City Commission Regular Meeting
Tuesday, March 10, 2026 at 5:30 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

4.A Proclamation: Government Finance Professional's Week

5. CITY MANAGER'S REPORT

5.A 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.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, February 24, 2026.

7.B Resolution No. 04-26: Consider the adoption Resolution No. 04-26 which if adopted would update the hours of operation for Parks and Recreation facilities.

7.C Resolution No. 05-26: Consider the adoption of Resolution No. 05-26 which if adopted would approve modification #5 for HMGP 4337-374-R.

7.D Consider the Approval to award RFQ 03-26-DS for Professional Archaeological Continuing Consultant Services to Ardurra Group, Inc., Smyrnea Archaeological Research Institute, and Southeastern Archaeological Research, LLC

7.E Consider the approval of a Joint Project Agreement (JPA) Amendment #1 for the Corbin Park Stormwater Improvement Project.

7.F Special Event: Consider the approval of the Flagler Tavern St. Patrick's Day Celebration 2026, to be held on Tuesday, March 17, 2026.

7.G Special Event: Consider the approval of the Shark Bite Half Weekend Event, to be held on Saturday January 16, 2027, and Sunday January 17, 2027.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of letter of support and cost share of $11,000 for an Economic Development Administration Grant Submission for a Southeast Volusia Space Overlay Area Infrastructure Gap Analysis Plan with East Central Florida Regional Planning Council, Volusia County, City of Oak Hill, and City of Edgewater

9. QUASI-JUDICIAL HEARINGS

10. PUBLIC HEARINGS

10.A Ordinance No. 65-25: Conduct the Second Reading and Public Hearing of an Ordinance, which, if adopted, would amend Section 504.02, R-2 Single-

Family Residential, Special Exception Use of School and or a House of Worship. Agenda Item Update This item was previously continued by the City Commission to allow staff additional time to prepare an alternate amendment to the City's Land Development Regulations. Staff has been developing a revised amendment that brings the City's zoning provisions into compliance with the federal Religious Land Use and Institutionalized Persons Act (RLUIPA). RLUIPA requires that religious institutions be treated no differently than other places of assembly within local zoning ordinances. A public information meeting on the staff proposed amendment is scheduled for Monday, March 9 at 6:30 p.m. in the City Commission Chambers. This meeting is informational only; no action will be taken. The staff proposed amendment is scheduled for consideration by the Planning and Zoning Board on April 6, 2026, for a recommendation to the City Commission. Following the Planning and Zoning meeting, the staff proposed amendment is tentatively scheduled for City Commission first reading on April 14, 2026, and final reading on April 28, 2026.

10.B Ordinance No. 01-26: Conduct a Second Reading and Public Hearing, which if adopted would approve the South Village New Smyrna Beach Community Development District (CDD) for South Village Residential Subdivision.

10.C Ordinance No. 22-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would authorize the Utilities Commission, City of New Smyrna Beach to enter into an Agreement for longer than four (4) years with Revinu to provide Biosolid Disposal Services.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 23-26: Conduct a First Reading of an Ordinance, which, if adopted, upon the Second Reading and Public Hearing, would allow for porte cocheres to be located in the City, and to provide a definition for porte cocheres. ZT-11-25

12. BOARDS AND COMMISSIONS

12.A Appointment: Consider the appointment of two members for two-year terms and three members for three-year terms to serve on the Economic Development Advisory Board.

12.B Appointment: Consider the appointment to Code Compliance Board currently has three (3) unfilled three-year term length vacancy, which will expire on March 4, 2026.

12.C Board Vacancy Notice: Historic Preservation Commission. The Commission has two members whose terms are expiring and are eligible for reappointment, as well as one vacant seat resulting from a resignation.

12.D Board Vacancy Notice: The Planning and Zoning Board has one (1) vacancy due to resignation.

13. MAYOR AND COMMISSIONER COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Legislative Updates as of March 3, 2026.
Please see attached summary of updates.

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 CLERK'S OFFICE

PROCLAMATION: GOVERNMENT FINANCE PROFESSIONAL'S WEEK

March 10, 2026

Background:

The City of New Smyrna Beach is proud to recognize and celebrate Government Finance Professionals Week, designated for March 16 - 20, 2026. This official proclamation acknowledges the vital role that government finance professionals play in the City of New Smyrna Beach, as well as across the state of Florida. These dedicated individuals are responsible for ensuring that public funds are properly managed, allocated, and accounted for, contributing to the fiscal health and sustainability of our communities.

Government Finance Professionals Week, sponsored by the Florida Government Finance Officers Association (FGFOA), serves as a tribute to the hard work, dedication, and leadership demonstrated by government finance professionals. Founded in 1937, the FGFOA represents over 3,300 professionals working in state, county, and city governments, school districts, universities, special districts, and private firms throughout Florida.

This weeklong celebration provides an opportunity to shine a light on these professionals, whose expertise and commitment are often behind the scenes but essential to the success of government operations. The activities organized by the FGFOA throughout this week highlight the importance of government finance professionals and their contributions to responsible budgeting, fiscal accountability, and the overall well-being of our public institutions.

In particular, the City of New Smyrna Beach would like to recognize and extend its gratitude to the dedicated professionals within the City’s Finance Department. Their expertise and commitment ensure that the city's financial operations run smoothly, responsibly, and transparently. From budgeting and financial reporting to managing city funds and ensuring compliance, the team’s diligence is essential to maintaining public trust and supporting the City’s goals. Their efforts are instrumental in the ongoing success and fiscal health of New Smyrna Beach.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Proclamation GOVERNMENT FINANCE PROFESSIONALS WEEK 2026.pdf

City of New Smyrna Beach
Proclamation Recognizing

"GOVERNMENT FINANCE PROFESSIONALS' WEEK"
March 16 through March 20, 2026

WHEREAS, The Florida Government Finance Officers Association is a professional association founded in 1937 and serves more than 3,300 professionals from state, county and city governments, school districts, colleges and universities, special districts and private firms; and

WHEREAS, the FGFOA is dedicated to being your professional resource by providing opportunities through education, networking, leadership and information; and

WHEREAS, this Government Finance Professionals Week, sponsored by the FGFOA and all its member governmental organizations, is a weeklong series of activities aimed at recognizing government finance professionals and the vital services that they provide to our state and our community; and

WHEREAS, during this week, government finance professionals throughout the State of Florida will be acknowledged for their hard work, dedication, and leadership.

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim March 16 through March 20, 2026, as

"GOVERNMENT FINANCE PROFESSIONALS' WEEK"

in the City of New Smyrna Beach and encourage all citizens, officials, and employees to participate in events that recognize and celebrate "Government Finance Professionals' Week".

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of New Smyrna Beach to be affixed this 10th day of March 2026.

_____

FRED E. CLEVELAND
MAYOR

ATTEST:

_____

SHARON TAYLOR-HARDING
CITY CLERK

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

CITY MANAGER'S REPORT

March 10, 2026

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 3-10-26 with KC Edits and Attachments.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Kevin Cowper, City Manager

Re: **City Manager's Report – March 10, 2026**

Date: March 4, 2026

- Continued preparations for the 2026 City Commission Strategic Plan meeting scheduled for March 26 beginning at 9:00 am in the Brannon Center. The Commission will review progress made toward implementation of the nine strategic priority themes highlighted in 2025 and will discuss new and upcoming strategic initiatives.

- Continued preparations for the 2026 State of the City presentation to be held April 7 at the Brannon Center.

- Continued preparations for the 2026 Fiscal Year Budget scheduled to be approved on September 22.

- Selected John Flynn of Palm Bay Gardens to be our new Fire Chief. John will assume the role beginning April 1. John brings extensive knowledge and a wealth of experience to New Smyrna Beach. He retired from Yonkers, NY having completed a distinguished 32 years of service. Most recently he has been in the Ocean Reef community in Key Largo. Thanks to Human Resources Director Heather Kidd and her team for providing an excellent recruitment process which included significant input from internal/external interview panels.

- I am pleased to share that the City has been awarded the **Government Finance Officers Association's Distinguished Budget Presentation Award** for the **FY 2026 Budget Book**. This recognition reflects the high standards GFOA sets for budget presentations and highlights the City's commitment to transparency, accountability, and clear communication of our financial plan.

Congratulations and thank-you to the entire Finance Department Team who contributed to the development of the budget book, particularly in its new format. Their hard work, attention to detail, and willingness to rethink how we present financial information were key to achieving this recognition.

- Also pleased to let you know that my annual ICMA Credentialed Manager status has been approved by the Credentialing Advisory Board. In addition, my biennial AICP certification has also been renewed. Both certifications require significant commitment to continuing education and adherence to a strong code of professional ethics.

- Public Works Department staff are currently constructing improvements to "Christmas Park" on Canal Street including a new Gazebo and wider sidewalk. We are fortunate to have such a talented group of craftsmen to undertake this type of project in-house.

- As requested at the February 24 Commission Meeting, the City Attorney's legislative update is available on the City's webpage at 2026_Update_3__17_Feb_.pdf.

