing county regulations. He explained that the decision to approach New Smyrna Beach was largely due to the developer's familiarity with the area, having previously worked on projects like The Isles. Mr. Posey acknowledged that while the property could potentially be developed under county regulations, the original RPUD approval for 94 townhomes had expired, meaning a full rezoning process—including public hearings—would still be required, regardless of jurisdiction. He emphasized that the proposed RV and boat storage facility is a low-impact use with minimal traffic and utility demands, and that the developer is committed to creating a project that complements the area. Mr. Posey expressed concern that the process might simply result in rejection without consideration of the benefits, and reiterated that the facility would serve local residents and be a quiet, unobtrusive neighbor.

Member Hall raised concerns about how the proposed development would manage stormwater during heavy, multi-day rain events, especially given the flat terrain and lack of natural drainage features like lakes or rivers. He questioned how engineers could assure nearby residents that water from the site wouldn't end up flooding their neighborhoods. In response, Harry Newkirk explained that the site will be designed to discharge less water than it currently does in its undeveloped state. Using updated stormwater regulations, the system will include on-site percolation and pretreatment, meaning water will be filtered and absorbed on the property before any discharge occurs. The system is engineered to handle up to a 100-year storm event, and only during extreme conditions—such as hurricanes—would water

overflow into surrounding ditches. Even then, the discharge rate and volume will be lower than existing conditions, which Mr. Newkirk believes will improve the surrounding ditch systems and reduce downstream flooding impacts.

Vice-Chair Yates asked the Board if they had any additional questions or comments.

Motion:
Member Bien moved to recommend approval for PUD-06-25: Sugar Mill Boat and RV Storage, as submitted. Member Causey seconded the motion, and the motion failed with members Hall, Bien, Hodges and Hulvershorn voting no.

RESULT:	**DENIED [2-4 VOTES]**
MOVER:	Causey
SECONDER:	Bien
AYES:	Causey, Yates,
NAYES:	Hall, Bien, Hodges, Hulvershorn

6. COMMENTS OR STATEMENTS BY MEMBERS OF THE BOARD

7. REPORTS AND COMMUNICATIONS BY THE STAFF

7.A Development Activity Report – Listed on the City's Website

Stephanie Doster, Planning Manager, reminded attendees about the upcoming special election on November 4th, encouraging everyone to educate themselves on the proposed charter amendments. Informational flyers were distributed and are also available in the lobby. She also thanked those who participated in the APA conference board member training, expressing appreciation for their attendance and engagement.

8. ADJOURNMENT

As there was no other business to discuss, Chair Wheatcraft declared the meeting adjourned at 8:46 P.M.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 82-25 Rezoning 390 Sugar Mill Dr. PUD MDA

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☑ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 82-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH REZONING 7.6± ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF SUGAR MILL DRIVE, NORTH OF STATE ROAD 44, ADDRESSED AS 390 SUGAR MILL DRIVE, FROM VOLUSIA COUNTY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* TO CITY *PLANNED UNIT DEVELOPMENT (PUD) AIRPORT OVERLAY* ZONING DISTRICT; APPROVING THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Posey, Jr., Storch Law Firm, 420 South Nova Road, Daytona Beach, Florida 32114, applicant on behalf of AJ Two, LLC, 3199 Royal Birkdale Way, Port Orange, FL 32128, property owner, has initiated a request for the rezoning of approximately 7.6± acres of property currently zoned PUD for the approval of the Master Development Agreement Sugar Mill Boat & RV Planned Unit Development (MDA); and

WHEREAS, New Smyrna Beach Ordinance 1-91, New Smyrna Beach Land Development Regulations, Article V, Zoning Districts, §504.02, Specific Regulations By District, PUD, Planned Unit Development, Procedure for Rezoning to PUD, (4), Review Procedure, (c), City Commission Review, requires that all planned unit developments shall be approved by ordinance in the same manner as required for a rezoning; and

WHEREAS, the Planning and Zoning Board, at its regular scheduled meeting on October 6, 2025, by a vote of 2-4, recommended denial of the application to the City Commission; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to approve the rezoning and the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement, as more particularly described hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Rezoning.*** That the land located in the City of New Smyrna Beach, Volusia County, Florida, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCOROPRATED HEREIN;

shall be and the same is hereby rezoned to *Planned Unit Development* zoning district.

SECTION 2: ***Approval of Master Development Plan.*** That the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement more particularly described as:

SEE EXHIBIT "B" ATTACHED HERETO AND INCOROPRATED HEREIN;

is hereby approved.

SECTION 3: ***Authorization.*** That the Mayor is hereby authorized to execute, on behalf of the City of New Smyrna Beach, the Sugar Mill Boat & RV Planned Unit Development Master Development Agreement.

SECTION 4: ***Public Hearing.*** It is hereby found that a quasi-judicial public hearing held by the City Commission to consider adoption of this ordinance on December 9, 2025, in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, FL, to consider the application in accordance with *Bd. of Cty. Com'rs of Brevard v. Snyder*, 627 So.2d 469 (Fla. 1993) in a manner to insure that all parties are provided an opportunity to be heard, present evidence and cross-examine witnesses, and to be informed of all the facts upon which the Commission's decision is based, after notice published at least 10 days prior to hearing, is deemed to comply with §166.041(3)(a), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 7: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8: ***Effective Date***. That this ordinance shall become effective upon final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 11/4/2025

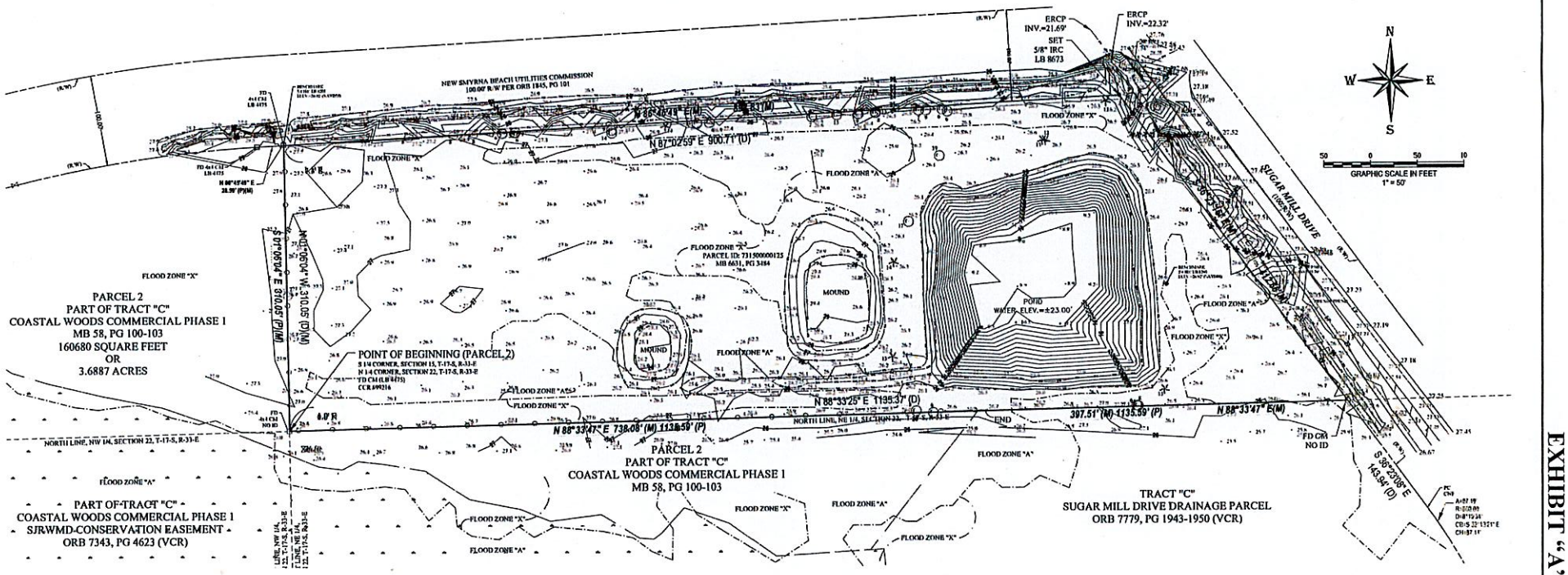


EXHIBIT "A"

LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 467.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CMF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
OHL	OVERHEAD
MB	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

●	BENCHMARK
℄	CENTER LINE
■	CONCRETE MONUMENT
+0.0	EXISTING ELEVATION
←—	GUY ANCHOR
○	IRON PIPE AND CAP (AS NOTED)
○	IRON ROD AND CAP (AS NOTED)
—•—	SIGN (UNLESS NOTED)
WM	WATER METER
WV	WATER VALVE
●	WOOD UTILITY POLE

LINE TYPE LEGEND

—o—o—	HOG WIRE FENCE
—OHL—OHL—	OVERHEAD ELECTRIC
—TOB—TOB—	TOP OF BANK
—TOE—TOE—	TOE OF SLOPE
—POND WATER LINE—	POND WATER LINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
7" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°46'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION HEW PER A1A SURVEYING, INC., NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLAINE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M. (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA, NUMBER 120132, PANEL NUMBER 0317 C 0144 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988, BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S213, ELEVATION = 27.43 FEET.
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4635, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1949, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 3852, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 61B, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE I, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP, THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEED'S OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2), (3)(c) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS EASEMENTS, RIGHT-OF-WAYS(R & E'S) ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAYS) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT, THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(b)(8)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.
12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.
13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF, WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.01' AND ON GROUND SURFACES TO 0.1'.

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive, New Smyrna Beach, Florida
TYPE OF SURVEY: Boundary, Tree & Topographic
PROJECT NUMBER: 25-78
Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14
Office Work by: BR Date: 07-16-25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL COMMERCIAL CONSTRUCTION
904.214.5798
311 Flagler Trail, Ormond Beach, Florida LB 8673

THE PURPORTED BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, ELECTRONIC SIGNATURE AND SEAL

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

EXHIBIT "B"

Document prepared by:
A. Joseph Posey, Jr.
Storch Law Firm
420 South Nova Road
Daytona Beach, FL 32114

Return recorded document to:
City of New Smyrna Beach Records Clerk
210 Sams Avenue
New Smyrna Beach, FL 32168

SUGAR MILL BOAT & RV PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

The CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation located in Volusia County, Florida ("City"), and AJ Two, LLC, a Florida limited liability company, the record title property owner ("Owner" or "Developer"), hereby agree and covenant, and bind their heirs, successors, and assigns, as follows:

1. PROPERTY DESCRIPTION AND OWNERSHIP.

A. The property subject to this Agreement consists of approximately 7.602 acres of real property ("Property") and is described in Exhibit "A", attached hereto and by reference made a part hereof.

B. The Property is under the sole ownership of Owner.

2. EXHIBITS.

The Exhibits listed below are by reference made a part hereof, and copies or reduced size copies are attached hereto. Full-sized copies of the Exhibits shall be retained by the City Clerk and shall be controlling in case of any ambiguity in the Exhibits. In the event of a conflict between the graphic illustrations of any Exhibit and the textual provisions of this Agreement, the textual provisions shall control.

Exhibit A: Property legal description and survey.

Exhibit B: Conceptual Development Plan, rev. date July 2025, prepared by Newkirk Engineering, Inc.

Exhibit C: Architectural Elevations, rev. date July 28, 2025, prepared by Davenport Consulting Group.

3. DEVELOPMENT PLAN.

A. Developer has designated the Property as "**Sugar Mill Boat & RV**".

B. The Property will be developed as a Planned Unit Development (PUD) pursuant

to the City's Land Development Regulations (LDRs). Development shall be controlled by the LDRs and the terms and provisions of this Agreement. In the event of a conflict between this Agreement and the LDRs or other ordinances, this Agreement shall control. If this Agreement fails to address a particular subject or requirement, the applicable requirements of the LDRs or other City ordinance shall control.

C. Development of the Property shall be consistent with Exhibit B (Conceptual Development Plan). Exhibit B generally depicts the planned layout of buildings, parking areas, driveways, common areas, and other planned features or improvements to the Property.

D. SITE DEVELOPMENT CRITERIA. The following development criteria shall apply to the Property:

(1) Minimum lot size: 7 acres

(2) Maximum building height: 25 feet

(3) Minimum building separation: 40 feet

(4) Setbacks: side 20 ft.; front 150 ft.; rear 20 ft.

(5) Maximum FAR: 0.50

(6) Maximum density: n/a

(7) Maximum building/canopy coverage: 35%

(8) Maximum open canopy covered parking coverage: 20%

(9) Minimum open space: 35%

Common open space: n/a

(10) Maximum impervious surface area; 65%

(11) Landscape buffers: side 20 ft.; front 25 ft.; rear 20 ft.

4. CONFORMANCE WITH COMPREHENSIVE PLAN; CONCURRENCY; PERMITS.

A. The City has determined that the Property is suitable in size, location, and character for the uses proposed, and that the uses proposed are consistent with the City's comprehensive plan.

B. Developer shall be responsible for obtaining all development permits required by the LDRs and applicable federal and state laws. Developer specifically acknowledges that approval of this Agreement does not constitute a Concurrency Certificate as required by the LDRs, and that Developer will be required to separately obtain a Concurrency Certificate or, where applicable, to enter into proportionate fair share agreement. Approval of this agreement and exhibits is not a permit to begin clearing, to begin site work, or to begin construction without necessary permits.

C. The City agrees to issue the required permits for development of the Property in the manner set forth in this Agreement and the LDRs.