- Followed up on citizen comments received during the February 24 City Commission meeting about beach traffic. Received information from Volusia County regarding beach access including the gate operating system, and ramp closures due to high tide and overcrowding. Was advised that the Crawford Road beach ramp will operate as resident access only on weekends and during busy periods including holidays.

- Followed up on citizen comments received during the February 24 City Commission meeting about the upcoming Mike Martin Pro/Am skateboarding event on Canal Street. Leisure Services Director Rob Salazar is coordinating our available resources to support the event.

- Followed up on citizen comments received during the February 24 City Commission meeting about smoke and vape shops. Police Chief Chris Kirk is reviewing the concerns and has spoken with the concerned citizen.

- Attended the 2026 State of the County "Driving the Future, Honoring Tradition" event and presentation on February 25 in Deltona and heard

updates from Volusia County leadership including stormwater/flooding and legislative concerns.

- Met with the New Smyrna Housing Authority Executive Director on March 3 to discuss an upcoming project they will be working on.
- Please find attached the Capital Project Monthly Report.
- Please find attached the Stormwater Monthly Report.
- Please find attached the Parking Monthly 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.

NSB Monthly CIP Report

Created By	Jesse Kobe
Date of Report	2/27/2026

Projects Completed & Key Accomplishments

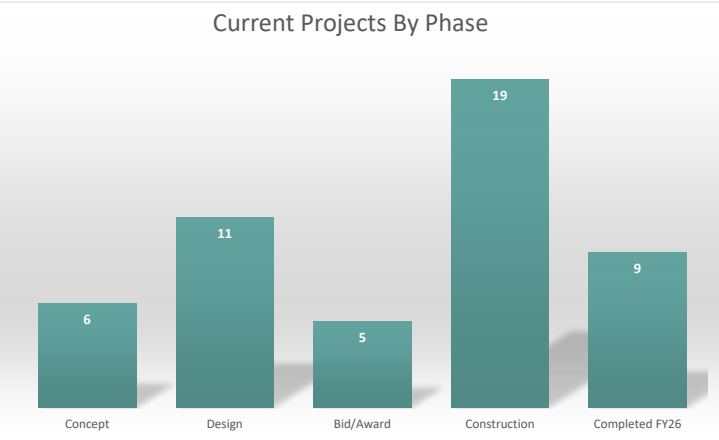
Project Manager/Task Owne	Project	Status
Kyle Fegley	HMGP #2, Elevation of 3 Homes Complete	2/12/2026
Olivia Thomas	Pettis Park Pavilion Replacement Complete	2/17/2026
Tuan Huyhn	City Wide Stormwater Master Plan Phase 1 Complete	2/18/2026

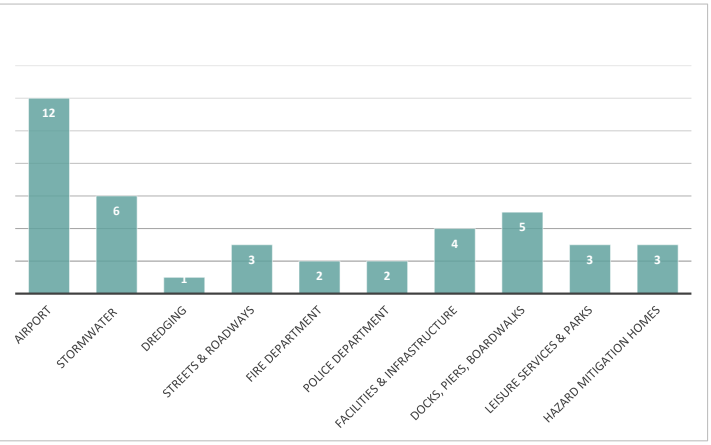
Upcoming

Key Events, Major Milestones, & Goals
☐ Road Resurfacing 2026 90% Complete
☐ Sports Complex Playground Design in process
☐ Airport Admin Building Construction Underway
☐ North Atlantic Drainage 95% Complete
☐ Paige Pickleball courts 98% Complete
☐ 27th Avenue Boardwalk Repair 30% complete
☐ North Causeway Docks, dredging portion 25%
☐ North Causeway Revetment 20% Complete

Projects To Be Advertised For Bid

Project	Phase	Project Manager	Status
Washington Street	Construction	Kyle Fegley	Draft
Fire Station 52 Remodel	Construction	David Ray	Advertised
Police Boathouse	Construction	Jesse Kobe	Draft
Marine Engineering Services	CCN		Advertised
T-Hanger E Renovation	Construction	Arvin Weese	Draft
Finance Dept Renovation	Construction	Jesse Kobe	Draft
HMGP #3-B	Construction	Kyle Fegley	Awarded





Stormwater Report 2/27
Stormwater Projects

- **City Wide Comprehensive Master Plan Phase II:**
- Received Volusia County Transform386 Funding = $1.6 Million
- County Issued Notice to Proceed to Consultant (Halff)
- Project Schedule to Completion = 400 Days
- The County will manage the project and the City will provide technical review and QA/QC
- NTP issued by County on January 29, 2026
- Kick-off meeting scheduled March 4, 2026, at Volusia County office. City Engineer will be attending

- **Corbin Park:**
- SJRWMD Permit Received
- Project will be managed by the County
- Notice of commencement was issued to Masci Construction
- Pre-construction meeting scheduled on March 4, 2026, at Volusia County office. City Engineer will be attending

Historic Westside:

- 100% plans complete
- City received a State Appropriation Funding in August 2025 = $1,000,000
- City will submit for next cycle of Transform386 funding which expected to be in May 2026

- **North Atlantic Drainage:**
- Substantial Completion has been achieved.
- Working on punch list items for final completion.
- **Dredging at Pine Shores, Cemetery Canal, & Gabordy Pond:**
- Pine Island is scheduled to be completed early summer
- Cemetery Canal is scheduled to start next month and be completed by end of summer
- Gabordy Pond is scheduled to be completed by Sept 2026

Parking Study
As of March 3, 2026

Right-Price Parking & Meter Technology

A Parking Guidance System is still in the works; we will open it up to all vendors with an RFP to ensure best price and service. This may add an additional month or two for rollout, but it will be worth it.

Looking at late spring to remove kiosks to save on maintenance costs and make payments easier for out-of-town visitors.

Trial removal of credit card transactions from kiosks has been successful. Utilization of mobile pay and QR code options has increased substantially.

Two mobile payment providers earmarked for rollout to provide choice and safeguard against server outages.

Technology & Data Integration

Parkopedia data remains accessible to the public.

All March road closures input into Waze for real-time updates.

Four locations identified for future real-time parking inventory and messaging signs.

Pursue Shared Parking Agreements

Still evaluating empty and underutilized areas for potential city partnerships to provide additional parking in strategic locations.

Multiple locations earmarked for further exploration.

City & County Coordination

Working with Volusia County Coastal Division to ensure off-beach and on-beach parking technology are optimally paired.

Continuing partnership to combine permit systems into a one-stop platform; agreement in drafting phase.

Communication plan to be implemented with anticipated early summer rollout.

Coordinating beach access ramp impacts to minimize traffic disruption.

Launch Remote Parking for Special Events

Parking and Mobility Department added to the City’s Special Event Committee to address parking and transportation before event approval.

Meeting with shuttle provider to determine viability for the summer season.

Webpage & Public Information

County parking registration link accessible; City Parking FAQs up to date.

Adding additional seasonal information for Spring Break and summer.

Developing event parking instructions including maps and remote parking opportunities.

All road closures posted to Google and Waze.

Develop Multimodal Master Plan

New bike rack installed at Flagler Boardwalk; two more planned along Flagler Ave.

Additional racks planned at fishing locations along Peninsula Ave and at Detwiler Park.

Early planning underway for enhanced crosswalks on Flagler and Canal.

Assistant City Attorney, NSBPD, and Parking Director working on expanded E-Bike Ordinance.

Parking Optimization & Signage

New rule signs installed in Canal and Flagler districts.

Bike trail signage installed near Edgewater NSB border.

Restriping completed on Flagler Ave, Canal Street, and city-owned Canal lots.

North Beach signage ready pending completion of construction.

North Beach & Future Planning

Awaiting completion of Sapphire sand replenishment project before launch.

Exploring modifications to required parallel parking to improve safety and traffic flow.

Monitoring anticipated vacancies (New Smyrna Utilities and Advent Health) for potential excess parking supply.

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

CONSIDER THE ADOPTION OF THE MINUTES FROM THE CITY COMMISSION REGULAR MEETING HELD ON TUESDAY, FEBRUARY 24, 2026.

March 10, 2026

Background:

The City Commission held a regular meeting on Tuesday, February 24, 2026. 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 February 24, 2026 - MINUTES.pdf

City Commission Regular Meeting
Tuesday, February 24, 2026, at 5:30 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, February 24, 2026, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

Mayor Fred E. Cleveland opened the meeting at 5:30 PM.

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Bill Kitchin Police Department Chaplain gave the invocation. Charlie and Jaxley Thompson led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper announced the removal of Item 8A.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: Recognizing National Future Farmers of America Week

The City Commission presented a Proclamation to the New Smyrna Beach High School Future Farmers of America.

4.B Presentation: Born Learning Trail and Story Trail

Melissa Mason, Early Learning Coalition, presented a PowerPoint presentation regarding the Born Learning Trail and Story trail.

4.C Presentation: Jessica Fentress, Volusia County Coastal Division Director

Jessica Fentress, Volusia County Coastal Division Director, outlined a PowerPoint presentation.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report. Police Chief Kirk provided an overview of the spring break planning initiatives for the city of New Smyrna Beach.

6. PUBLIC PARTICIPATION

Kevin Schweizer, 880 Catfish Avenue, 145 Canal Street, commented on the Mike Martin Pro event to be held on April 9-12, 2026. He inquired about the items needed for the event.

Marcie Robinson, 213 Robinson Road, noted higher traffic at the Crawford ramp beach approach during peak hours and reported two turtle deaths linked to this traffic.

Wendy Pennington, 305 Crawford Road, commented about the road traffic during peak beach times. She referred to February 14, 2026, weekend traffic, expressed concern for protecting the turtles and youth, and discussed safety issues.

Terry O'Donnell, 1413 North Atlantic Avenue, discussed concerns about traffic and speed involving motorized bicycles. He highlighted the dangers posed by these bikes and addressed issues related to beach traffic.

Mark Billings, 128 Mangrove Estates Circle, thanked the city for an excellent groundbreaking. He also expressed gratitude to Mr. Davenport for donating land to Habitat for Humanity.

Joel Llyod, 806 Sandwedge Drive, raised concerns about local vape shops, their products, and the presence of synthetic drugs, requested a city investigation, and submitted reports.

Donna Athearn, Chair of the Turnbull Creek Land Preservation Committee, stated that the land preservation deed restrictions needed updated language.

Buddy Davenport, 106 Grandview Drive, thanked the City Commission and staff for their reports. He commented on the FIND board meeting and advocated for his reappointment to the Utilities Commission.

7. CONSENT AGENDA

7.A Consider the adoption of the minutes from the City Commission regular meeting held on Tuesday, February 10, 2026.

Motion:

Vice Mayor McGuirk moved to adopt n of the minutes from the City Commission regular meeting held on Tuesday, February 10, 2026. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.B Consider the approval of a Dock Easement Agreement to replace an existing single-family residential dock along the east side of North Riverside Drive across from property addressed at 500 North Riverside Drive.

Motion:

Vice Mayor McGuirk moved to approve a Dock Easement Agreement to replace an existing single-family residential dock along the east side of North Riverside Drive across from property addressed at 500 North Riverside Drive. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.C Consider the approval of a Dock Easement Agreement to allow for a floating dock to be attached to an existing single-family residential dock and install a paver walkway from the paved road to the existing dock along the east side of North Riverside Drive across from property addressed at 504 North Riverside Drive.

Motion:

Vice Mayor McGuirk moved to approve a Dock Easement Agreement to allow for a floating dock to be attached to an existing single-family residential dock and install a paver walkway from the paved road to the existing dock along the east side of North Riverside Drive across from property addressed at 504 North Riverside Drive. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.D Consider the approval of a Dock Easement Agreement to install a single-family residential dock along the east side of North Riverside Drive across from property addressed at 634 North Riverside Drive.

Motion:

Vice Mayor McGuirk moved to approve a Dock Easement Agreement to install a single-family residential dock along the east side of North Riverside Drive across

from property addressed at 634 North Riverside Drive. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.E Consider the approval of a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of South Riverside Drive across from property addressed at 720 South Riverside Drive.

Motion:

Vice Mayor McGuirk moved to approve a Dock Easement Agreement to allow for a single-family residential dock to be located along the east side of South Riverside Drive across from property addressed at 720 South Riverside Drive. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.F Consider the approval of a renewal of the right of way maintenance contract with VerdeGo.

Motion:

Vice Mayor McGuirk moved to approve a renewal of the right of way maintenance contract with VerdeGo. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.G Consider the approval to award a contract to elevate six (6) homes to Byrdson Services, Inc.

Motion:

Vice Mayor McGuirk moved to approve of awarding a contract to elevate six (6) homes to Byrdson Services, Inc. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.H Consider the approval of the renewal of contracts for miscellaneous concrete repair.

Motion:

Vice Mayor McGuirk moved to approve of awarding a contract to elevate six (6) homes to Byrdson Services, Inc. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.I Consider the approval of a change order for park construction at Phil Hall Park with All State Civil Construction.

Motion:

Vice Mayor McGuirk moved to approve a change order for park construction at Phil Hall Park with All State Civil Construction. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

7.J Special Event: Consider the approval of the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday June 20, 2026.

Motion:
Vice Mayor McGuirk moved to approve the Lagoonigan Fishing Tournament after party at the Marine Discovery Center, to be held on Saturday June 20, 2026. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval for the installation of a Parking Guidance System (PGS) in the Canal Street and Flagler Avenue areas.

This item was removed from the agenda.

9. QUASI-JUDICIAL HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to consider Application No. HTR-1-26 - Historic Tree Removal of three (40", 41", and 45" DBH) trees on the commercial property for GBT Realty Corporation at 507 South Myrtle Avenue.

City Manager Cowper provided an introduction to Historic Tree Removal (HTR-1-26).

Michael Maiolo, Compliance Coordinator, outlined a PowerPoint presentation.

Scott Cole, GBT Realty, outlined a PowerPoint presentation regarding HRT-1-26.

Brent Lenzen, P.E. Kimley Horn, 200 South Orange Avenue Suite 600, provided clarification regarding the preservation of one historic tree.

Don Spence, Arborist, P.O. Box 1376, St Augustine FL, provided clarification regarding creating a tree well to keep the tree healthy.

Mayor Cleveland opened the public hearing.

As no citizens wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Vice Mayor McGuirk moved to approve Application No. HTR-1-26, a Historic Tree Removal request to remove two out of three trees—trees numbered 1 and 6: lifting protection requirements for the third tree, number 7 on the commercial property at 507 South

Myrtle Avenue, owned by GBT Realty Corporation. Mayor Cleveland seconded the motion. The motion passed by 4-1 majority vote with Commissioner Martin voting no.

10. PUBLIC HEARINGS

10.A Ordinance No. 76-25: Conduct a Second Reading of an Ordinance, which, if adopted, would create a definition and process for reviewing an application for a Certified Recovery Residence as required under Senate Bill 954.

A Public Hearing was conducted for adoption consideration of Ordinance No. 76-25.

City Attorney Avallone read Ordinance No. 76-25 for the second time by title only.

Stephanie Doster, Planning Manager, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

As no citizen wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 76-25 which would create a definition and process for reviewing an application for a Certified Recovery Residence as required under Senate Bill 954. Commissioner Ashley seconded the motion. The motion passed by 4-1 majority vote with Mayor Cleveland voting no.

10.B Ordinance No. 20-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate a portion of Citron Street, north of the SR 44 overpass.

A public hearing was conducted for adoption consideration of Ordinance No. 20-26

City Attorney Avallone read Ordinance No. 20-26 for the second time by title only.

Jake Baker, Senior Planner, outlined a PowerPoint presentation.

Glenn Storch, 420 South Nova Road, outlined a PowerPoint presentation.

Mayor Cleveland opened the public hearing.

As no citizen wished to speak, Mayor Cleveland closed the public hearing.

Motion:
Commissioner Martin moved to adopt Ordinance No. 20-26 which would vacate a portion of Citron Street, north of SR 44 overpass. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

10.C Ordinance No. 21-26: Conduct a Second Reading and Public Hearing of an Ordinance, which, if adopted, would vacate a portion of Buck Lane for the future expansion of Fire Station #50.

A public hearing was conducted for adoption consideration of Ordinance No. 21-26

City Attorney Avallone read Ordinance No. 21-26 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, Mayor Cleveland closed the public hearing.

Motion:
Commissioner Ashley moved to adopt Ordinance No. 21-26 which would vacate a portion of Buck Lane for the future expansion of Fire Station #50. Commissioner Perrine seconded the motion. The motion passed by unanimous vote.

11. ORDINANCES FIRST READINGS

11.A Ordinance No. 22-26: Conduct a First Reading of an Ordinance, which, if adopted, upon Second Reading and Public Hearing would authorize the Utilities Commission, City of New Smyrna Beach to enter into an Agreement for longer than four (4) years with Revinu to provide Biosolid Disposal Services.

City Attorney Avallone read Ordinance No. 22-26 for the first time by title only. She announced that second reading and public hearing is scheduled for Tuesday, March 10, 2026.

12. BOARDS AND COMMISSIONS

12.A Utilities Commission: Consider the appointment of one (1) member to serve an unexpired three-year term, expiring on September 8, 2027.

Mr. James Davenport was unanimously re-appointed to serve on the Utilities Commission.

12.B Board Vacancy Notice: The Code Compliance Board currently has three (3) unfilled three-year term length vacancy, which will expire on March 4, 2026.

13. MAYOR AND COMMISSIONER COMMENTS

Commissioner Ashley made remarks regarding the Office of the City Clerk and developed a new job description for the City Clerk position.