5. PERMITTED USES.

The following uses are permitted within the Property, subject to compliance with the standards set forth in the LDRs for such uses, except to the extent specifically provided otherwise herein:

Storage for boats and RVs inside the two buildings as shown on the CDP, and also within the paved parking areas shown, which may or may not include overhead canopies

6. INFRASTRUCTURE.

A. Stormwater retention and drainage facilities. An on-site stormwater retention facility will be constructed in conjunction with the development. The stormwater retention facility will be maintained at a level consistent with the standards of the St. Johns River Water Management District. Collection and transmission facilities shall be located pursuant to the approved site plan, or site plans approved for individual lots or structures.

B. Utilities and utility easements. All utilities will be installed underground and constructed to New Smyrna Beach Utilities Rules, Design, and Construction Specifications (latest edition).

C. Access easements and right-of-way. Access easements and right-of-way will be as depicted on the Conceptual Development Plan.

7. PROPERTY OWNERS' ASSOCIATION AND COMMON AREA MAINTENANCE.

There will be no common areas in the development.

8. ARCHITECTURAL AND DESIGN STANDARDS.

A. All buildings and accessory structures constructed within the Property shall be developed in compliance with the requirements of this section, and with the applicable provisions of the LDRs relating to architectural standards where they do not conflict with the provisions of this section.

B. All of the following requirements shall be met within the Property:

(1) All buildings and accessory structures shall be consistent with a common architectural theme. The theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures, including but not limited to: exterior wall finishes or materials; roof styles, slopes, and materials; colors; and architectural details and ornamentation.

(2) All structures shall complement one another and shall convey a sense of

quality and permanence. Lower grade materials, such as unfinished concrete and pre-fabricated metal, shall be prohibited.

(3) Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

(4) False or real windows shall be provided on all elevations visible from public right of way in sufficient size and number to complement the proportions of the building.

(5) All buildings and accessory structures shall generally be consistent with the Exhibit C (Architectural Elevations).

(6) Through the LDR site plan review process, the City reserves the right to review the proposed construction of all buildings and structures, to recommend the substitution or inclusion of colors, materials, architectural details, and ornamentation, and to require or prohibit the use of the same to ensure compliance with the requirements of this section.

(7) Except as otherwise provided for in this Agreement, no outside display or storage shall be permitted.

(8) No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

(9) The physical appearance of all parking lot lighting fixtures shall be consistent. However, lighting poles shall be no greater than 20 feet in height.

9. ENVIRONMENTAL CONSIDERATIONS.

Development of the Property shall comply with the LDR tree preservation requirements. Developer shall comply with all rules, statutes, and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Game and Freshwater Fish Commission concerning gopher tortoises.

If burning is used to clear land, an air curtain incinerator shall be required to minimize smoke.

10. SIGNAGE.

The PUD shall have a uniform sign program, as follows: one (1) monument sign up to a height of 10-feet, a maximum 3-foot base and a maximum 49-square foot copy area; wall signage shall be permitted as outlined in Section 604.12 of the City LDR.

11. EFFECTIVE DATE; COMPLETION SCHEDULE.

A. This Agreement shall be effective upon execution by all parties. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the

course of its actions as zoning authority.

B. Application shall be submitted for initial construction permits for the development within 24 months of the approval of this Agreement by the City Commission. The filing of an appeal of the land development order by any person shall toll the time for permitting until final resolution of the appeal.

C. Construction shall be substantially complete within 5 years of the approval of this Agreement.

D. One 12-month extension of the scheduled application or completion dates may be permitted as a minor modification to this Agreement.

E. Failure to comply with the schedule set out above shall cause the development rights granted pursuant to this Agreement to lapse.

12. MINOR MODIFICATIONS.

A. The following may be administratively authorized as minor modifications to this Agreement:

(1) Amendments to an Exhibit that are necessary for compliance with the provisions of this Agreement, the LDRs, or extra-jurisdictional permitting requirements, and address technical considerations that could not reasonably be anticipated during the Planned Unit Development approval process;

(2) Have no material effect on the character of the approved PUD district, the basic concept and terms of the PUD Master Development Agreement. These may include, but are not limited to, the following:

a) Structural alterations that do not significantly affect the basic size, form, style, and appearance of principal structures;

b) Minor changes in the location and configuration of streets and driveways that do not adversely affect vehicular access and circulation on or off the site;

c) Minor changes in the location or configuration of buildings, parking areas, landscaping, or other site features;

d) Minor changes in the location and configuration of public infrastructure facilities that do not have a significant impact on the City's utility and stormwater management systems;

e) Increases of five percent or less in the total number of parking spaces.

(3) Modifications of up to 20% to any of the lot dimensional requirements and associated Exhibit revisions, where such modifications are necessary to address minor Exhibit errors or unanticipated conditions that reasonably need to be addressed to ensure the development plan can be implemented, EXCEPT:

a) Modifications, such as to floor area ratios, that increase intensity or density of the entire project or any phase by more than 2%;

b) Modifications that increase building height or decrease setbacks, yards, or landscaping along the perimeter of the Property by more than 10%;

c) Modifications that, when combined with previously approved minor and substantial modifications, would result in a cumulative change of more than 20% of the original requirement for the area in question; and

d) Modifications that would unduly impact public utilities.

B. Requests for minor modifications shall be submitted in writing on forms provided by the City. Requests shall be reviewed pursuant to the general technical review process described in the LDRs.

C. Denial of a requested minor modification shall be issued in writing to the applicant. Upon denial, or if more than 60 days elapses after the submittal of a completed application without a decision by the City, the applicant may apply for an amendment to the Agreement.

D. Approved modifications shall be noted on the official plan documents.

13. AMENDMENTS.

A. Any revision to this Agreement other than a minor modification as described above shall require an amendment approved by the City Commission after review and recommendation by the Planning and Zoning Board. Requests for an amendment must be submitted in writing and, except as otherwise provided herein, shall be processed in accordance with the LDRs. Notice of public hearings shall be provided as if the application is one to rezone property.

14. VARIANCES.

This Agreement shall not be deemed to prohibit any owner of property within the planned development from seeking or obtaining one or more variances from the requirements of this Agreement pursuant to the LDRs. In addition to those entitled to notice pursuant to the LDRs, notice of any public hearing to consider a proposed variance shall be provided to all persons owning property within the planned development. No such variance shall be deemed to require formal amendment to this Agreement.

15. POLICE POWER AND SOVEREIGN IMMUNITY NOT WAIVED.

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules, and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of or attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

16. COMPLETE AGREEMENT; AGREEMENT TO BE RECORDED.

A. This Agreement represents the complete understanding by and between the parties with respect to the development and use of the Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and superseded by this Agreement.

B. This Agreement shall be recorded in the Public Records of Volusia County, Florida, at Developer's expense. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property.

17. VENUE AND SEVERABILITY.

A. In the event of any claim, action, litigation, or proceeding under this Agreement, venue shall be in Volusia County, Florida.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

[Signature pages following]

Signed, sealed and delivered in the presence of:

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Fred Cleveland, Mayor

Attest:

_____
Witness 2

By: _____
Sharon Taylor-Harding, City Clerk

_____
Print Name of Witness 2

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this _____ day of _____, 2022, by Fred Cleveland and Sharon Taylor-Harding, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

[OWNER]

_____
Witness 1

By: _____
Name:
Title:

_____
Print Name of Witness 1

Date: _____

_____
Witness 2

[Corporate Seal]

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ as _____ of _____, referred to in this agreement as "Owner." He or she is [ ] personally known to me or [ ] produced as identification and did not take an oath.

_____
Notary Public
Commission No. _____

Approved as to legal form:

By: _____
Carrie Avallone, City Attorney

[Exhibit pages attached:]

EXHIBIT A

Survey and Legal Description of the Property

EXHIBIT B

Site Plan

EXHIBIT C

Architectural Elevations

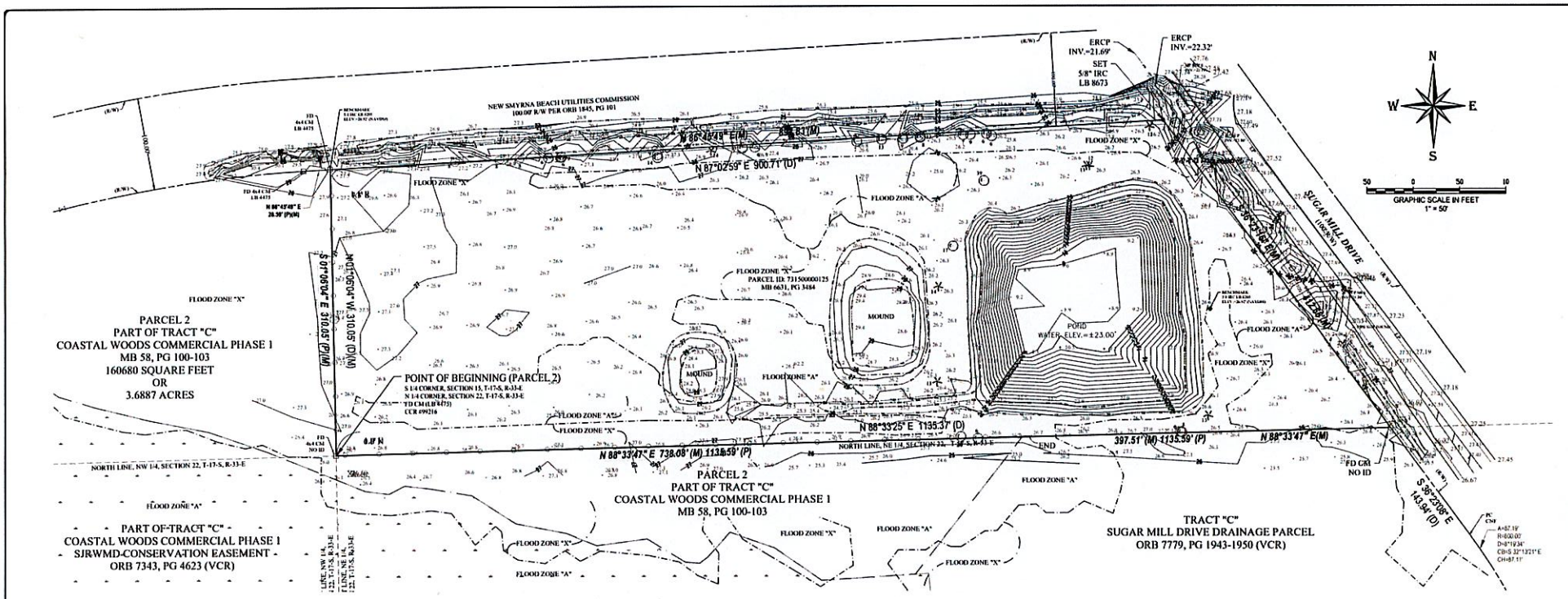


EXHIBIT "A"

LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°27'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.10 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
(F)	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M.	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- +0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HEAVY WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
17" DENOTES 17" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE I, BEING N 64°40'49" E. (FOR ANGLE MEASUREMENT ONLY).
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC., NO TITLE WORK PROVIDED TO THIS SURVEYOR.
3. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER, ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.
4. RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ), WHEN DIFFERS FROM MEASURED.
5. FLOOD PLAINE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA. NUMBER 125132, PANEL NUMBER 12127 C 0548 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.
6. DATA SOURCES:

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1948, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7834, PAGE 1853, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 61B, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.
9. UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.
10. LIMITATIONS:

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(k) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD, REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(b)(m)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN ORDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.
12. IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.
13. UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.

REVISIONS:

SITE ADDRESS:	390 Sugar Mill Drive New Smyrna Beach, Florida
TYPE OF SURVEY:	Boundary, Tree & Topographic
PROJECT NUMBER:	25-78
Field Work by: RS	Date: 07/15/25
Field Book: 45	Page: 14
Office Work by: DM	Date: 07/16/25
Scale: 1" = 50'	

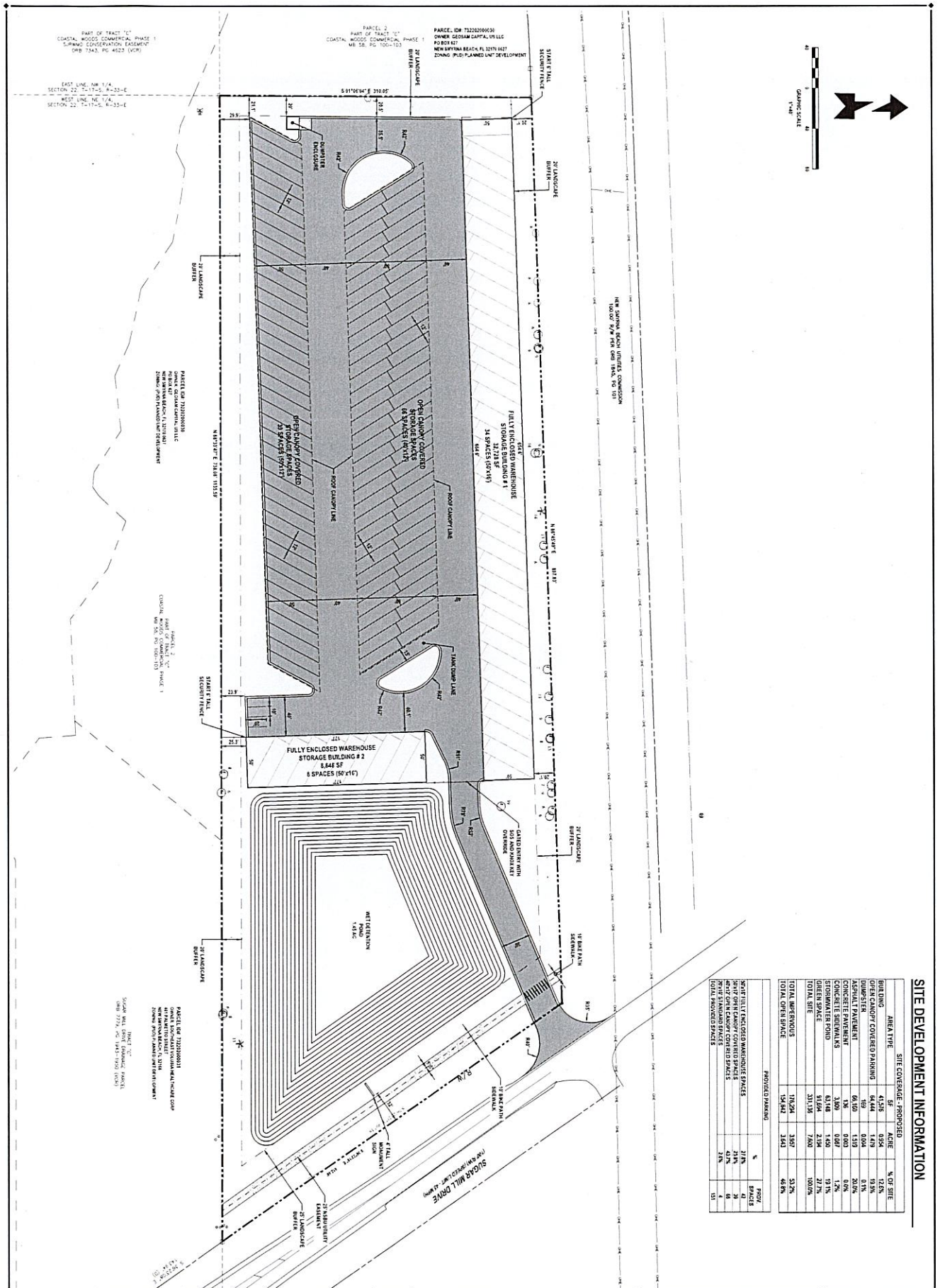
A1A SURVEYING
RESIDENTIAL/COMMERCIAL CONSTRUCTION
904.216.5750
1111 Pearland Trail, Ormond Beach, Florida LB 8673