Commissioner Martin provided clarification regarding her vote on the Historic Tree Removal (HTR-1-26). She also offered remarks concerning events such as Mardi Gras, the Art Fiesta, and the Black Heritage Festival. Additionally, she commented on the police care program implemented by the police department.

Commissioner Perrine reported that the First Step shelter event raised over $42,000. She also commented on the city clerk job description, requesting additional background and history.

Vice Mayor McGuirk addressed the Volusia County beach app, acknowledged the county's initiatives regarding beach access, and remarked on the Mike Martin surf celebrations.

Mayor Cleveland discussed Mike Martin's surf celebrations, highlighted Public Works' repaving projects along the beach, acknowledged Jessica Fentrss's efforts towar.d beach revitalization, and mentioned State Road 44 improvements initiated by the City Manager. He noted that Leisure Services organized the Art Fiesta and praised the instructors who participated in the Mayor's fitness challenge. Additionally, the Mayor spoke about the Flagler Avenue Business Association Mardi Gras parade, and the Canal Street Nights.

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

15.A Legislative Updates as of February 17th.

City Attorney Avallone provided an update regarding the Legislative Session.

16. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 9:05 PM.

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

RESOLUTION NO. 04-26: CONSIDER THE ADOPTION RESOLUTION NO. 04-26 WHICH IF ADOPTED WOULD UPDATE THE HOURS OF OPERATION FOR PARKS AND RECREATION FACILITIES.

March 10, 2026

Background:

The city has recently installed lights at the skate park and is about to complete construction of Phil Hall Park which will have six new pickleball courts and a dog park. With significant changes coming to city Parks and Recreation facilities, staff reviewed the resolution which illustrates the hours for these facilities to make updates and necessary changes. Resolution 21-19 was adopted in June 2019 and has been in place since. This update to the Parks and Recreation hours will allow city staff to best manage and maintain facilities, better define facility's operating hours, and assist with the police department's ability to safely patrol the city after hours.

Proposed changes to the resolution have been reviewed with the Public Work Director and Police Chief.

Noteworthy changes include:

- Standardization of boat ramps, boat launches, and fishing piers all moving to 24/7 access.
- Establishing set time for city's hardcourt lights to be schedule until, 9:00 pm
- Establishing dog parks to be open dawn to dusk
- Establishing consistency in beachside park's opening and closing times
- Allowing for greater flexibility in recreation center's schedules of operations
- Overall, we are creating more opportunity for accessibility to parks and recreation space.
- Police Chief and Public Works Director have reviewed and support.

Fiscal Analysis:

n/a

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Resolution No. 21-19 Establishing Parks and Rec Facility Operating Hours.pdf
Res 04-26 Parks and Rec Hours of Operation.pdf
P&R Facility Hours Resolution Comparison.pdf

RESOLUTION NO. 21-19

A RESOLUTION ESTABLISHING HOURS OF OPERATION FOR PARKS AND RECREATION FACILITIES IN THE CITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 58, Section 58-2 of the New Smyrna Beach City Code, as amended by Ordinance No. 15-19, provided for the City Manager to establish the facility hours for parks and recreation areas within the City by resolution; and

WHEREAS, the City Manager has established the following hours for the city facilities; and

WHEREAS, the City Commission feels it is in the best interests of the citizens of New Smyrna Beach to approve the hours established by the City Manager.

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

SECTION 1: ***Parks and Recreation Facility Hours.*** The City Manager hereby establishes that all public parks, athletic fields, tennis courts, basketball courts and recreational facilities of the city are open to the public between sunrise and sunset and closed between sunset and sunrise, unless otherwise provided below:

27th Avenue Park shall open 1 hour before sunrise until 11:00 p.m.

Alonzo "Babe" James Community Center shall be open from 8:00 a.m. to 8:00 p.m., Monday through Friday, and 9:00 a.m. to 7:00 p.m. on Saturdays, unless an event or activity is approved by the Leisure Services Director

Brannon Center hours to be determined by Leisure Services Director based on event or activity scheduled

Buena Vista Park (except for the easterly parking area and pier which shall remain open to 11:00 p.m.)

Callalisa Park shall close at 11:00 p.m.

Christmas Park shall close at 11:00 p.m., unless the event or activity is approved by the Leisure Services Director.

City Gym hours to be determined by Leisure Services Director based on event or activity scheduled

Coronado Civic Center hours to be determined by Leisure Services Director based on event or activity scheduled

Detwiler Park

Dog Park

Due East Fishing Pier shall close at 11:00 p.m.

Emory L. Bennett Park

Esther Street Park shall open 1 hour before sunrise until 11:00 p.m.

Flagler Avenue Boardwalk shall open 1 hour before sunrise until 11:00 p.m.

Grayce Kenemer Barck North Community Beach Park shall open 1 hour before sunrise until 11:00 p.m.

Hillsboro Street Fishing Pier

Holland Park

Indian River Lagoon Preserve – Daylight savings - Open to motor vehicles from 9:00 a.m. – 7:00 p.m.; All other days: Open to motor vehicles from 9:00 a.m. to 5:00 p.m. or as otherwise approved by the City Commission as part of the Management Agreement with the Marine Discovery Center

Inlet Shores Park

Live Oak Cultural Center hours to be determined by Leisure Services Director based on event or activity scheduled

Marianne Clancy Park shall close at 9:00 p.m.

Mary Avenue Park

Multi-Use Trail

Municipal Sports Complex (unless the event or activity is approved by the Sports Complex Manager)

Myrtle Avenue Park

North Causeway Boat Ramps shall be open 24 hours a day, 7 days a week

Old Fort Park shall close at 11:00 p.m.

Pettis Park shall be open from 7:00 a.m. to 9:00 p.m.

Riverside Park shall close at 11:00 p.m. (except fishing pier is open 24 hours, 7 days a week)

Skate Park shall be open from 12:00 p.m. to 8:00 p.m., Monday through Friday, and from 10:00 a.m. to 8:00 p.m. on Saturdays and Sundays

Swoope Boat Ramp shall be open 24 hours a day, 7 days a week

Rocco Park (except fishing pier is open 24 hours, 7 days a week)

Turnbull Street Park

Waterfront Promenade

Women's Club hours to be determined by Leisure Services Director based on event or activity scheduled

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Cami Avallone

CARRIE AVALLONE
City Attorney

DATE: 5/31/19

The Within and Foregoing Resolution No. 21-19 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 June 11, 2019. Motion was made by Commissioner Kolody, 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 RUSSELL OWEN	Yes
VICE MAYOR RANDY HARTMAN	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER MICHAEL KOLODY	Yes
COMMISSIONER JACOB D. SACHS	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)

Kelly McLiller

As City Clerk of the City of New Smyrna Beach, Florida

RESOLUTION NO. 21-19

RESOLUTION NO. 04-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH REPEALING AND REPLACING RESOLUTION NO. 21-19, PARKS AND RECREATION FACILITY HOURS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 58, Section 58-2 of the New Smyrna Beach City Code, provided for the City Manager to establish the facility hours for parks and recreation areas within the City by resolution; and

WHEREAS, Resolution No. 21-19 was adopted establishing those facility hours for the City's parks and recreation areas; and

WHEREAS, new parks have been added to the city since the adoption of Resolution No. 21-19; and

WHEREAS, the City Commission feels it is in the best interests of the citizens of New Smyrna Beach to approve the hours established by the City Manager.

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

SECTION 1: ***Repealing Resolution 21-19.*** Resolution No. 21-19 is hereby repealed and replaced by the language in Section 2 below.

SECTION 2: ***Parks and Recreation Facility Hours.*** The City Manager hereby establishes that all public parks, athletic fields, tennis courts, basketball courts and recreational facilities of the city are open to the public between sunrise and sunset and closed between sunset and sunrise, unless otherwise provided below:

Boat Ramps, Launches, and Fishing Piers – shall be open 24 hours a day, 7 days a week

Buena Vista Park Fishing Pier

Callalisa Park Boat Launch

North Causeway Boat Ramps

Riverside Park Fishing Pier

Rocco Park Fishing Pier

Swoope Boat Ramp

Hardcourts – lights on city hardcourts will be scheduled until 9:00 pm daily

Detwiler Park

Pettis Park

Phil Hall Park

Rocco Park

Dog Parks – shall be open dawn to dusk

Phil Hall Park

Sports Complex

Parks with beach access – shall be open 1 hour prior to sunrise and until 11:00 pm

27th Avenue Park

Esther Street Park

Flagler Avenue Boardwalk

Grayce Kenemer Barck North Community Park

Marianne Clancy Park

Parks without lights or with restrooms – shall be open until 9:00 pm

Buena Vista Park

Christmas Park

Detwiler Park

Emory L. Bennett Park

Holland Park

Inlet Shores Park

Mary Avenue Park

Myrtle Avenue Park

Old Fort Park

Pettis Park

Riverside Park

Rocco Park

Turnbull St. Park

Recreation Centers – Hours to be determined by Leisure Services Director based on events or activities scheduled.

Alonzo "Babe" James Community Center

Brannon Center

City Gym

Coronado Civic Center

Live Oak Cultural Center

Sports Complex

Indian River Lagoon Preserve Park – Daylight savings - Open to motor vehicles from 9:00 a.m. – 7:00 p.m.; All other days: Open to motor vehicles from 9:00 a.m. to 5:00 p.m. or as otherwise approved by the City Commission as part of the Management Agreement with the Marine Discovery Center.

Skate Park - shall be open from 1:00 p.m. to 9:00 p.m., Monday through Friday, and from 12:00 pm to 9:00 pm on Saturdays and Sundays.

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: 3/3/2026

Parks and Recreation Hours Comparison - March 3, 2026

	Proposed			Current		Notes/Comments
Piers/Ramps/Launches	**Open**	**Close**		**Open**	**Close**	Create uniformity throughout parks for consistency of policy and enforcement
Buena Vista Park Fishing Pier	24/7			Sunrise	11:00 PM	
Callalisa Park Boat Launch	24/7			Sunrise	11:00 PM	
North Causeway Boat Ramp	24/7			24/7		
Riverside Park Fishing Pier	24/7			24/7		
Rocco Park Fishing Pier	24/7			24/7		
Swoope Boat Ramp	24/7			24/7		
Hardcourts	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
Detwiler Park	Sunrise	9:00 PM		Sunrise	Sunset	Create uniformity throughout parks for consistency of policy and enforcement
Pettis Park	Sunrise	9:00 PM		9:00 AM	7:00 PM	
Phil Hall Park	Sunrise	9:00 PM		N/A		
Rocco Park	Sunrise	9:00 PM		Sunrise	Sunset	
Dog Parks	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
Phil Hall Park	Sunrise	Sunset		Sunrise	Sunset	New name for "Dog Park"
Sports Complex	Sunrise	Sunset		N/A		SC dog park not previously on P&R hours resolution
Beach Access Parks	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
27th Avenue Park	1 hour before sunrise	11:00 PM		1 hour before sunrise	11:00 PM	Create uniformity throughout parks for consistency of policy and enforcement
Esther St. Park	1 hour before sunrise	11:00 PM		1 hour before sunrise	11:00 PM	
Flagler Ave. Boardwalk	1 hour before sunrise	11:00 PM		1 hour before sunrise	11:00 PM	
Grayce Kenemer Barck North Community Park	1 hour before sunrise	11:00 PM		1 hour before sunrise	11:00 PM	
Marianne Clancy Park	1 hour before sunrise	11:00 PM		Sunrise	9:00 PM	
Parks w/ Restrooms or without Lights	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
Buena Vista Park	Sunrise	9:00 PM		Sunrise	Sunset	Create uniformity throughout parks for consistency of policy and enforcement
Christmas Park	Sunrise	9:00 PM		Sunrise	11:00 PM	
Detwiler Park	Sunrise	9:00 PM		Sunrise	Sunset	
Emory L. Bennett Park	Sunrise	9:00 PM		Sunrise	Sunset	
Holland Park	Sunrise	9:00 PM		Sunrise	Sunset	
Inlet Shores Park	Sunrise	9:00 PM		Sunrise	Sunset	
Mary Avenue Park	Sunrise	9:00 PM		Sunrise	Sunset	
Myrtle Avenue Park	Sunrise	9:00 PM		Sunrise	Sunset	
Old Fort Park	Sunrise	9:00 PM		Sunrise	11:00 PM	
Pettis Park	Sunrise	9:00 PM		7:00 AM	9:00 PM	
Riverside Park	Sunrise	9:00 PM		Sunrise	11:00 PM	
Rocco Park	Sunrise	9:00 PM		Sunrise	Sunset	
Turnbull St. Park	Sunrise	9:00 PM		Sunrise	Sunset	
Recreation/Event Centers	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
Babe James Community Center	Determined by LS Director			8:00 AM	8:00 PM	Hours will remain M-F 8-8, Saturday 10-6, Sunday 7-2. Allows department to marry ordinance with operations.
Brannon Center	Determined by LS Director			Determined by LS Director		No Changes
City Gym	Determined by LS Director			Determined by LS Director		No Changes
Coronado Civic Center	Determined by LS Director			Determined by LS Director		No Changes

Live Oak Cultural Center	Determined by LS Director			Determined by LS Director		No Changes
Sports Complex	Determined by LS Director			Determined by Complex Manager		Change from Manager to Director
	Open	**Close**		**Open**	**Close**	**Notes/Comments**
Indian River Lagoon Preserve Park	9:00 AM	5:00 PM		9:00 AM	5:00 PM	No changes. Park also has daylight savings hours open until 7 PM. MDC closes park.
Skate Park	1:00 PM	9:00 PM		12:00 PM	8:00 PM	City now operates Skate Park, formerly third party vendor. New lights installed at Skate Park. Current hours M-F 12-8, SS 10-8. Proposed hours M-F 1-9, SS 12-9
Removed	**Open**	**Close**		**Open**	**Close**	**Notes/Comments**
Due East Fishing Pier	N/A	N/A		Sunrise	11:00 PM	Not a park and does not have a parking lot.
Hillsboro St. Fishing Pier	N/A	N/A		Sunrise	11:00 PM	Not a park and does not have a parking lot.
Multi-Use Trail	N/A	N/A		Sunrise	Sunset	Not a park
Waterfront Promenade	N/A	N/A		Sunrise	Sunset	Could not be determined what this park was
Women's Club	N/A	N/A		Determined by LS Director		City no longer owns Women's Club

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

RESOLUTION NO. 05-26: CONSIDER THE ADOPTION OF RESOLUTION NO. 05-26 WHICH IF ADOPTED WOULD APPROVE MODIFICATION #5 FOR HMGP 4337-374-R.

March 10, 2026

Background:

The proposed fifth modification provides two benefits to the City extending the period of performance or time to close out the project to May 31, 2026 and allocating additional federal funds ($13,865) to cover subrecipient management costs (SRMC) which reimburses the City 100% for consultant fees (i.e. Pegasus Engineering) thereby reducing out of pocket expenses.

As a refresher on the background of the previous four (4) amendments approved by City Commission these are described as follows:
Amendment #1: Reduced the scope of work from elevating 4 homes to 3 homes and adjusted one structure to be lifted 8' above grade in lieu of 10'.
Amendment #2: Adjusted the grant funding to be in line with the Contractor's bid amount for a federal grant participation of 75% (max. allowed).
Amendment #3: Time revision only extending period of agreement to November 30, 2024.
Amendment #4: Time extension only extending period of agreement to November 30, 2025.

Findings:

Staff endorses approval of the current modification providing additional time for project closure which includes paying the Contractor retainage funds being withheld as FDEM approval was attained and submitting such costs to the State for reimbursement along with qualifying additional funds for SRMC costs borne by the City to be reimbursed as well.

Fiscal Analysis:

There are no monetary implications to the agreement in fact the project has been closed out with field inspections being satisfactorily approved by FDEM and the final retainage amount released to the Contractor (via account #101.54.541.54101.567201.21HMP).

Strategic Plan Item:

No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

4337-374-R MOD#5 for City Signature (01-12-26).pdf
Res 05-26 FDEM Mod #5 Elevate 3 Homes.pdf

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of New Smyrna
PROJECT #:	4337-374-R
PROJECT TITLE:	City of New Smyrna Beach, Three (3) Flood-Prone Homes, Elevations
HMGP CONTRACT #:	H0616
SM CONTRACT #: (if applicable)	
MODIFICATION #:	5

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kyle Fegley **City Engineer** **210 Sams Avenue** **New Smyrna Beach, Florida 32168**

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of New Smyrna Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)-328-3345 or email me at **Sydney.Anderson@em.myflorida.com**.

Contract Number: H0616

Project Number: 4337-374-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF NEW SMYRNA BEACH

This Modification Number Five made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of New Smyrna Beach ("the Sub-Recipient") to modify Contract Number H0616, dated September 15, 2021, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $783,975.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by $13,865.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:
   (8) PERIOD OF AGREEMENT
   This Agreement shall begin September 15, 2021 and shall end May 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $13,865.00, for the maximum amount payable under the Agreement to $797,840.00, (Seven Hundred Ninety-Seven Thousand Eight Hundred Forty Dollars and Zero Cents)

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 5th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and

returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(5th Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate three (3) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-374-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to mitigate three (3) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall elevate in place the existing one-story structures 8.0 feet above their Lowest Floor Elevation (LFE). At a minimum, the subject structures are required to be elevated 1.5 feet above the Base Flood Elevation (BFE) or highest known flood level, whichever is higher; plus, 3.0 feet to account for sea level rise. The proposal includes mobilization and site preparation, installation of beams, cribbing and jacks for raising the structures to the required height, demolition of existing foundation and installation of new foundation system based on pilings. Reinforcement of the existing concrete floor slabs shall be completed, as needed. Once the structures are elevated, extension and reconnection of utilities shall be provided and the electrical and mechanical equipment outside of the structures shall also be elevated to required height. Construction of appropriate means of ingress and egress shall be provided, and site restoration shall be completed. The structures must be structurally sound and capable of being elevated safely. Upon completion, a final Elevation Certificate shall be obtained for each property to verify appropriate elevation. This project shall mitigate the continuous flooding and losses experienced during past storm events.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Property Address	Base Flood Elevation (NAVD88)	Lowest Floor Elevation (NAVD88)	Proposed Elevation Height (NAVD88)	Coordinates
1)	610 Goodwin Avenue, New Smyrna Beach, Florida 32169	5.0 feet	4.52 feet	12.52 feet	(29.033394, -80.902010)
~~2)~~	~~621 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	Removed (03/11/22)			
3)	2636 Sunset Drive, New Smyrna Beach, Florida 32168	6.0 feet	4.81 feet	12.81 feet	(29.060586, -80.960899)