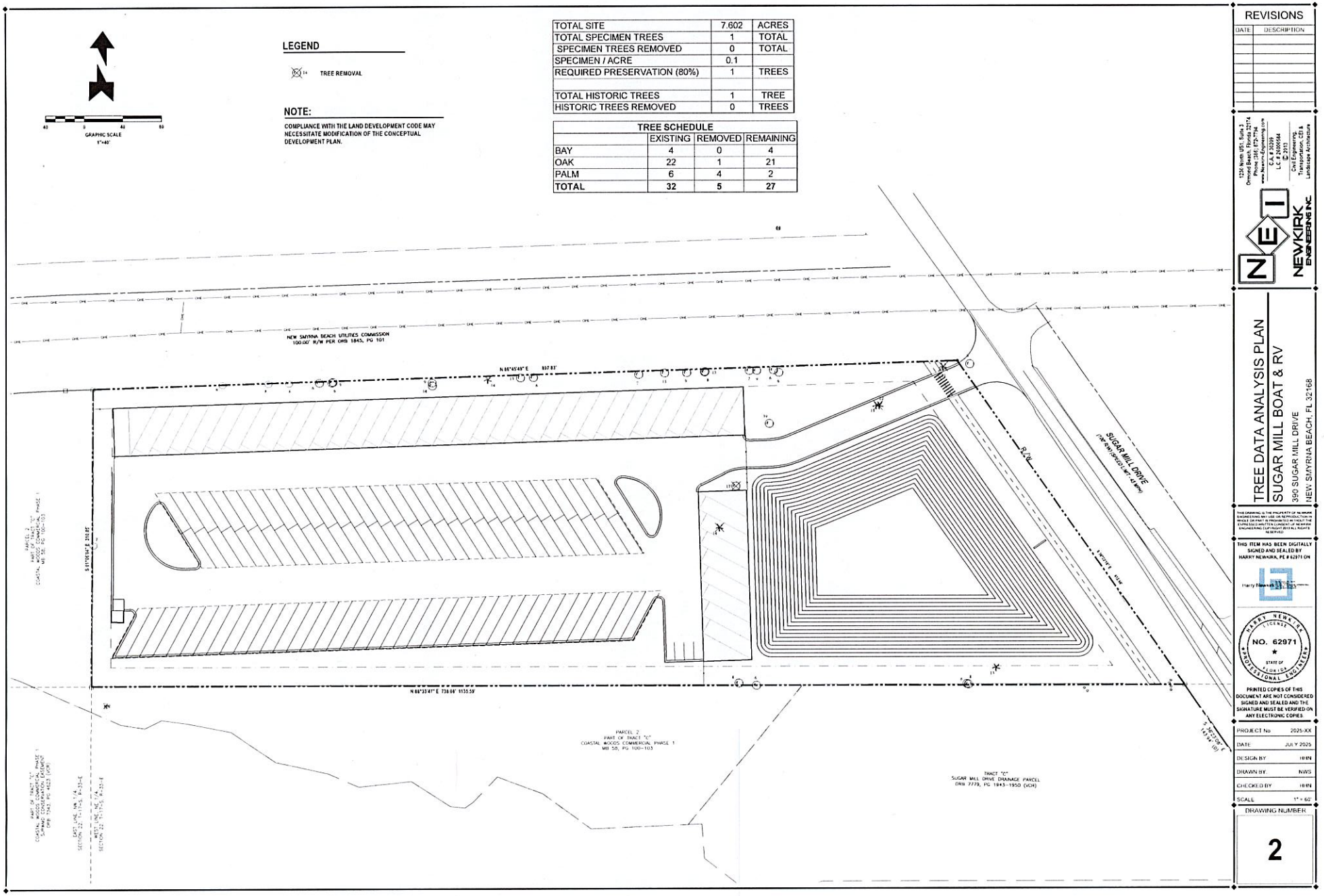
THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTION 051, FLORIDA STATUTES.

07/16/2025
PSM #6370
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LS 6370
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

EXHIBIT "B"


SITE DEVELOPMENT INFORMATION
SITE COVERAGE - PROPOSED
AREA TYPE | SF | ACRE | % OF SITE
BUILDING | 41,515 | 0.954 | 12.5%
OPEN SIDED CANOPY COVERED PARKING | 56,444 | 1.296 | 17.0%
DUMPSTER | 169 | 0.004 | 0.1%
ASPHALT PAVEMENT | 66,160 | 1.519 | 20.0%
CONCRETE PAVEMENT | 136 | 0.003 | 0.0%
CONCRETE SIDEWALKS | 3,909 | 0.087 | 1.2%
STORMWATER POND | 63,148 | 1.450 | 19.1%
GREEN SPACE | 91,694 | 2.104 | 27.7%
TOTAL SITE | 331,156 | 7.600 | 100.0%
TOTAL IMPERVIOUS | 176,254 | 3.957 | 53.2%
TOTAL OPEN SPACE | 154,842 | 3.643 | 46.8%
PROVIDED PARKING
 | % | PROV SPACES
SCHEDULE 1 ENCLOSED WAREHOUSE SPACES | 21.7% | 33
40'x12' OPEN CANOPY COVERED SPACES | 25.0% | 38
40'x12' OPEN CANOPY COVERED SPACES | 43.7% | 66
20'x10' STANDARD SPACES | 9.7% | 14
TOTAL PROVIDED SPACES | | 151
PART OF TRACT "OT" COASTAL WOODS COMMERCIAL PHASE 1 SJRWMD CONSERVATION EASEMENT ORB 7343, PG 4623 (VOR)
PARCEL 2 PART OF TRACT "OT" COASTAL WOODS COMMERCIAL PHASE 1 MB 58, PG 100-103
PARCEL ID#: 7322020003G OWNER: GEOSAM CAPITAL, US LLC PO BOX 621 NEW SMYRNA BEACH, FL 32170-1627 ZONING: (PUD) PLANNED UNIT DEVELOPMENT
EAST LINE, NW 1/4, SECTION 22, T-17-S, R-33-E
WEST LINE, NE 1/4, SECTION 22, T-17-S, R-33-E
S 91°06'44" E 310.05'
NEW SMYRNA BEACH UTILITIES COMMISSION 100.00' R/W PER ORB 1845, PG 101
N 89°13'47" E 2648.1151.59'
25' LANDSCAPE BUFFER
STABILE TALL SECURITY FENCE
DUMPSTER ENCLOSURE
OPEN CANOPY COVERED STORAGE SPACES 66 SPACES (40'x12')
OPEN CANOPY COVERED STORAGE SPACES 33 SPACES (55'x12')
ROOF CANOPY LINE
FULLY ENCLOSED WAREHOUSE STORAGE BUILDING #1 33 SPACES (55'x16')
TANK DUMP LANE
FULLY ENCLOSED WAREHOUSE STORAGE BUILDING # 2 8,648 SF 8 SPACES (50'x16')
GATED ENTRY WITH 503 AND KNOX KEY OVERRIDE
10' BIKE PATH SIDEWALK
WET RETENTION POND 1.45 AC
15' BRC PATH SIDEWALK
SUGAR MILL DRIVE (NEW SEMINOLE COUNTY ROAD)
6' FALL MONUMENT SIGN
25' EASEMENT FOR INGRESS/EGRESS & UTILITIES
PARCEL ID#: 7322020003H OWNER: BOOTHEAST SOLUSIA REALTY INCOME CORP 4111 PARK LAKE AVE RALEIGH, NC 27612 ZONING: (PUD) PLANNED UNIT DEVELOPMENT
TRACT "OT" SUGAR MILL DRIVE ENTRANCE PARCEL ORB 7774, PG 1413-1420 (VOR)
GRAPHIC SCALE 1"=40'
SITE LAYOUT PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168
NEWKIRK ENGINEERING INC
1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone: (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000544
© 2013
Civil Engineering, Transportation, CEI & Landscape Architecture
REVISIONS
DATE | DESCRIPTION
NO. 62971
STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON
PROJECT No: 2025-XX
DATE: JULY 2025
DESIGN BY: HRN
DRAWN BY: NVS
CHECKED BY: HRN
SCALE: 1" = 40'
DRAWING NUMBER: 1



TOTAL SITE	7.602	ACRES
TOTAL SPECIMEN TREES	1	TOTAL
SPECIMEN TREES REMOVED	0	TOTAL
SPECIMEN / ACRE	0.1	
REQUIRED PRESERVATION (80%)	1	TREES
TOTAL HISTORIC TREES	1	TREE
HISTORIC TREES REMOVED	0	TREES

TREE SCHEDULE			
	EXISTING	REMOVED	REMAINING
BAY	4	0	4
OAK	22	1	21
PALM	6	4	2
TOTAL	32	5	27

REVISIONS

DATE	DESCRIPTION

1230 North US1, Suite 2
Ormond Beach, Florida 32174
Phone: (386) 672-7794
www.NewKirkEngineering.com
C.A. # 30599
L.C.# 26006544
NEWKIRK ENGINEERING INC
Civil Engineering
Transportation, CEI &
Landscape Architecture

TREE DATA ANALYSIS PLAN
SUGAR MILL BOAT & RV
390 SUGAR MILL DRIVE
NEW SMYRNA BEACH, FL 32168

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING AND USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2025 ALL RIGHTS RESERVED

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY HARRY NEWKIRK, PE # 62971 ON

HARRY NEWKIRK LICENSE NO. 62971 STATE OF FLORIDA PROFESSIONAL ENGINEER

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT No	2025-XX
DATE	JULY 2025
DESIGN BY	HHN
DRAWN BY	NWS
CHECKED BY	HHN
SCALE	1" = 60'

DRAWING NUMBER

2

EXHIBIT "C"



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

28 JULY 2025

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Davenport Consulting Group
architecture • design • planning



SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS
28 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

10 JULY 2025

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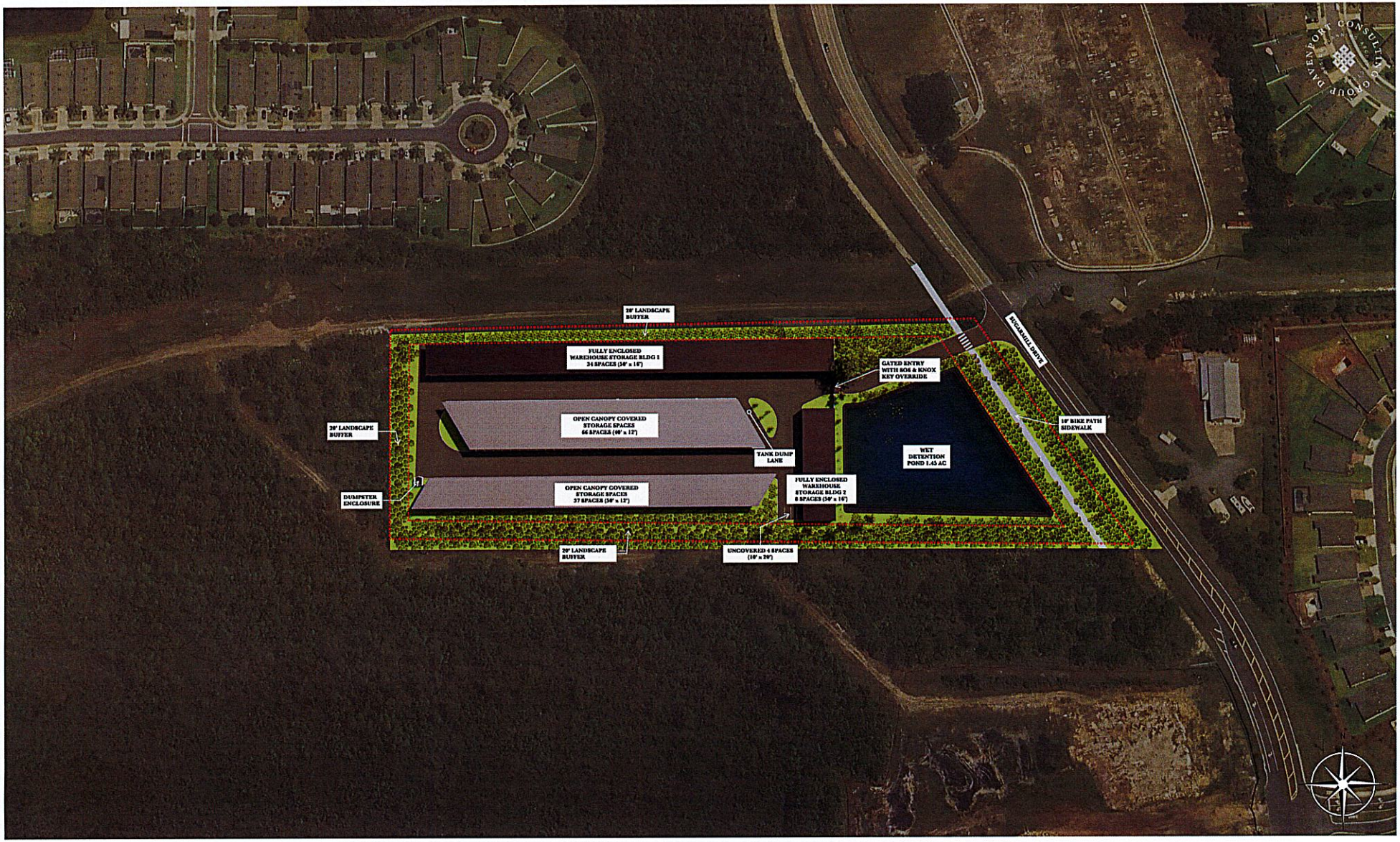


SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

10 JULY 2025

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SUGARMILL BOAT & RV | CONCEPTUAL RENDERINGS

25 JUNE 2025 | 1/64" = 1'

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THE CITY OF NEW SMYRNA BEACH - CITY ATTORNEY'S OFFICE

ORDINANCE NO. 83-25: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND THE NEW SMYRNA BEACH CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE II, CITY COMMISSION, SEC. 2-51, TIME AND PLACE.

December 9, 2025

Background:

Currently, Section 2-51 City Code of Ordinances (COO) sets for the time and place for regular City Commission meetings. In that section, the time for commencement of the meetings is set at 6:30 p.m.

At the September 23, 2025, regular City Commission meeting, the City Commission indicated a desire to move the meetings from a 6:30pm start to a 5:30pm start. Proposed Ordinance No. 83-25 is attached for formal consideration by the City Commission to move the commencement time of the regular meetings to 5:30 p.m.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Business Impact Estimate - Ord 83-25 COO Sec 2-51 Time and Place.pdf
ORD 83-25 COO Amendment - City Commission Meetings Time and Place.pdf

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 83-25 Sec 2-51 Time and Place COO

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

This ordinance revises the start time of the City Commission meetings.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):

Changing the start time should not have any financial impact to the City or its residents or businesses.

ORDINANCE NO. 83-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE CODE OF ORDINANCES; AMENDING CHAPTER 2, ADMINISTRATION, SECTION 2-51, TIME AND PLACE, TO REVISE THE TIME FOR COMMENCING REGULAR CITY COMMISSION MEETINGS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the New Smyrna Beach Code of Ordinances provides that the City Commission shall begin meetings at 6:30 p.m., not less than twice each month during the months of January through May and during the months of July through November, and that there shall be only one regularly scheduled meeting in the month of December; and

WHEREAS, the City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, has requested administrative text amendments to the Code of Ordinances, Chapter 2, Administration, Section 2-51, Time and place, to revise the time for commencement of regular city commission meetings; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Code of Ordinances as more particularly set forth hereinafter.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 2, Administration, Section 2-51, Time and place, is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 2-51. Time and place.

a) At ~~6:30~~ 5:30 p.m. on the second Tuesday in November of each year the city commission shall meet for its annual organization meeting at the usual place for holding the meetings of the legislative body of the city, at which time any newly elected city commissioners shall assume the duties of their offices. Thereafter the city commission shall meet at such times as may be prescribed by ordinance or resolution.

(b) The city commission shall meet regularly not less than twice each month during the months of January through May and during the months of July through November. The city commission shall be in recess and have no regularly scheduled city commission meetings

during the month of June. The city commission shall have only one regularly scheduled meeting in the month of December and shall be in recess and have no regularly scheduled meeting between December 15 and December 31. Special meetings may be called in accordance with the Code of Ordinances during the month of June and between December 15 and December 31. All regularly scheduled meetings of the city commission shall begin at ~~6:30~~ 5:30 p.m.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the city clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinance. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the code of Ordnance of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumber, re-lettered, and the word "ordinance" may be changed to "sections, "article," or such other word or phrase in order to accomplish such intention.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on December 9, 2025. in the City Commission Chambers at City Hall, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

/s/CARRIE AVALLONE
City Attorney

DATE: November 11, 2025

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

RESOLUTION NO. 35-25: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH, IF ADOPTED, WOULD AMEND RESOLUTION NO. 04-25 RULES AND PROCEDURES REVISING SECTION 7 ADJOURNMENT.

December 9, 2025

Background:

Currently, the City Commission Rules of Procedure dictate that regular City Commissions shall adjourn at 10:30pm, unless extended by the Commission, but shall not be extended beyond 11:00 pm. A companion item to this proposed Resolution amending the adjournment time is an ordinance change that would set the regularly scheduled meetings for 5:30pm, instead of the current 6:30pm. Should the City Commission approve the change in the start time for regularly scheduled meetings, staff would recommend approval of a change to the Rules of Procedure to adjourn meetings an hour earlier. Thus, if approved, the Rules of Procedure would state that meetings are to adjourn at 9:30pm, with an allowable extension to 10:00pm.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Resolution No. 04-25 Rules of Procedure.pdf
City Commission Meeting Date and Deadlines 2026 - Agenda.pdf
Res 35-25 Rules of Procedure.pdf

RESOLUTION NO. 04-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING RESOLUTION NO. 09-23, ESTABLISHING RULES AND THE ORDER OF BUSINESS OF THE CITY COMMISSION MEETINGS OF THE CITY OF NEW SMYRNA BEACH TO REVISE AGENDA ORDER AND CLARIFY DECORUM PROVISIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That New Smyrna Beach Resolution No. 09-23 (April 11, 2023), is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~, and additions to text are indicated by underline.)**

SECTION 2: That all meetings of the City Commission of the City of New Smyrna Beach shall be conducted according to such rules and regulations as are agreed upon by a majority of the Commission at said meetings. The City Commission herewith promulgates the following rules and policy:

PRESIDING OFFICER: Shall preserve strict order and decorum at all regular and special meetings of the Commission. He/She shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order, subject, however, to an appeal by a member to the Commission, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

RULES OF DEBATE:

a. Getting the Floor-Improper References to be avoided. Every Commission member desiring to speak shall address the Chair, and upon recognition by the Presiding Officer, shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.

b. Interruptions. A Commission member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order, or as herein otherwise provided. If a member, while speaking, be called to order, he/she shall cease speaking until the question of order can be determined, and, if in order, he/she shall be permitted to proceed.

c. Privilege of Closing Debate. The Commission member moving the adoption of an ordinance or resolution shall have the privilege of making final comments on the motion.

ADDRESSING THE COMMISSION AFTER A MOTION IS MADE. After a motion is made by the Commission, no person shall address the Commission without first securing the permission of the Commission to do so.

MANNER OF ADDRESSING COMMISSION – TIME LIMIT. Each person addressing the Commission shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record, and unless further time is granted by the Commission, shall limit his/her remarks to three (3) minutes except for quasi-judicial hearings. All remarks shall be addressed to the Commission as a body and not to any member thereof, nor shall they be addressed to the audience. Audience members shall be prohibited from interrupting the speaker. Only the Commission and the person having the floor shall be permitted to enter into any discussion, except with the permission of the Presiding Officer. A question shall be asked by a Commission member only through the Presiding Officer.

DECORUM:

a. By the Commission Members and the Public – While the Commission is in session, order and decorum must be preserved and any person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission nor disturb any person while speaking or refuse to obey the orders of the Commission or its Presiding Officer, except as otherwise herein provided. ~~Boisterous, impertinent or irrelevant, personal or general remarks directed to or against any individual shall not be considered orderly or decorous. Any person who shall become disorderly or who shall fail to confine remarks to the identified subject or business shall be forthwith, by the Presiding Officer, cautioned and given the opportunity to complete remarks on the subject in a decorous manner. Any person failing to comply as cautioned shall not be allowed to continue the remarks unless permission to continue be granted by a majority vote of the Commission.~~The City Commission and the City of New Smyrna Beach are committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and to avoid a confrontational atmosphere, all comments by the City Commission, City staff, and the public should avoid the use of language or behavior that is disruptive. Disruptive language or behavior includes refusal to keep speech related to City business or the agenda item, refusal to respect the time limits imposed, or the speaker's demeanor and conduct during the meeting. Such language or behavior may be demonstrated by conduct that threatens the safety of others, using obscene or vulgar language, engaging in a fight, or words that may threaten or outrage others.

b. Language or behavior that is disruptive shall be addressed by the Presiding Officer. The Presiding Officer shall issue a warning to any member of the public whose conduct raises to this level. If the conduct continues, the Presiding Officer

may issue a second warning, but is not required to do so if the situation requires a more immediate response. If the conduct continues, the Presiding Officer will order the offender to stop talking. Any continued violation of the decorum of the meeting shall be enforced pursuant to subsection (c), Enforcement of Decorum, set forth below. Upon failure of the Presiding Officer to maintain decorum within the context of this section, a call for "Point of Order" by a Commission member shall cause all proceedings to cease until a decision is made by the majority of the Commission.

c. Enforcement of Decorum – The Chief of Police or his designee of the Police Department as he may designate shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Commission meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Chief of Police or his designee, to either escort back to his/her seat, remove from the meeting and/or arrest or cite any individual who violates the order and decorum of the meeting. Any individual removed from the meeting shall not be allowed to return to the same meeting.

MOTIONS: Any member of the City Commission, including the Mayor, shall be entitled to make a motion and shall likewise be entitled to second a motion.

PUBLIC PARTICIPATION:

a. Agenda Items VII, VIII, IX, X, and XIII: In order for the City Commission to conduct meetings in an orderly manner, no one will normally be recognized to speak before the Commission unless authorized to speak by the Presiding Officer. The Presiding Officer's decision in this regard may be challenged by any member of the Commission. Where there is a challenge, votes of the majority of the Commission members present shall determine the issue of whether a person is or is not authorized to speak before the Commission. A member of the Commission may, as a matter of personal privilege, publicly confer with any person or persons during a meeting of the City Commission concerning any relevant matters being considered by the Commission.

b. Agenda Items VI, IX, and ~~IX~~: All members of the public shall be entitled to speak in the order recognized by the Presiding Officer. Except in a public hearing, the speaker, once recognized, must state the subject matter and shall limit the speech to that topic. The City Commission may be addressed on multiple topics within the time limit.

SECTION 3: That pursuant to Section 2-52(b), City Code, all regular meetings of the City Commission of the City of New Smyrna Beach, Florida, shall follow the agenda hereinafter set forth in the conduct and order of City business:

AGENDA

I. Call to Order/Roll Call
II. Invocation/Pledge of Allegiance
III. Approval of the Agenda
IV. Announcements/Presentations/Recognitions
V. City Manager's Report
VI. Public Participation
VII. Consent Agenda
VIII. Administrative Items
IX. ~~Ordinances Second Reading/Public Hearing~~Quasi-Judical Hearings
X. ~~Ordinances First Readings~~Public Hearings
XI. ~~Boards and Commissions~~Ordinances First Readings
XII. ~~Mayor and Commissioner Comments~~Boards and Commissions
XIII. ~~City Clerk's Report~~Mayor and Commissioner Comments
XIV. ~~City Attorney's Report~~City Clerk's Report
XV. ~~Adjournment~~City Attorney's Report
XVI. Adjournment

SECTION 4: Ordinances First Reading: Ordinances on First Reading shall be read by title only in accordance with Chapter 166, Florida Statutes, unless a public hearing is required. No vote shall be taken on Ordinances on First Reading that do not require public hearings.

SECTION 5: Consent Agenda: Those items on the Commission agenda which are considered routine by the City Manager and City Clerk, e.g. minutes, payment of contracts, routine resolutions and routine bills, receipt, file and routine correspondence, shall be listed under the heading "Consent Agenda" and unless the Mayor or Commissioners specifically request that an item on the consent agenda be removed there from and Commission action taken separately on said item in the order appearing on the agenda, then these items listed under "Consent Agenda" shall be approved, adopted, accepted, etc., by motion of the Commission and roll-call vote. Those items removed from the "Consent Agenda" shall be considered under the agenda item assigned by the City Commission. Those items so approved under the heading "Consent Agenda" will appear in the Commission minutes in their proper form, i.e. approval of minutes for regular meeting, approval of invoice number, etc. Those items removed from the Consent Agenda will be considered under the heading "Administrative Items (New Business)."

SECTION 6: That the agenda and order of business set forth in Section 3, shall be the normal operating procedure, but the City Commission shall have the authority, during any meeting, and after approval by the City Commission to change the order of business and the agenda if the circumstances so warrant.

SECTION 7: Adjournment: The City Commission shall adjourn its regular meetings promptly at 10:30 P.M., unless a later time is approved by the City Commission. In any event the said meeting shall adjourn at or before 11:00 P.M.

SECTION 9: That any and all resolutions that are in conflict herewith are hereby rescinded and repealed.