4)	2700 Sunset Drive, New Smyrna Beach, Florida 32168	6.0 feet	4.90 feet	12.90 feet	(29.062599, -80.960634)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

    1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

i) Letter verifying compliance with the National Historic Preservation Act, to include whether archeological deposits or human remains were encounter during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Final report from Secretary of Interior (SOI) qualified archaeologist that was present during construction activities.

k) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were

made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of three (3) single-family residences located in New Smyrna Beach, Florida 32168 and 32169, to include elevation in place of existing structures.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The Sub-Recipient will provide a full-time on-site SOI qualified archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor shall have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor shall be on site during all construction activities for the course of the entire project and a final report shall be submitted to the Florida SHPO and the Division upon completion of the proposed work.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) Special Conditions required on implementation of project:

    a) **NHPA CONDITION:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. This condition should be implemented into the project plans to ensure that contractors are aware of it. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    b) **NHPA CONDITION**: The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    c) **NHPA CONDITION**: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

21) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-374-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 23, 2021; this Agreement was executed on September 15, 2021; and the Period of Performance for this project shall end on **May 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	6	Months
Construction Plan/Technical Specifications:	6	Months
Bidding / Local Procurement:	6	Months
Permitting:	5	Months
Construction / Installation:	28	Months
Local Inspections / Compliance:	4	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**61**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$994,300.00	$745,725.00	$248,575.00
Labor:	$0.00	$0.00	$0.00
Fees:	$3,000.00	$2,250.00	$750.00
Initial Agreement Amount:	**$997,300.00**	**$747,975.00**	**$249,325.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$997,300.00**	**$747,975.00**	**$249,325.00**
****SRMC**			
SRMC:	$49,865.00	$49,865.00	
SRMC Total:	**$49,865.00**	**$49,865.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $0.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

**** ***Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $49,865.00 in Federal funding.*** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$747,975.00	(75.00%)
Non-Federal Share:	$249,325.00	(25.00%)
Total Project Cost:	**$997,300.00**	**(100.00%)**
SRMC (100% Federal)	$49,865.00	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

RESOLUTION NO. 05-26

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE APPROVAL OF MODIFICATION NUMBER FIVE TO THE SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NEW SMYRNA BEACH PROJECT NUMBER 4337-374-R, FOR THE ELEVATION OF THREE SINGLE FAMILY HOMES; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach entered into a federally funded subaward and grant agreement for Project Number 4337-374-R with the State of Florida Division of Emergency Management (DEM), for the elevation of four homes as a result of hurricane Irma's impact to the city residents; and

WHEREAS, the City of New Smyrna Beach entered into Modification No. One to that Subgrant Agreement with DEM due to one property owner electing not to continue with the project and the proposed elevation of another home decreasing from 10' above grade to 8' above grade, necessitating a modification to the agreement; and

WHEREAS, the City of New Smyrna Beach entered into Modification No. Two to increase funding under the agreement due to rising construction costs; and

WHEREAS, the City of New Smyrna Beach entered into Modification No. Three to extend the terms of the Agreement until November 30, 2024, to fulfill DEM guidelines and to revise the elevations of the homes; and

WHEREAS, the City of New Smyrna Beach entered into Modification No. Four to extend the terms of the Agreement until November 30, 2025; and

WHEREAS, the State of Florida Division of Emergency Management and the City of New Smyrna Beach desire to enter into Modification Number Five to extend the time to May 31, 2026, and allocating additional federal funds to cover subrecipient management costs to the Subgrant Agreement Project Number 4337-374-R; and

WHEREAS, the State of Florida Division of Emergency Management has requested the City of New Smyrna Beach to execute and deliver Modification Number Five to the Subgrant Agreement for the aforementioned project, Project Number 4337-374-R.

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 Division of Emergency Management Modification Number Five to the Subgrant Agreement for the aforementioned project, Project Number 4337-374-R, which 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: 3/2/2026

EXHIBIT "A"

Contract Number: H0616

Project Number: 4337-374-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND CITY OF NEW SMYRNA BEACH

This Modification Number Five made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of New Smyrna Beach ("the Sub-Recipient") to modify Contract Number H0616, dated September 15, 2021, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $783,975.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2025; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by $13,865.00 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin September 15, 2021 and shall end May 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $13,865.00, for the maximum amount payable under the Agreement to $797,840.00, (Seven Hundred Ninety-Seven Thousand Eight Hundred Forty Dollars and Zero Cents)

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 5th Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and

returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF NEW SMYRNA BEACH

By:_____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By:_____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A

(5th Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to elevate three (3) single-family residences in New Smyrna Beach, Volusia County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-374-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of New Smyrna Beach, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to provide flood protection to mitigate three (3) single-family residences located in New Smyrna Beach, Florida 32168 and 32169.

The scope of work of the proposed project shall elevate in place the existing one-story structures 8.0 feet above their Lowest Floor Elevation (LFE). At a minimum, the subject structures are required to be elevated 1.5 feet above the Base Flood Elevation (BFE) or highest known flood level, whichever is higher; plus, 3.0 feet to account for sea level rise. The proposal includes mobilization and site preparation, installation of beams, cribbing and jacks for raising the structures to the required height, demolition of existing foundation and installation of new foundation system based on pilings. Reinforcement of the existing concrete floor slabs shall be completed, as needed. Once the structures are elevated, extension and reconnection of utilities shall be provided and the electrical and mechanical equipment outside of the structures shall also be elevated to required height. Construction of appropriate means of ingress and egress shall be provided, and site restoration shall be completed. The structures must be structurally sound and capable of being elevated safely. Upon completion, a final Elevation Certificate shall be obtained for each property to verify appropriate elevation. This project shall mitigate the continuous flooding and losses experienced during past storm events.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, National Flood Insurance Program (NFIP) standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Property Address	Base Flood Elevation (NAVD88)	Lowest Floor Elevation (NAVD88)	Proposed Elevation Height (NAVD88)	Coordinates
1)	610 Goodwin Avenue, New Smyrna Beach, Florida 32169	5.0 feet	4.52 feet	12.52 feet	(29.033394, -80.902010)
~~2)~~	~~621 Goodwin Avenue, New Smyrna Beach, Florida 32169~~	Removed (03/11/22)			
3)	2636 Sunset Drive, New Smyrna Beach, Florida 32168	6.0 feet	4.81 feet	12.81 feet	(29.060586, -80.960899)

4)	2700 Sunset Drive, New Smyrna Beach, Florida 32168	6.0 feet	4.90 feet	12.90 feet	(29.062599, -80.960634)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

   The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

   The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

   The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

   Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Local Building Official Building Permit.

b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.

   1. Certifying that the structure is code-compliant.

c) A Copy of the Elevation Certificate before mitigation, if available.

d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.

e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.

g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.

h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

   "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."

i) Letter verifying compliance with the National Historic Preservation Act, to include whether archeological deposits or human remains were encounter during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.

j) Final report from Secretary of Interior (SOI) qualified archaeologist that was present during construction activities.

k) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

   The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were

made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of elevation of three (3) single-family residences located in New Smyrna Beach, Florida 32168 and 32169, to include elevation in place of existing structures.

The habitable living areas of the original structures shall be elevated, and the non-habitable areas (if any) shall be converted to storage or parking. The project shall be designed and constructed in compliance with the Florida Building Code, ASCE 24-14 or latest edition, NFIP standards in 44 CFR, Part 60 and/or local floodplain ordinances or any other applicable local regulations.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.

3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.

4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.

5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.

6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and

approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

5) The Sub-Recipient will provide a full-time on-site SOI qualified archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor shall have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor shall be on site during all construction activities for the course of the entire project and a final report shall be submitted to the Florida SHPO and the Division upon completion of the proposed work.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) A copy of the recorded deed amendment for each property as required by HMA Guidance.

9) For structures located in the Special Flood Hazard Area (SFHA), the Sub-Recipient shall verify if the proposed project triggers a substantial improvement and confirm that the project will be in compliance with the current local floodplain management ordinance.

10) For structures that remain in the SFHA after implementation, flood insurance must be maintained for the life of the structure to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular properties.

    Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

    "This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, notwithstanding any other provision of law, no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Section 60.3 and any city/county ordinance."

11) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required prior to project commencement AND for project closeout.

12) The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

13) A certificate of occupancy and the final Elevation Certificate (FEMA Form - Elevation Certificate -ff-206-fy-22-152) for each structure on the project to certify the structure is code compliant and was elevated to the required elevation.