SECTION 10: That this resolution shall become effective January 28, 2025.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 1/22/2025

The Within and Foregoing Resolution No. 04-25 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on January 28, 2025. Motion was made by Commissioner McGuirk, and Seconded by Commissioner Perrine, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER BRIAN ASHLEY	Yes
VICE MAYOR LISA MARTIN	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMISSIONER VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the
City of New Smyrna Beach, Florida

City of New Smyrna Beach
City Commission
2026 Regular Meeting Schedule

Meeting Dates

The City Commission meets at **5:30 p.m**. on the second and fourth Tuesdays of each month, unless otherwise specified. Regular meetings are not held in June, and a second meeting is not scheduled in December.

Meeting Location

Unless otherwise advertised, the City Commission meetings are held in the City Commission Chambers located at 214 Sams Avenue, New Smyrna Beach FL 32168.

Meeting Date
January 13, 2026
January 27, 2026
February 10, 2026
February 24, 2026
March 10, 2026
March 24, 2026
April 14, 2026*
April 28, 2026
May 12, 2026
May 26, 2026
July 14, 2026
July 28, 2026
August 11, 2026
August 25, 2026
September 8, 2026*
September 22, 2026
October 13, 2025
October 27, 2026
November 10, 2026
November 17, 2026
December 8, 2026*

*Indicates three weeks between meetings.

RESOLUTION NO. 35-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AMENDING RESOLUTION 04-25, ESTABLISHING RULES OF THE CITY COMMISSION MEETINGS OF THE CITY OF NEW SMYRNA BEACH TO REVISE AGENDA ADJOURNMENT PROVISIONS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That New Smyrna Beach Resolution No. 04-25 (January 28, 2025), is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~, and additions to text are indicated by underline.)**

SECTION 2: That all meetings of the City Commission of the City of New Smyrna Beach shall be conducted according to such rules and regulations as are agreed upon by a majority of the Commission at said meetings. The City Commission herewith promulgates the following rules and policy:

PRESIDING OFFICER: Shall preserve strict order and decorum at all regular and special meetings of the Commission. He/She shall state every question coming before the Commission, announce the decision of the Commission on all subjects and decide all questions of order, subject, however, to an appeal by a member to the Commission, in which event a majority vote of the Commission shall govern and conclusively determine such question of order.

RULES OF DEBATE:

a. Getting the Floor-Improper References to be avoided. Every Commission member desiring to speak shall address the Chair, and upon recognition by the Presiding Officer, shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.

b. Interruptions. A Commission member, once recognized, shall not be interrupted when speaking unless it is to call him/her to order, or as herein otherwise provided. If a member, while speaking, be called to order, he/she shall cease speaking until the question of order can be determined, and, if in order, he/she shall be permitted to proceed.

c. Privilege of Closing Debate. The Commission member moving the adoption of an ordinance or resolution shall have the privilege of making final comments on the motion.

ADDRESSING THE COMMISSION AFTER A MOTION IS MADE. After a motion is made by the Commission, no person shall address the Commission without first securing the permission of the Commission to do so.

MANNER OF ADDRESSING COMMISSION – TIME LIMIT. Each person addressing the Commission shall step up to the microphone, shall give his/her name and address in an audible tone of voice for the record, and unless further time is granted by the Commission, shall limit his/her remarks to three (3) minutes except for quasi-judicial hearings. All remarks shall be addressed to the Commission as a body and not to any member thereof, nor shall they be addressed to the audience. Audience members shall be prohibited from interrupting the speaker. Only the Commission and the person having the floor shall be permitted to enter into any discussion, except with the permission of the Presiding Officer. A question shall be asked by a Commission member only through the Presiding Officer.

DECORUM:

a. By the Commission Members and the Public – While the Commission is in session, order and decorum must be preserved and any person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission nor disturb any person while speaking or refuse to obey the orders of the Commission or its Presiding Officer, except as otherwise herein provided. The City Commission and the City of New Smyrna Beach are committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and to avoid a confrontational atmosphere, all comments by the City Commission, City staff, and the public should avoid the use of language or behavior that is disruptive. Disruptive language or behavior includes refusal to keep speech related to City business or the agenda item, refusal to respect the time limits imposed, or the speaker's demeanor and conduct during the meeting. Such language or behavior may be demonstrated by conduct that threatens the safety of others, using obscene or vulgar language, engaging in a fight, or words that may threaten or outrage others.

b. Language or behavior that is disruptive shall be addressed by the Presiding Officer. The Presiding Officer shall issue a warning to any member of the public whose conduct raises to this level. If the conduct continues, the Presiding Officer may issue a second warning, but is not required to do so if the situation requires a more immediate response. If the conduct continues, the Presiding Officer will order the offender to stop talking. Any continued violation of the decorum of the meeting shall be enforced pursuant to subsection (c), Enforcement of Decorum, set forth below. Upon failure of the Presiding Officer to maintain decorum within the context of this section, a call for "Point of Order" by a Commission member shall cause all proceedings to cease until a decision is made by the majority of the Commission.

c. Enforcement of Decorum – The Chief of Police or his designee of the Police Department as he may designate shall carry out all orders and instructions given by the Presiding Officer for the purpose of maintaining order and decorum at the Commission meeting. Upon instructions of the Presiding Officer, it shall be the duty of the Chief of Police or his designee, to either escort back to his/her seat, remove from the meeting and/or arrest or cite any individual who violates the order and decorum of the meeting. Any individual removed from the meeting shall not be allowed to return to the same meeting.

MOTIONS: Any member of the City Commission, including the Mayor, shall be entitled to make a motion and shall likewise be entitled to second a motion.

PUBLIC PARTICIPATION:

a. Agenda Items VII, VIII, IX, X, and XIII: In order for the City Commission to conduct meetings in an orderly manner, no one will normally be recognized to speak before the Commission unless authorized to speak by the Presiding Officer. The Presiding Officer's decision in this regard may be challenged by any member of the Commission. Where there is a challenge, votes of the majority of the Commission members present shall determine the issue of whether a person is or is not authorized to speak before the Commission. A member of the Commission may, as a matter of personal privilege, publicly confer with any person or persons during a meeting of the City Commission concerning any relevant matters being considered by the Commission.

b. Agenda Items VI, IX, and X: All members of the public shall be entitled to speak in the order recognized by the Presiding Officer. Except in a public hearing, the speaker, once recognized, must state the subject matter and shall limit the speech to that topic. The City Commission may be addressed on multiple topics within the time limit.

SECTION 3: That pursuant to Section 2-52(b), City Code, all regular meetings of the City Commission of the City of New Smyrna Beach, Florida, shall follow the agenda hereinafter set forth in the conduct and order of City business:

AGENDA

I. Call to Order/Roll Call
II. Invocation/Pledge of Allegiance
III. Approval of the Agenda
IV. Announcements/Presentations/Recognitions
V. City Manager's Report
VI. Public Participation
VII. Consent Agenda
VIII. Administrative Items
IX. Quasi-Judicial Hearings
X. Public Hearings

XI. Ordinances First Readings
XII. Boards and Commissions
XIII. Mayor and Commissioner Comments
XIV. City Clerk's Report
XV. City Attorney's Report
XVI. Adjournment

SECTION 4: Ordinances First Reading: Ordinances on First Reading shall be read by title only in accordance with Chapter 166, Florida Statutes, unless a public hearing is required. No vote shall be taken on Ordinances on First Reading that do not require public hearings.

SECTION 5: Consent Agenda: Those items on the Commission agenda which are considered routine by the City Manager and City Clerk, e.g. minutes, payment of contracts, routine resolutions and routine bills, receipt, file and routine correspondence, shall be listed under the heading "Consent Agenda" and unless the Mayor or Commissioners specifically request that an item on the consent agenda be removed there from and Commission action taken separately on said item in the order appearing on the agenda, then these items listed under "Consent Agenda" shall be approved, adopted, accepted, etc., by motion of the Commission and roll-call vote. Those items removed from the "Consent Agenda" shall be considered under the agenda item assigned by the City Commission. Those items so approved under the heading "Consent Agenda" will appear in the Commission minutes in their proper form, i.e. approval of minutes for regular meeting, approval of invoice number, etc. Those items removed from the Consent Agenda will be considered under the heading "Administrative Items (New Business)."

SECTION 6: That the agenda and order of business set forth in Section 3, shall be the normal operating procedure, but the City Commission shall have the authority, during any meeting, and after approval by the City Commission to change the order of business and the agenda if the circumstances so warrant.

SECTION 7: Adjournment: The City Commission shall adjourn its regular meetings promptly at ~~10:30~~9:30 P.M., unless a later time is approved by the City Commission. In any event the said meeting shall adjourn at or before ~~11:00~~10:00 P.M.

SECTION 8: That any and all resolutions that are in conflict herewith are hereby rescinded and repealed.

SECTION 9: That this resolution shall become effective January 1, 2026.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 12/1/2025

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 86-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO CREATIVE ENVIRONMENTAL SERVICES, INC

December 9, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C & D) debris removal services within our City limits" Attached is Creative Environmental Services, Inc Non-Exclusive Franchise Ordinance application form and applicable attachments. Creative Environmental Services, Inc meets all the requirements and staff is proposing that such a franchise agreement be issued to Creative Environmental Services Inc.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

Staff Report Created By: Shelly Longfellow

Attachments:

Creative Environmental Services Application and COI.pdf
Business Impact Estimate - Ord 86-25 Non-Exclusive Franchise - Creative Environmental Services Inc.pdf
Ord 86-25 Non Exclusive Franchise - Creative Environmental Services Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: Nov 4, 2025

Applicant Name: Todd Delay

Business Name: Creative Environmental Services, Inc.

Address: 2312 Clark Street #B4
Apopka, FL. 32703

Telephone: 888.351.3755 **Fax:** 407.210.0538 **E-Mail:** Tcdelay.creative@gmail

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Samsula Landfill

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: USI Insurance Services

Address: 301 E Pine St.
Orlando, FL 32801

Policy Number: ECP2037602 12

Applicant's Signature:

Applicant's printed name: Todd Delay

Applicant's Title: Owner

Client#: 2049497 CREATENV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/07/2025

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

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

PRODUCER	CONTACT NAME: Gina Cameron
USI Insurance Services, LLC 301 E Pine St Orlando, FL 32801 407 481-1608	PHONE (A/C, No, Ext): 407 481-1608 FAX (A/C, No): E-MAIL ADDRESS: gina.cameron@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Bridgefield Casualty Insurance Company	10335
INSURER C : Key Risk Insurance Company	10885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Creative Environmental Services, Inc.
1925 Deerfoot Run
DeLand, FL 32720

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	ECP203760212	05/08/2025	05/08/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP204353510	05/08/2025	05/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED X RETENTION $0	X	X	FFX203760312	05/08/2025	05/08/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	19655269	05/23/2025	05/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Certificate Holder is included as Addition Insured on a Primary and Non-Contributory basis with respects to General Liability and Auto Liability per written contract or agreement. Waiver of Subrogation applies with respects to General Liability, Auto Liability, and Workers Compensation per written contract or agreement.
Excess Liability follows form.
Additional Insured: City of New Smyrna Beach
(See Attached Descriptions)

CERTIFICATE HOLDER

City Of New Smyrna Beach
210 Sams Ave
New Smyrna Beach, FL 32168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

30 day notice of cancellation in favor of the Certificate Holder with respect to the General Liability, Auto Liability, and Workers Compensation policies when required per written contract.

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 86-25 Non-Exclusive Franchise - Creative Environmental Services Inc

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 86-25 authorizes Creative Environmental Services Inc to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One, Creative Environmental Services Inc

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 86-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO CREATIVE ENVIRONMENTAL SERVICES INC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Creative Environmental Services Inc, a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Creative Environmental Services Inc, a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards Creative Environmental Services Inc, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by Creative Environmental Services Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Public Works Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Public Works Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Public Works Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Public Works Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Public Works Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Public Works Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Public Works Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Public Works Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (in-

cluding costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Public Works Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Public Works Director's satisfaction within the period, the Public Works Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part

of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Public Works Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Public Works Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Public Works Director. Franchisee specifically agrees that the Public Works Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Public Works Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held January 13, 2026, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 12/1/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 86-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2026.

CREATIVE ENVIRONMENTAL SERVICES INC
A Florida Profit Corporation

By:

_____
Printed Name: _____
Title: _____

ATTEST:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, as _____ and _____ respectively, of **CREATIVE ENVIRONMENTAL SERVICES INC,** a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PUBLIC WORKS

ORDINANCE NO. 87-25: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON THE SECOND READING AND PUBLIC HEARING, WOULD GRANT A NON-EXCLUSIVE FRANCHISE AGREEMENT TO GFL ENVIRONMENTAL.

December 9, 2025

Background:

Section 66-111, Franchise Requirement, of the City's Code of Ordinances provides that: "No person shall provide construction and demolition debris-removal services, as defined by F.S. 403.703(7), in the City without being awarded a non-exclusive franchise agreement with the City if they wish to continue to provide construction & demolition (C&D) debris removal services within our City limits." Attached is GFL Environmental Non-Exclusive Franchise Ordinance application form and applicable attachments. GFL Environmental meets all the requirements and staff is proposing that such a franchise agreement be issued to GFL Environmental.

Fiscal Analysis:

This is a revenue generating item as the franchise agreement requires the hauler to pay the City $20.00 per roll off container haul to the County's landfill. No business impact statement is required because this is a procurement item and the ordinance is only required to implement the agreement.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Public Works

Attachments:

GFL_Environmental_Application_and_COI.pdf
Business Impact Estimate - Ord 87-25 Non-Exclusive Franchise - GFL Environmental USA Inc..pdf
Ord 87-25 Non Exclusive Franchise - GFL Environmental USA Inc.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 11/4/2025

Applicant Name: Victoria Edwards

Business Name: GFL Environmental

Address: 1263 W. Landstreet Rd, Orlando, FL 32824

Telephone: (386) 279-2081 **Fax:** _____ **E-Mail:** victoria.edwards@gflenv.com

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): Tomoka Landfill- 1990 Tomoka Farms Rd, Port Orange, FL 32128

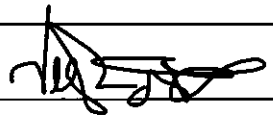
2. Attach copy of City Occupational License (for your business location)

3. Attach copy of Current Insurance Certificate
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Aon Risk Services Northeast,Inc.

Address: 950 Main Ave. Suite 1600 Cleveland, OH 44113

Policy Number: 014121394

Applicant's Signature: 

Applicant's printed name: Victoria Edwards

Applicant's Title: Construction Sales Rep.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 11/18/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 **FAX (A/C, No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076 USA

COVERAGES **CERTIFICATE NUMBER:** 570116703859 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			014121394	06/01/2025	06/01/2026	EACH OCCURRENCE	$5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$20,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$5,000,000
	OTHER:						Per Location/ Project Aggregate	$5,000,000
A	AUTOMOBILE LIABILITY			014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			014121402	06/01/2025	06/01/2026	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N N/A			014121401	06/01/2025	06/01/2026	E.L. EACH ACCIDENT	$5,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$5,000,000
							E.L. DISEASE-POLICY LIMIT	$5,000,000

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

RE: BU# 883. City of New Smyrna Beach is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach FL 32168 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : 883

Certificate No : 570116703859

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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORD 87-25 Non-Exclusive Franchise - GFL Environmental USA Inc.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City of New Smyrna Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of New Smyrna Beach is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☑ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City of New Smyrna Beach hereby publishes the following information:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ord. No. 87-25 authorizes GFL Environmental USA Inc. to provide demolition debris removal services within the City.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of New Smyrna Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City of New Smyrna Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

One, GFL Environmental USA Inc.

4. Additional information the governing body deems useful (if any):
[*You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City of New Smyrna Beach staff solicited comments from businesses in the City of New Smyrna Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of New Smyrna Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.*).

N/A

ORDINANCE NO. 87-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH GRANTING A NON-EXCLUSIVE FRANCHISE TO GFL ENVIRONMENTAL USA INC., TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, GFL Environmental USA Inc., a Florida Profit Corporation (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award GFL Environmental USA Inc., a nonexclusive right and franchise to provide the service within the City limits upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH:

SECTION 1: ***Award of Non-Exclusive Franchise.*** The City of New Smyrna Beach hereby awards GFL Environmental USA Inc., a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by, GFL Environmental USA Inc.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, Florida Statute.

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Public Works Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Public Works Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Public Works Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Public Works Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Public Works Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities and approved by the Public Works Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Public Works Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Public Works Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchisee's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: ***Term.***

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: ***Default.*** In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: ***Default by Other Franchisees.*** In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: ***Liability.***

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (in-

cluding costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if anyone (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Public Works Director shall notify Franchisee in writing of such failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Public Works Director's satisfaction within the period, the Public Works Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part

of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Public Works Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Public Works Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Public Works Director. Franchisee specifically agrees that the Public Works Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation.*** The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Public Works Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held January 13, 2026, in the Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Administrative Correction of Scrivener's Errors.*** The administrative correction of typographical and/or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 23: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 24: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 25: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 12/1/2025

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 87-25 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved, and agreed to this _____ day of _____, 2026.

GFL ENVIRONMENTAL USA INC.
A Florida Profit Corporation

By:

_____
Printed Name: _____
Title: _____

ATTEST:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____ and _____, as _____ and _____ respectively, of **GFL ENVIRONMENTAL USA INC.,** a Florida profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

(Notary Seal or Stamp)

_____
Notary Public

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

APPOINTMENT - YOUTH COUNCIL TASK FORCE: CONSIDER THE APPROVAL OF TWO (2) REAPPOINTMENTS AND FIVE (5) APPOINTMENTS OF NEW SMYRNA BEACH HIGH SCHOOL STUDENTS TO SERVE AS MEMBERS ON THE YOUTH COUNCIL TASK FORCE FOR THE 2025 - 2026 ACADEMIC YEAR.

December 9, 2025

Background:

The Youth Council was established on May 8, 2012, through the adoption of Resolution No. 13-12, and amended on May 9, 2023, by Resolution No. 16-23. The purpose of the Youth Council is to:

- Review and evaluate issues affecting youth in the City;
- Facilitate neighborhood meetings to discuss youth concerns, needs, and suggested community improvements;
- Meet regularly with the Mayor and City Commission to share ideas and address issues impacting young residents.

Composition

The Youth Council consists of seven members, all students of New Smyrna Beach High School, who are appointed by the City Commission.

New Smyrna Beach High School Liaison, Paul Woodard, has submitted nominations for Youth Council appointments and reappointments for the upcoming academic year.

Appointments

The following students are nominated for new appointments based on their interest and willingness to serve:

- Nolan Cloer
- Tucker Loyd
- Kendall Kavanaugh

- Lainey Choler
- Arabella Buksar

Reappointments

The following students, who served during the previous academic year, are nominated for reappointment:

- Mya Erwin
- Jessica Purkiss

Findings:
Staff recommends that the City Commission approve the appointments and reappointments as submitted.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Resolution No. 13-12 Creating Youth Council Task Force.pdf
Resolution No. 16-23 Youth Council Task Force.pdf

RESOLUTION NO. 13-12

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA CREATING A YOUTH COUNCIL TASK FORCE; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 77, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity to the City Manager; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of citizens regarding the City's Youth Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: There is hereby created a Youth Council Task Force.

SECTION 2: The Youth Council Task Force shall consist of five regular members. Task Force members shall serve without compensation.

SECTION 3: The City Commission shall appoint five members to serve beginning September, 2012.

SECTION 4: The five members of the Youth Council Task Force serve at the pleasure of the City Commission and may be removed from the Youth Council Task Force by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Youth Council Task Force shall work with and report to the City Manager, and be supported by the City Recreation staff.

SECTION 5: Qualifications of members. Wherever possible the City Commission shall appoint members to the Youth Council Task Force who have demonstrated interest, commitment and education.

SECTION 6: Duties. The Youth Council Task Force shall review and evaluate problems facing youth in the City; facilitate neighborhood meetings with youth to discuss problems, needs, suggested improvements for our community; meet regularly with the Mayor and the City Commission to share ideas and discuss issues,

concerns, and needed improvements; attend City Commission meetings and participate in vision and goal sessions; present recommended improvements to the City Commission and City Manager of public projects and programs; assist in planning youth/recreation activities; evaluate and advise the City Commission and/or City Manager on issues forwarded to the City's Youth Council for advice; perform such other duties and assignments as requested by the City Manager.

SECTION 7: The Youth Council Task Force will meet at least once per month. The Youth Council Task Force shall elect a chair and a vice-chair. The Youth Council Task Force shall meet at such times and such places as requested by the City Manager after consultation with the Task Force, as may be necessary to accomplish the Task Force's duties.

A majority of the members of the Youth Council Task Force present at a meeting shall be necessary to make any determination required by the Task Force. Meetings shall be open to the public and minutes shall be kept. A public record of the Task Force's minutes shall be maintained and made available for inspection by the public.

SECTION 8: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 5/1/12

Youth Council Task Force
Reading May 8, 2012
April 27, 2012
4:02 PM

The Within and Foregoing Resolution No. 13-12 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on May 8, 2012. Motion was made by Commissioner Plaskett, and seconded by Commissioner Hathaway, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR JUDY REIKER	Yes
COMMISSIONER J. S. GRASTY	Yes
COMMISSIONER JAMES W. HATHAWAY	Yes
COMMISSIONER LYNNE PLASKETT	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 13-12

RESOLUTION NO. 16-23

A RESOLUTION AMENDING RESOLUTION NO. 13-12, AMENDING THE MEMBER SIZE AND QUALIFICATIONS OF THE YOUTH COUNCIL TASK FORCE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 7.01, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity to the City Manager; and

WHEREAS, it is the desire of the City Commission to expand the membership of the City's Youth Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA, AS FOLLOWS:

SECTION 1: That the City of New Smyrna Beach, FL, Resolution No. 13-12 (May 8, 2012), is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~, and additions to text are indicated by underline.)**

SECTION 2: The Youth Council Task Force shall consist of ~~five~~ seven regular members. Task Force members shall serve without compensation.

SECTION 3: The City Commission shall appoint ~~five~~ seven members to serve beginning September ~~2012~~2023.

SECTION 4: The ~~five~~ seven members of the Youth Council Task Force serve at the pleasure of the City Commission and may be removed from the Youth Council Task Force by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Youth Council Task Force shall work with and report to the City Manager, and be supported by the City Recreation staff.

SECTION 5: Qualifications of member. Wherever possible the City Commission shall appoint members to the Youth Council Task Force who have demonstrated interest, commitment and education.

SECTION 6: Duties. The Youth Council Task Force shall review and evaluate problems facing youth in the City; facilitate neighborhood meetings with youth to discuss problems, needs, suggested improvements for our community; meet regularly with the Mayor and City Commission to share ideas and discuss issues, concerns, and needed improvements; attend City Commission meetings and participate in vision and goal sessions, present recommended improvements to the City Commission and City Manager of public projects and programs; assist

in planning youth/recreation activities; evaluate and advise the City Commission and/or City Manager on issues forwarded to the City's Youth Council for advise; perform such other duties and assignments as requested by the City Manager.

SECTION 7: The Youth Council Task Force will meet at least once per month. The Youth Council Task Force shall elect a chair and a vice-chair. The chair of the Youth Council Task Force must have served as a member of the board for at least one year prior, unless waived by the New Smyrna Beach High School liaison. The Youth Council Task Force shall meet at such times and such places as requested by the City Manager after consultation with the Task Force, as may be necessary to accomplish the Task Force's duties.

SECTION 8: ***Conflicting Resolutions.*** That any and all resolutions that are in conflict herewith are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 5/1/2023

The Within and Foregoing Resolution No. 16-23 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on May 9, 2023. Motion was made by Vice Mayor Hartman, and Seconded by Commissioner McGuirk, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
VICE MAYOR RANDY HARTMAN	Yes
COMMISSIONER LISA MARTIN	No
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER VALLI PERRINE	No

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New
Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the
City of New Smyrna Beach, Florida

RESOLUTION NO. 16-23

THE CITY OF NEW SMYRNA BEACH - CITY CLERK'S OFFICE

BOARD VACANCY NOTICE - ECONOMIC DEVELOPMENT ADVISORY BOARD

December 9, 2025

Background:

Board Composition

- Regular Members: Five (5) appointed by the City Commission.
- Compensation: All members serve without compensation.

Appointment & Terms

- Members must reside in New Smyrna Beach or own a business in the City.
- Regular members serve three-year staggered terms at the pleasure of the City Commission.
- Members may be removed with or without cause by the City Commission.
- Vacancies are filled by the City Commission for the unexpired term.
- Members continue to serve until removed, replaced, or reappointed.

Qualifications

- Wherever possible, appointees should have demonstrated expertise in:
  - Business operations
  - Tourism
  - Finance
  - Real estate development
  - Other related fields
- Restrictions**:** City employees and members of other City advisory boards may not serve on this Board.

Duties

- Make recommendations to the City Commission and City Manager regarding:
  - Implementation and funding of the City's Economic Development Plan.
  - Strategies to foster economic development within the City.
- Perform additional assignments as requested by the City Commission or City

Manager.

Operations

- Meetings**:** At least once per quarter.
- Leadership**:** Board shall elect a Chair and Vice Chair annually.

Fiscal Analysis:
None.

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

18-10_Economic_Development_Advisory_Board_Created.pdf
Resolution No. 24-25 Creation of Economic Developement Advisory Board.pdf

RESOLUTION NO. 18-10

A RESOLUTION CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in December 2009, the City Commission adopted a vision statement that states in part, "We will build an attractive City that offers exceptional opportunities...Job opportunities will abound throughout our industrial centers and downtown areas...Our City will boast of sustainable business corridors and office parks..."; and

WHEREAS, the "100 Day Economic Development Plan" that has been delivered to the City Commission states in Strategy 2.1.A that an official Economic Development Board needs to be established with appointments by the Mayor and City Commissioners; and

WHEREAS, Section 77, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of knowledgeable citizens regarding the City's economic development efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: There is hereby created an Economic Development Advisory Board.

SECTION 2: The Economic Development Advisory Board shall consist of seven regular members. Board members shall serve without compensation.

SECTION 3: Each City Commissioner (except the Mayor) shall nominate one regular Board member for appointment by the City Comission to serve on the Economic Development Advisory Board who shall either reside in New Smyrna Beach or own a business in the City. The Utilities Commission of the City of New Smyrna Beach shall nominate one member of its governing board for appointment by the City Commission to serve as a Board member ex officio. The Volusia County Economic Development Department shall nominate a

staff member for appointment by the City Commission as a non-voting Board member. The Mayor will chair the Advisory Board as a non-voting member of the Board serving ex officio.

SECTION 4: The seven members of the Economic Development Advisory Board serve four year staggered terms at the pleasure of the City Commission and may be removed from the Economic Development Advisory Board by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. The Economic Development Advisory Board shall work with the City Manager or the City Manager's designee.

SECTION 5: Qualifications of members. Wherever possible the City Commission shall appoint members to the Economic Development Advisory Board who have demonstrated expertise, training, education or experience in operating a business, tourism, finance, real estate development, or another related field. City employees and members of other City advisory boards may not serve as members of the Economic Development Advisory Board.

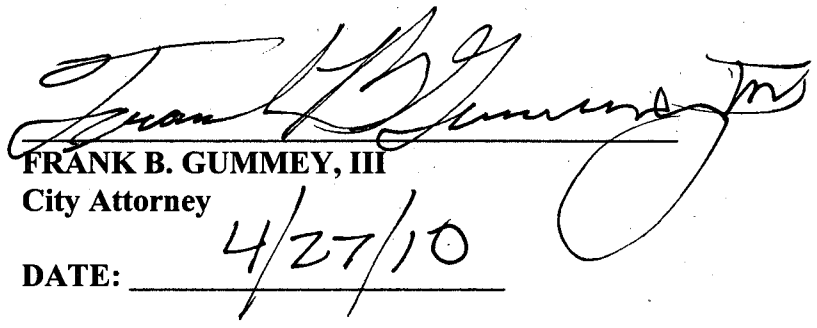
SECTION 6: Duties. The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties and assignments as requested by the City Commission or City Manager.