14) A copy of the recorded deed for each property, including structure elevation project deed requirements for property maintenance and flood insurance requirements.

15) A signed Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance form for each structure.

16) A certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, even in locations where no code has been adopted.

17) Front, rear and side photographs of the final structure(s), including the date of the photograph, property address, latitude/longitude to the nearest sixth decimal place and the source of the photograph.

18) Verification of flood insurance policy for each structure.

19) Closeout of structural elevation project, the Sub-Recipient shall provide:

    a) Updated property information for each location.

    b) A Certificate of Occupancy, certifying that each structure is code-compliant.

    c) A Final Elevation Certificate (FEMA Form FF-206-FY-22-152) for each structure to ensure the structure has been elevated to the proper elevation.

20) Special Conditions required on implementation of project:

    a) **NHPA CONDITION:** If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. This condition should be implemented into the project plans to ensure that contractors are aware of it. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    b) **NHPA CONDITION**: The Sub-Recipient will provide a full-time on-site SOI Qualified Archaeologist to monitor all construction activities, preferably one with osteological experience and the ability to identify human skeletal material. The archaeological monitor will have full stop authority if anything of archaeological or historic concern is encountered. The archaeological monitor will be on site during all construction activities for the course of the entire project and a final report will be submitted to the Florida SHPO and FEMA upon completion of the proposed work. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

    c) **NHPA CONDITION**: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

21) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

    b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

    c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-374-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on April 23, 2021; this Agreement was executed on September 15, 2021; and the Period of Performance for this project shall end on **May 31, 2026**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

State Contracting:	6	Months
Construction Plan/Technical Specifications:	6	Months
Bidding / Local Procurement:	6	Months
Permitting:	5	Months
Construction / Installation:	28	Months
Local Inspections / Compliance:	4	Months
State Final Inspection / Compliance:	3	Months
Closeout Compliance:	3	Months
Total Period of Performance:	**61**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	$994,300.00	$745,725.00	$248,575.00
Labor:	$0.00	$0.00	$0.00
Fees:	$3,000.00	$2,250.00	$750.00
Initial Agreement Amount:	**$997,300.00**	**$747,975.00**	**$249,325.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$997,300.00**	**$747,975.00**	**$249,325.00**
****SRMC**			
SRMC:	$49,865.00	$49,865.00	
SRMC Total:	**$49,865.00**	**$49,865.00**	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

***** **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $49,865.00 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	$747,975.00	(75.00%)
Non-Federal Share:	$249,325.00	(25.00%)
Total Project Cost:	**$997,300.00**	**(100.00%)**
SRMC (100% Federal)	$49,865.00	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:	
Title:	
Agency Agreement/Contract #	
Total Contract Amount	
Contract Term:	

Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL TO AWARD RFQ 03-26-DS FOR PROFESSIONAL ARCHAEOLOGICAL CONTINUING CONSULTANT SERVICES TO ARDURRA GROUP, INC., SMYRNEA ARCHAEOLOGICAL RESEARCH INSTITUTE, AND SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC

March 10, 2026

Background:

On October 27, 2025, the city advertised RFQ 03-26-DS for Professional Archaeological Continuing Consultant Services. The intent is to select qualified firms and/or individuals with the capability and interest of providing prompt and efficient archaeological services. Services under this contract shall include review all applicable ground disturbances on city-owned or maintained property in Archaeological Zones I and II, conduct such testing, excavations, or monitoring as required by Chapter 50 of the Code of Ordinances, prepare or oversee preparation of a final report, record archaeological sites, participate in the planning state of applicable projects, maintain and update the archaeological base map, and identify contributing structures located within the National Registered Historic District. Services to be provided under this agreement will be provided on an as-needed basis using purchase orders issued by the City.

Proposed Evaluation:

In response to the advertisement, the City received submittals from the following five (5) firms:

Ardurra Group, Inc.

GAI Consultants

Smyrnea Archaeological Research Institute

Southeastern Archaeological Research, LLC

Trileaf

An evaluation committee meeting was held on January 15, 2026. The evaluation committee consisting of three (3) Staff Members, openly discussed each proposal, and scored each submittal. As a result of the meeting, the final scores were as follows:

97.00 Smyrnea Archaeological Research Institute

96.67 Ardurra Group, Inc.

96.67 Southeastern Archaeological Research, LLC

95.00 GAI Consultants

92.67 Trileaf

With the consensus of the committee members, it was determined to recommend awarding the contracts to the top three (3) ranked firm:

Smyrnea Archaeological Research Institute

Ardurra Group, Inc.

Southeastern Archaeological Research, LLC

The Committee members made their determination based on overall experience of the firm and employees, past performance of the firm, ability to meet schedule and budget requirements, and projected workload of the firm. The top three (3) ranked firms were determined to be the most responsive and responsible proposers meeting the needs of the City.

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.

Findings:

Staff recommends that the City Commission approve and award contracts to Ardurra Group, Inc., Smyrnea Archaeological Research Institute, and Southeastern Archaeological Research, LLC, for an initial term of three (3) years from the date of award. Upon mutual consent of both parties, the agreements may be renewed administratively under the same terms and conditions for one (1) optional two (2) year period. The maximum cumulative term of the agreements, including all renewals, shall not exceed five (5) years.

Fiscal Analysis:

Each work order will be issued based on the specific services requested and billed in accordance with the fee structure outlined in each firm's proposal. Funding for consultant services is budgeted under Other Professional Services, account number 001.51.515.51501.531099.

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

RFQ 03-26-DS Professional Archaeological Continuing Consultant Services w attachments.pdf
Evaluation Report.pdf
Ardurra - Contract - Proposal - Fee Schedule - HTA - COI.pdf
Smyrnea Archaeological - Contract - Proposal - Fee Schedule - HTA - COI.pdf
Southeastern Archaeological Research LLC - Contract - Proposal - Fee Schedule - HTA - COI.pdf

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

https://www.cityofnsb.com/

RFQ 03-26-DS

PROFESSIONAL ARCHAEOLOGICAL CONTINUING CONSULTANT SERVICES

RELEASE DATE: October 27, 2025
DEADLINE FOR QUESTIONS: November 7, 2025
RESPONSE DEADLINE: December 8, 2025, 5:00 pm

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

City of New Smyrna Beach

RFQ 03-26-DS

Professional Archaeological Continuing Consultant Services

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. Historical Background .....
V. Scope of Services .....
VI. General Information .....
VII. Submittal Requirements .....
VIII. Insurance Requirements .....
IX. Federal Conditions .....
X. Required Responses .....

Attachments:
A - Public Records
B - Draft Contract
C - Required Forms
D - Federal Contract Provisions

I. Public Notice

03-26-DS

Professional Archaeological Continuing Consultant Services

The City of New Smyrna Beach is accepting Letters of Interest and Statements of Qualifications from interested and qualified firms and/or individuals that are interested in providing Professional Archaeological Consultant services to the City of New Smyrna Beach.

The 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, Monday, October 27, 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 "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 is accepting Letters of Interest and Statements of Qualifications from interested and qualified firms and/or individuals that are interested in providing Professional Archaeological Consultant services to the City of New Smyrna Beach. In order to be considered for award and to be further evaluated, proposer must be a registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice.

The intent of this solicitation is to establish a pool of firms or individuals to perform salvage excavation as the City Archaeologist. The City Archaeologist is defined in the Land Development Regulations (LDR) as the person/firm who shall meet the city's requirements and the standards

for membership by the register of professional archaeologists and shall have a demonstrated background in historic and prehistoric archaeology.

It is anticipated that a minimum of three (3) individuals or firms may be selected for a contract. The city makes no covenant or promise as to the number of available projects or that the firm(s) will perform any project for the city during the life of the contract. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

During this period, the City shall reserve the right to seek qualifications and/or proposals from other individuals or firms for specialized projects, as deemed to be in the best interest of the City.

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	October 27, 2025

Deadline for Written Questions	November 7, 2025, 5:00pm
Proposal Submission Deadline	December 8, 2025, 5:00pm
Opening of Submittals (Non-Mandatory)	December 9, 2025, 9:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338, Phone Conference ID: 827 848 429#
Evaluation Meeting (Non-Mandatory)	December 18, 2025, 10:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338, Phone Conference ID: 189 294 126#
Presentations (If Applicable)	TBD
Recommendation of award to City Commission	January 13, 2026

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.

CCNA: Consultants Competitive Negotiation Act. Services Florida Statute 287.055. Professional services provided by Engineers, Surveyors, Architects and Landscape Architects.

City: City of New Smyrna Beach.

City Archaeologist: Is defined in the LDR as the person/firm, "who shall meet the city's requirements and the standards for membership by the register of professional archaeologists and shall have a demonstrated background in historic and prehistoric archaeology."

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.

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 people 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.

Land Development Regulations (LDR): Comprehensive set of rules that govern how land can be used and developed within the city.