SECTION 7: The Economic Development Advisory Board will meet at least once per month. All meetings shall be open to the public and minutes shall be kept as provided by state law.

SECTION 8: ***Conflicting Resolutions.*** That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: ***Effective Date.*** That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:



FRANK B. GUMMEY, III
City Attorney

DATE: 4/27/10

The Within and Foregoing Resolution No. 18-10 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at City Hall in said City on April 27, 2010. Motion was made by Commissioner Reiker, and seconded by Commissioner Grasty, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR ADAM BARRINGER	**Yes**
VICE MAYOR LYNNE PLASKETT	**Yes**
COMMISSIONER JUDY REIKER	**Yes**
COMMISSIONER J. S. GRASTY	**Yes**
COMMISSIONER JAMES W. HATHAWAY	**Yes**

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

(OFFICIAL SEAL)

As Mayor of the City of New Smyrna Beach, Florida

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 18-10

RESOLUTION NO. 24-25

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH CREATING AN ECONOMIC DEVELOPMENT ADVISORY BOARD; PRESCRIBING QUALIFICATIONS AND DUTIES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7.01, City Charter, authorizes the City Commission to appoint boards to act in an advisory capacity; and

WHEREAS, it is the desire of the City Commission to solicit the assistance of a group of knowledgeable citizens regarding the City's economic development efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: There is hereby created an Economic Development Advisory Board.

SECTION 2: The Economic Development Advisory Board shall consist of five regular members. Board members shall serve without compensation.

SECTION 3: The City Commission shall appoint five people to serve staggered terms on the Economic Development Advisory Board who shall own a business in the City.

SECTION 4: Two of the five board members shall serve two-year terms and the three remaining members shall serve three-year terms. Thereafter, individual terms shall be for a period of three years. The members shall serve at the pleasure of the City Commission and may be removed from the Economic Development Advisory Board by the City Commission with or without cause. If the position of a member becomes vacant for any reason, the City Commission shall appoint another qualified person to serve the unexpired term of the vacated position. Members shall continue to serve until removed, replaced, or reappointed. The Economic Development Advisory Board shall work with the City Manager or the City Manager's designee.

SECTION 5: *Qualifications of members.* Wherever possible the City Commission shall appoint members to the Economic Development Advisory Board who have demonstrated expertise, training, education or experience in operating a business, tourism, finance, real estate development, or another related field. City employees and members of other City advisory boards may not serve as members of the Economic Development Advisory Board.

SECTION 6: *Duties.* The Economic Development Advisory Board is charged with making recommendations to the City Commission and City Manager regarding the implementation and funding of the City's Economic Development Plan, fostering economic development within the City, and performing such other duties and assignments as requested by the City Commission or City Manager.

SECTION 7: The Economic Development Advisory Board will meet at least once per quarter. The Board shall annually elect a chair and vice chair. All meetings shall be open to the public and minutes shall be kept as provided by state law.

SECTION 8: *Conflicting Resolutions.* That all resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 9: *Effective Date.* That this resolution shall take effect immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 8/26/2025

The Within and Foregoing Resolution No. 24-25 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held in the City Commission Chambers in said City on August 26, 2025. A motion was made by Vice Mayor Martin, and Seconded by Commissioner McGuirk, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

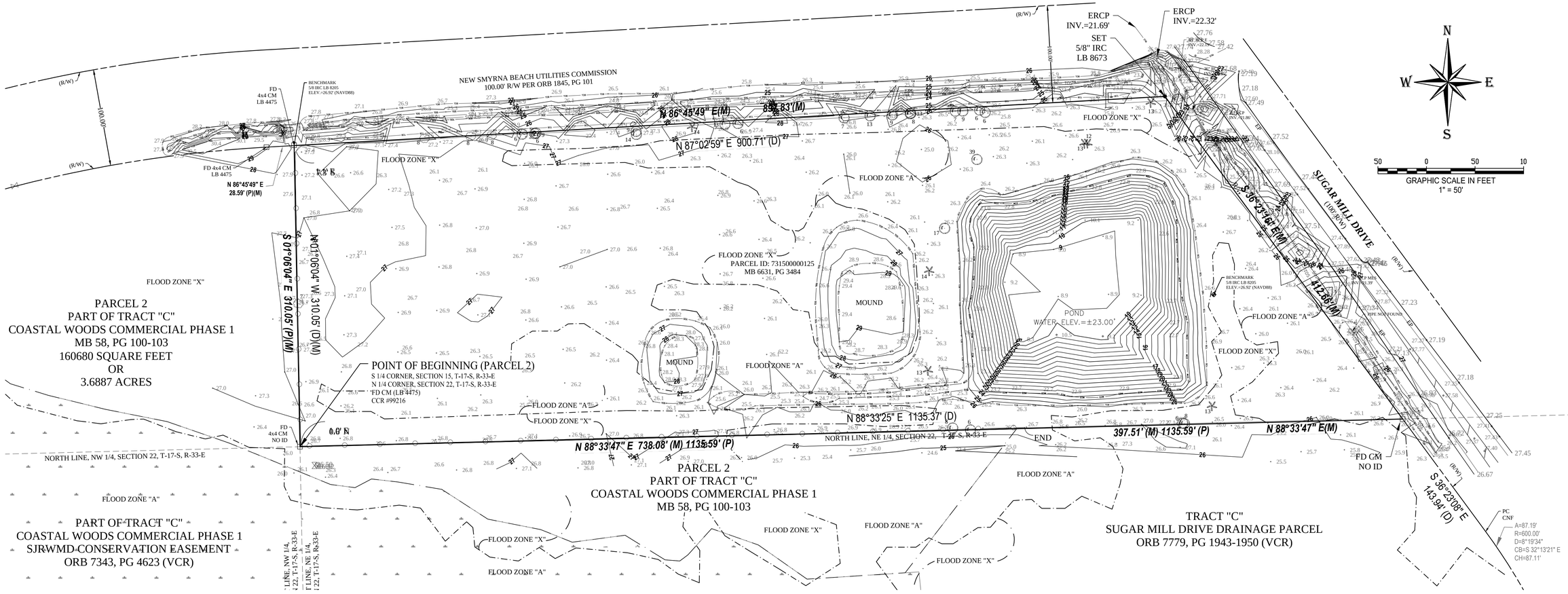
MAYOR FRED E. CLEVELAND	Yes
VICE MAYOR LISA MARTIN	Yes
COMMISSIONER VALLI PERRINE	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMISSIONER BRIAN ASHLEY	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the
City of New Smyrna Beach, Florida



PARCEL 2
PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
MB 58, PG 100-103
160680 SQUARE FEET
OR
3.6887 ACRES

PARCEL 2
PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
MB 58, PG 100-103

PART OF TRACT "C"
COASTAL WOODS COMMERCIAL PHASE 1
SJRWMD CONSERVATION EASEMENT
ORB 7343, PG 4623 (VCR)

TRACT "C"
SUGAR MILL DRIVE DRAINAGE PARCEL
ORB 7779, PG 1943-1950 (VCR)

LEGAL DESCRIPTION: (ORB 6631, PAGE 3485 VCR)

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF BEGINNING, SAID POINT BEING THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 17 SOUTH, RANGE 33 EAST, THENCE N01°06'18"W ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, A DISTANCE OF 310.15 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF A 100 FOOT POWER LINE EASEMENT; THENCE N87°02'59"E ALONG THE SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 900.71 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SUGAR MILL DRIVE; THENCE S36°22'21"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 407.19 FEET TO THE SOUTH LINE OF AFORESAID SECTION 15, THENCE S88°33'25"W ALONG SAID SOUTH LINE A DISTANCE OF 1135.37 FEET TO THE POINT OF BEGINNING

CONTAINS THEREIN 7.600 ACRES MORE OR LESS.

ABBREVIATIONS

A	ARC LENGTH
(C)	CALCULATED
CM	CONCRETE MONUMENT
CNF	CORNER NOT FOUND
D	DELTA
(D)	DESCRIPTION OR DEED
DWG	DRAWING
EP	EDGE OF PAVEMENT
FD	FOUND
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.I.R.M	FLOOD INSURANCE RATE MAP
FL	FLORIDA
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE AND CAP
IR	IRON ROD
IRC	IRON ROD AND CAP
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
(M)	MEASURED
M.B.	MAP BOOK
NAVD	NORTH AMERICAN VERTICAL DATUM
ORB	OFFICIAL RECORD BOOK
(P)	PLAT
PG	PAGE
R	RADIUS
R/W	RIGHT-OF-WAY
(VCR)	VOLUSIA COUNTY RECORDS

LEGEND

- BENCHMARK
- CENTER LINE
- CONCRETE MONUMENT
- 0.00 EXISTING ELEVATION
- GUY ANCHOR
- IRON PIPE AND CAP (AS NOTED)
- IRON ROD AND CAP (AS NOTED)
- SIGN (UNLESS NOTED)
- WATER METER
- WATER VALVE
- WOOD UTILITY POLE

LINE TYPE LEGEND

- HOG WIRE FENCE
- OVERHEAD ELECTRIC
- TOP OF BANK
- TOE OF SLOPE
- POND WATERLINE

TREE LEGEND

TREE NAME	SYMBOL	COUNT
BAY		04
OAK		23
PALM		07
12" DENOTES 12" DIAMETER TRUNK (TYPICAL)		TOTAL COUNT 34

GENERAL NOTES:

1. **BEARING STRUCTURE BASED ON NAD 83, FLORIDA STATE PLANE, EAST ZONE, U.S. SURVEY FOOT WITH THE BEARING ALONG THE NORTH LINE OF TRACT "C", COASTAL WOODS COMMERCIAL PHASE 1, BEING N 64°02'49" E. (FOR ANGLE MEASUREMENT ONLY).**
2. **LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.. NO TITLE WORK PROVIDED TO THIS SURVEYOR.**
3. **THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1" = 50' OR SMALLER. ANY USE OF THIS FILE AT A SCALE LARGER THAN STATED, SHALL BE AT THE USER'S OWN RISK.**
4. **RECORD DIMENSIONS ARE SHOWN IN PARENTHESIS ( ) , WHEN DIFFERS FROM MEASURED.**
5. **FLOOD PLANE CERTIFICATION ACCORDING TO THE FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M (FEDERAL INSURANCE RATE MAP), COMMUNITY OF CITY OF NEW SMYRNA BEACH, FLORIDA NUMBER 125132, PANEL NUMBER 12127 C 0540 J, DATED: SEPTEMBER 29, 2017. THE PROPERTY APPEARS TO BE IN FLOOD ZONE "X" AND FLOOD ZONE "A" AS SHOWN.**
6. **DATA SOURCES:**

   ELEVATIONS REFER TO (NAVD) NORTH AMERICAN VERTICAL DATUM 1988 FEET AND DECIMAL PART THEREOF. BENCHMARK REFERENCE NAVD DATUM OF 1988. BENCHMARK IS A NATIONAL GEODETIC SURVEY DESIGNATION: S212, ELEVATION = 27.43 FEET.
7. **HISTORY REFERENCE TO PREVIOUS SURVEY OR HELPER SURVEYS, LINEAGE OF DATA HORIZONTAL DATA REFERENCES, DATE OF ORIGINAL PLAT.**

   A.) OFFICIAL RECORDS BOOK 6631, PAGE 3484, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   B.) OFFICIAL RECORDS BOOK 7162, PAGE 4625, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   C.) OFFICIAL RECORDS BOOK 7799, PAGE 1940, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   D.) OFFICIAL RECORDS BOOK 7799, PAGE 1943, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   E.) OFFICIAL RECORDS BOOK 7826, PAGE 5952, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   F.) COASTAL WOODS MULTI-FAMILY, AS RECORDED IN MAP BOOK 618, PAGE 140-142, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
   G.) COASTAL WOODS COMMERCIAL PHASE 1, AS RECORDED IN MAP BOOK 58, PAGE 100-103, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
8. **THE BOUNDARY LINES SHOWN ARE COMPRISED FROM THE SAID INFORMATION ALONG WITH EXISTING MONUMENTATION FOUND IN THE FIELD. SURVEY DOES NOT DETERMINE OR REFLECT OWNERSHIP. THERE MAY BE OTHER INFORMATION NOT ON RECORD OR PROVIDED, SUCH AS: DEEDS OR SURVEY HELPERS FROM OTHER THAT ARE NOT ON RECORD TO A1A SURVEYING AT THE TIME OF SURVEY. A1A SURVEYING ATTEMPTS TO CONTACT LOCAL SURVEYORS FOR HELPER SURVEYS. SEE LIMITATIONS.**
9. **UNDERGROUND UTILITIES NOT LOCATED EXCEPT AS SHOWN, PER FIELD VISIBLE LOCATIONS OR MARKINGS.**
10. **LIMITATIONS:**

    A.) THE CLIENT AND/OR THEIR LEGAL REPRESENTATIVE(S) IS REQUIRED PER FLORIDA STATUTE RULE 5J-17.052(2)(D)(4) AND THE ALTA REQUIREMENTS THAT ALL RECORDED INSTRUMENTS (EASEMENTS, RIGHT-OF-WAY(S) & ETC.) THAT APPLIES TO THIS SURVEY MUST BE PROVIDED TO THIS SURVEYOR. SOME INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY(S) AND OR OWNERSHIP HAVE BEEN FURNISHED TO THE SURVEYOR, PER TITLE COMMITMENT. THERE MAY BE ADDITIONAL RECORDINGS NOT PROVIDED TO THIS SURVEYOR THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY OR A PREVIOUS SURVEY BY OTHERS NOT ON RECORD THAT WERE NOT PROVIDED AT THE TIME OF THIS SURVEY. THIS SURVEYOR RETAINS THE RIGHT TO REVISE HIS OR HER SURVEY WHEN SAID DOCUMENTATION IS PRESENTED.

    B.) IT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND THE FIRM FROM WHICH IS FORMULATED ON HIS / HER BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYORS OPINION.

GENERAL NOTES:

C.) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE PARTY PER FLORIDA STATUES CHAPTER RULE 5J-17.051(3)(5)(6)

D.) THE ACCEPTANCE OF THIS SURVEY AS CERTIFIED FOR THE EXCLUSIVE USE OF NAMES SHOWN HEREON SHALL CONSTITUTE FULFILLMENT OF MY CONTRACTUAL OBLIGATION. "ORIGINAL" AS DEFINED HEREON REFERS TO THE SIGNED AND SEALED GRAPHIC REPRESENTATION OF THE FIELD SURVEY. CAD FILES ARE NOT THE SURVEY AND THERE MAY BE A SURCHARGE FOR THEM.

E.) TAX PARCEL IDENTIFICATION NUMBERS, ADJACENT OWNERS NAME AND ADDRESS WHEN SHOWN, IS TAKEN FROM SAID COUNTY PROPERTY WEB SITE.

F.) TOPOGRAPHIC SURVEY:
1.) CONTOURS ARE ON ONE FOOT INTERVALS, INTERPOLATED BETWEEN GRIDS, VISIBLE GRADE BREAKS, ALONG WITH RANDOM GROUND ELEVATIONS.
2.) OFF-SITE TOPOGRAPHIC INFORMATION SHOWN IS BASED ON THE REQUEST BY THE CLIENT AND OR THE CLIENTS AGENT, BEING AN ARCHITECT OR ENGINEER.

11. **PIPE SIZE, MATERIAL AND INVERTS OF SEWER AND DRAINAGE STRUCTURES WERE OBTAINED WHERE ACCESSIBLE. DUE TO THE NATURE OF OBTAINING THE DATA WHERE THE STRUCTURES ARE IN USE AND THE ACTUAL INVERTS ARE OBSCURED, THE INFORMATION OBTAINED MAY BE THE BEST APPROXIMATION OF THE TRUE MEASUREMENTS. IT IS THE RESPONSIBILITY OF THE END USER TO VERIFY THE DIAMETER AND MATERIAL UTILIZING AS-BUILD DRAWINGS OR OTHER RESOURCES PRIOR TO CONSTRUCTION.**
12. **IN INSTANCES WHERE THE STRUCTURES ARE FULL OF WATER OR EFFLUENT AND THE INVERTS WERE OBSCURED, THE BOTTOM OF THE STRUCTURE WAS OBTAINED.**
13. **UNITS OF MEASUREMENT ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. WELL IDENTIFIED FEATURES IN THIS SURVEY WERE FIELD MEASURED TO A HORIZONTAL POSITIONAL ACCURACY OF 0.05'. THE ELEVATIONS ON IMPERVIOUS SURFACES WERE FIELD MEASURED TO 0.03' AND ON GROUND SURFACES TO 0.1'.**

REVISIONS:

SITE ADDRESS: 390 Sugar Mill Drive New Smyrna Beach, Florida

TYPE OF SURVEY: Boundary, Tree & Topographic

PROJECT NUMBER: 25-78

Field Work by: RS Date: 07/15/25
Field Book: 45 Page: 14

Office Work by: BR Date: 07/16/25
Scale: 1" = 50'

A1A SURVEYING
RESIDENTIAL · COMMERCIAL · CONSTRUCTION

386.216.5730
711 Pineland Trail, Ormond Beach, Florida LB 8673

THE FOREGOING BOUNDARY, TOPOGRAPHIC AND TREE SURVEY IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYOR & MAPPERS, PER CHAPTER 5J-17, SECTIONS 051, FLORIDA STATUTES.

07/16/2025
PSM #6378
David McMillen
NOT VALID WITHOUT SIGNATURE AND THE ORIGINAL RAISED OR ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

David McMillen
LS 6378
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR,DPTO	FLAIR Category:	088719
451291-1-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:		Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:	G2Y58	Federal Award Date:		Amendment No.:	~~2~~ 1
CFDA Number:	N/A	SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	55.004				
CSFA Title:	Aviation Grant Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on 05/24/2025 | 9:32 AM EDT, by and between the State of Florida, Department of Transportation ("Department"), and City of New Smyrna Beach, ("Agency"),collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 5/21/2024 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended to add funds for construction of the Admin Building at New Smyrna Municipal Airport.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   X **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   _ **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   _ Exhibit E: Program Specific Terms and Conditions
   _ Exhibit F: Contract Payment Requirements
   X *Exhibit G: Financial Assistance (Single Audit Act)
   _ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

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__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

4. Project Cost.
The estimated total cost of the Project is X increased/ __ decreased by $1,250,000 bringing the revised total cost of the project to $2,500,000.

The Department's participation is X increased/ __ decreased by $1,000,000. The Department agrees to participate in the Project cost up to the maximum amount of $2,000,000, and, additionally the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____
Name: FRED CLEVELAND
Title: MAYOR

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: _____
292113AFD861407...
Name: ~~C. Jack Adkins~~ James S. Stroz, Jr., P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: ~~Daniel L. McDermott~~

DocuSigned by:
_____
Chris Indelicato
4EF2CB4593A64A7...

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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The existing administration facility is beyond its useful life expectancy and does not provide space for the administrative and operations staff. This project includes the construction of a new admin building on the site of the existing facility. The new facility will provide for offices and a conference room.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to

consultant and bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement (access roadways, parking lots, and sidewalks), drainage, utilities, primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement marking, lighting and signage, fencing and gates, landscaping (including outdoor lighting), and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

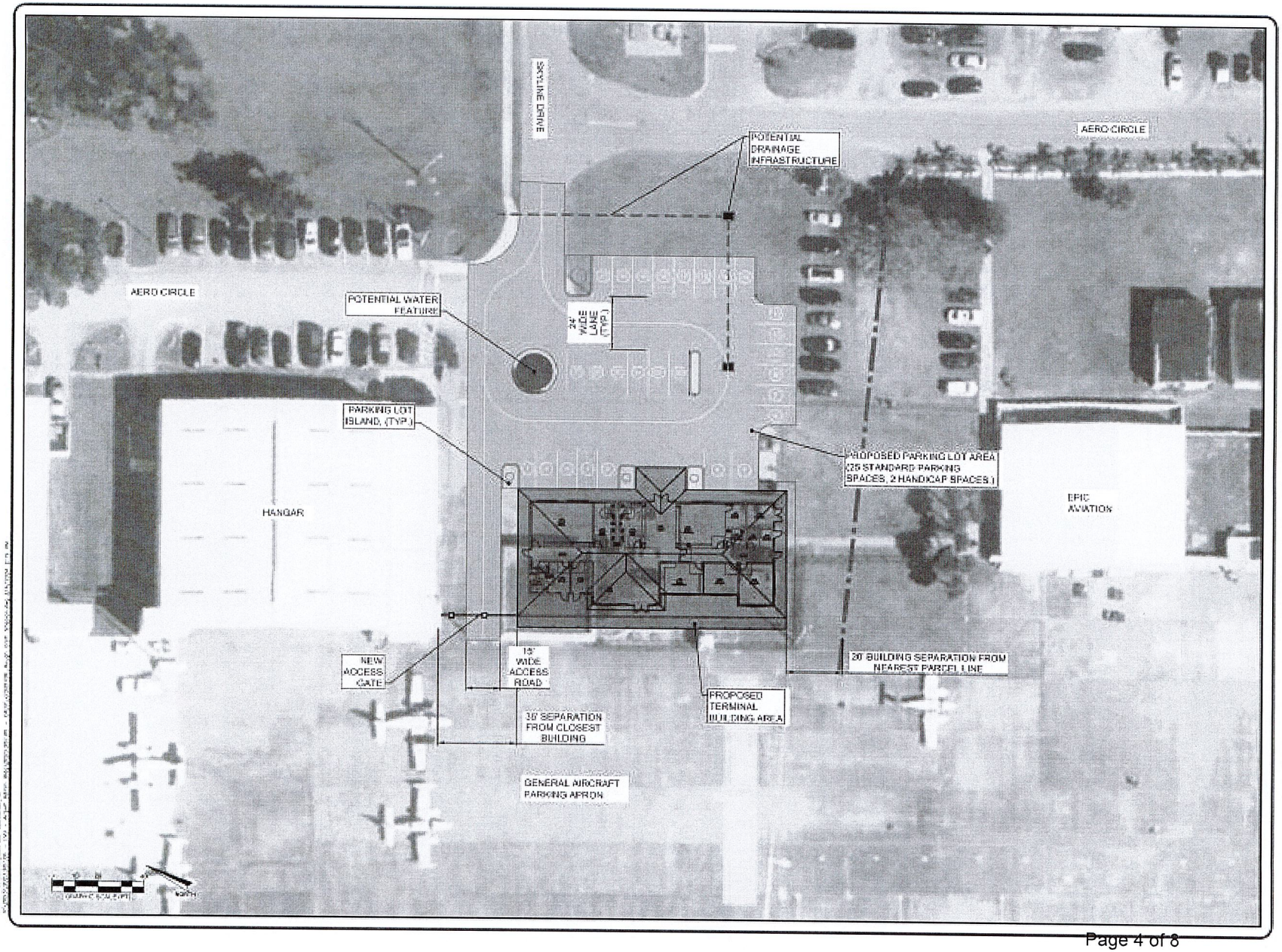
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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NEW SMYRNA BEACH

AVCON

AVCON, INC.

EXHIBIT

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FL

AIRPORT TERMINAL BUILDING SKETCH

SCALE (US SVY FT): GRAPHIC

REVISIONS			
NO	DATE	BY	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
DATE: MARCH 2024

EXH-1

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EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451291-1-94-01	DDR	088719	2024	751000	55.004	Aviation Grant Program	$1,000,000.00
451291-1-94-01	DDR	088719	2025	751000	55.004	Aviation Grant Program	$166,109.00
451291-1-94-01	DPTO	088719	2025	751000	55.004	Aviation Grant Program	$833,891.00
451291-1-94-01	LF	088719	2025	751000	55.004	Aviation Grant Program	$250,000.00
451291-1-94-01	LF	088719	2024	751000	55.004	Aviation Grant Program	$250,000.00
	Total Financial Assistance						$2,500,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00	80.00	20.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$2,000,000.00	$500,000.00	$0.00	$2,500,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luci Taylor

Department Grant Manager Name

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

DocuSigned by:

05/20/2025 | 1:56 PM EDT

Signature 5245E1375362400... Date

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Docusign Envelope ID: D69FE3AB-4C34-433B-852F-532FAB87BA39
DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

RESOLUTION NO. 30-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #451291-1-94-01 FOR THE CONSTRUCTION OF THE ADMINISTRATION BUILDING AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into an Agreement for the design of construction of the Administration Building at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #451291-1-94-01.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NEW SMYRNA BEACH, FLORIDA:

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #451291-1-94-01, which agreement is more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SECTION 2: ***Conflicting Resolutions.*** That all other resolutions or parts thereof that are in conflict with this resolution are hereby rescinded and repealed.

SECTION 3: ***Effective Date.*** That this resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/7/2024

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DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

CERTIFICATION

STATE OF FLORIDA:
COUNTY OF VOLUSIA:
CITY OF NEW SMYRNA BEACH:

I DO HEREBY CERTIFY that the attached copy of Resolution No. 30-24 is a true and accurate copy of the original documents on file at the City of New Smyrna Beach.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach, Florida, to be affixed this 17th day of May 2024.

Kelly McQuillen
City Clerk

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DocuSign Envelope ID: 2164B025-FC81-425B-8FEA-1EFCBE0C0029

The Within and Foregoing Resolution No. 30-24 as introduced and read before the City Commission of the City of New Smyrna Beach, Florida, at its Regular Meeting held at the City Commission Chambers in said City on May 14, 2024. Motion was made by Vice Mayor Perrine, and Seconded by Commissioner Hartman, that said Resolution be adopted.

A roll-call vote of the City Commission on said motion to adopt the Resolution resulted as follows:

MAYOR FRED E. CLEVELAND	Yes
COMMISSIONER RANDY HARTMAN	Yes
COMMISSIONER LISA MARTIN	Yes
COMMISSIONER JASON MCGUIRK	Yes
VICE MAYOR VALLI PERRINE	Yes

Whereupon, the Mayor of the City of New Smyrna Beach, Florida, has hereunto set his official signature, duly attested by the City Clerk, and has caused the Official Seal of said City to be hereunto affixed for the purpose of authenticity and as is required by law.

As Mayor of the City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

As City Clerk of the City of New Smyrna Beach, Florida

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Aviation Grant Program
CSFA Number: 55.004
***Award Amount:** $2,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

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To: Luciana.Taylor@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G2Y58

4/30/2025

CONTRACT INFORMATION

Contract:	G2Y58
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF NEW SMYRNA BEACH
Vendor ID:	F596000387001
Beginning Date of This Agreement:	05/21/2024
Ending Date of This Agreement:	06/01/2027
Contract Total/Budgetary Ceiling:	ct = $2,000,000.00
Description:	This project includes the construction of a new admin building on the site of the existing facility. The new facility wi

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 4/30/2025

Action:	Supplemental
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	45129119401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55100100
Category/Category Year:	088719/25
Amendment ID:	S001
Sequence:	00
User Assigned ID:	1
Enc Line (6s)/Status:	0002/04

Total Amount: $1,000,000.00