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. Historical Background

IV.A Historical Background

New Smyrna Beach has a rich historical heritage dating back to prehistoric times when nomadic hunters roamed the area about 10,000 years ago. The first attempt at permanent colonization

occurred in 1768, shortly after the first Spanish occupation of Florida, when Dr. Andrew Turnbull arrived at Mosquito Inlet with his first contingent of Greek, Italian, Corsican, and Minorcan settlers and named the 20,000-acre land grant New Smyrnea after his wife's birthplace in Greece. The primary intent of the colony was to develop a plantation for the production of indigo, rice, hemp, and cotton. Although Turnbull's colonizing attempt lasted only nine years, many others followed and eventually flourished, especially in connection with development of the sugar and timber industries in this area during the second period of Spanish occupation (1784-1821) and into the early years of Florida's territorial period (1821-1845).

The Historical and Archaeological Preservation Element of the City of New Smyrna Beach Comprehensive Plan outlines several Objectives and Policies relating to the management and preservation of archaeological resources throughout the city.

The purpose of the Comprehensive Plan is to establish goals, objectives, policies, and general standards for the management of growth and the provision of services. The plan is intended to provide general guidelines for establishing more specific standards, ordinances, regulations, procedures, programs, and other tools for implementing the policies.

Additional information regarding the New Smyrna Beach Historical and Archaeological Preservation can be obtained from the following links:

City of New Smyrna Beach Comprehensive Plan.

NSB code of Ordinances, Section 50-13, Archaeological Preservation

V. Scope of Services

V.A Scope of Services

Services to be provided under this agreement will be provided on an as-needed basis using purchase orders issued by the City. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City.

As defined under Chapter 50 of the City of New Smyrna Beach Code of Ordinances, the following duties may be required of consultants:

- Review all applicable ground disturbances on city-owned or maintained property in Archaeological Zones I and II:
    - *Archaeological Zone I* is comprised of those areas within the city where there are known significant archaeological sites.
    - *Archaeological Zone II* is comprised of those areas that have a medium or high probability of containing archaeological resources as determined by *The Search for Turnbull's Colony, an Archaeological Survey*, a report by Southeast Archaeological Research, Inc., dated June 1999.

- Conduct such testing, excavations, or monitoring as required by Chapter 50 of the *Code of Ordinances*;
- Prepare or oversee preparation of a final report on all projects; this report must meet the guidelines established for archaeological reports by the Department of State, Division of Historical Resources;
- Record archaeological sites and develop strategies for preservation of the archaeological resources of New Smyrna Beach;
- Participate in the planning state of applicable projects, to minimize the potential impacts on archaeological sites by any activities proposed for such sites;
- Maintain and update the archaeological base map;
- Advise the planning manager, city engineer and/or other relevant staff concerning archaeological issues.

In addition, the following may be included in the scope of work performed:

- Identify and report the presence and/or potential for prehistoric or historic archaeological sites within project areas;
- Assess all prehistoric and historic sites to determine their significance in terms of eligibility for listing in the National Register of Historic Places; Conduct a Phase I historic and archaeological survey;
- As needed, conduct a Phase II historic and archaeological survey.
- Identify contributing structures located within the National Registered Historic Districts and update the Master Site Files as needed.

VI. General Information

Proposers should become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a proposal. Component parts of the agreement are outlined in the draft agreement provided in the Attachment Section of this solicitation. There shall be no exceptions to either the scope of services or the terms of the agreement.

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 bid form, 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 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.

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, 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 Term: It is anticipated that a minimum of three (3) individuals or firms may be selected for a contract period of three (3) years. 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 period.

Expiration of the term of the contract will have no effect upon task assignments issued pursuant to the 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. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

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, December 8, 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.

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 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 in the Attachment Section of this document.

VI.S 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.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 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.U 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.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 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.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.

VI.X 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 r'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.Y 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.

VI.Z 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.AA Opening of Proposals

Electronic proposals will remain sealed until 5:00 pm on Monday, December 8, 2025. 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.

To join the meeting, use the following link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZThlNjQzYjEtNmFjZi00ZmE1LTk5MzctYmJjNWM2ZWM0OGEy%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 dial in by phone: 786-636-1338. Phone ID: 573 685 012#

Or dial in by phone: 786-636-1338

Phone conference ID: 189 294 126#

VI.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.

VI.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.

VI.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.

VI.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.

VI.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.

VI.GG 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.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."

VI.II 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 CONSTRACTOR'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.JJ 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.KK 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.LL 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 received proposals in violation of this requirement shall be deemed non-responsive and rejected from further consideration.

VI.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).

VI.NN 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.OO 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. 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.

VII.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. 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.

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 POSSIBLE POINTS	
Overall Experience of the Firm & Employees	30
Past Performance of the Firm	30

Ability to Meet Schedule and Budget Requirements	25
Projected Workloads of the Firm	15
TOTAL POSSIBLE POINTS	100

VII.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 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.C Letter of Interest and Executive Summary

Cover page: Including logo that represents the firm submitting a proposal.

Letter of Interest: Limit to two pages, to include names of the persons who will be authorized to make representations for the proposer, their titles, addresses, and telephone numbers, e-mail address, location of office(s) that will be providing the service.

Include the location of your firm's main office and address of the office location that will service the City of New Smyrna Beach.

Executive Summary: Submit a brief abstract, of no more than three pages, stating the firm's understanding of the nature and scope of the services to be provided, the anticipated project approach and the firm's ability to comply with all requirements. 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; and average annual revenue for the past five (5) years.

Provide proof of active State of Florida Registration with the Division of Corporations (Sunbiz.org).

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.

VII.D Firm Qualifications

At a minimum shall include:

- List of firm employees, their qualifications, and their role for the city services.
- Firm and employee certifications and registration with regulatory agencies, professional organizations, etc. Indicate Disadvantaged Business Enterprise status.
- List current and recently completed similar services performed by the firm within the past five (5) years with other public or private agencies. Include information on schedule and budget adherence.
- Provide Certificate of Authorization for firm, and evidence of current license and registration to perform the specified services in the State of Florida.
- Provide an overview of the firm, including number of years in business, number of personnel, and other pertinent information, expertise, credentials and introduction of the proposed team member(s).
- Please identity the intended Project Manager who would be assigned to perform the specified services for the City, and provide examples of his/her management capabilities.
- Provide staffing plan (which would include key personnel) and a general organization chart and resumes of key individuals who shall be involved in the work.

VII.E Experience

- Provide summary of at least three (3) projects and clients where similar work has been performed within the past five (5) years, including a description of each project, a brief statement of the project approach, estimated timeline and actual date of completion, as well as the original budget and actual budget. Include a contact name, address, telephone number, e-mail address, and fax number for each client.
- Summary statement of all citations, violations, and litigation existing or continuing within the last three (3) years, including the disposition or current status of them.
- Provide information on prior failure to perform awarded contract (if any).

VII.F References

At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein. References shall be within the last five years of the project being completed or in process. Letters shall include project owner name, point of contact information, date(s) of service, and project information.

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).

Client References:

- Provide a list of five (5) of the company's current references projects/customers similar in size and scope to the services described in the RFQ. 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.

VII.G Project Team Projected Workload

Provide projected workload with an 18-month horizon.

VII.H 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.

VII.I 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.

VII.J Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of the proposal, including cover page, each section of the evaluation criteria, City required forms, and addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

VIII. Insurance Requirements

VIII.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. 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

VIII.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.

IX. 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).

IX.A Access to Records

The following access to records requirements apply 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.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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 are to be let, to take the affirmative steps listed in paragraph (1) through (5) of this section.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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.

IX.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.

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 Title of Position and Company Name*

Please provide the title of the Prime Proposer and company name of the organization.

*Response required

X.D Employer Identification Number**

Please provide the Employer Identification Number.

*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 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

X.F Professional Services Agreement*

Proposer acknowledges, that the selected Professional Consultant(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award.

☐ Please confirm
*Response required

X.G 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

X.H 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

X.I Conflict of Interest Disclosure*

PROJECT NUMBER: 03-26-DS, Professional Archaeological Continuing Consultant Services

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 *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Introduction and Executive Summary.

*Response required

X.K Firm Qualifications *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Firm Qualifications

*Response required

X.L Experience*

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Experience

*Response required

X.M References and Client References*

Upload as one (1) PDF document documents pertaining to the submittal requirements: References and Client References

*Response required

X.N Projected Workloads of the Firm*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Projected Workloads of the Firm

*Response required

X.O Acceptance of Conditions *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Acceptance of Conditions

*Response required

X.P Financial Stability *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Financial Stability

*Response required

X.Q City Required Forms*

Upload as one (1) PDF document the COMPLETED required forms provided in the Attachment Section of this solicitation and all signed Addendums.

*Response required

X.R 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 signed addendums.

Proposal must be in a professional format and signed by an authorized officer of your organization.

Do not include a copy of this solicitation document.

*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
Professional Archaeological Continuing Consultant 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 03-26-DS, Professional Archaeological Consultant 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 03-26-DS, Professional Archaeological Consultant 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
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, 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)

_____

DRAFT

(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, 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

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Professional Archaeological Consultant Services**

Project ID: **03-26-DS**

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: Signed Addendums (if applicable)	
Copy of Sunbiz Registration with Active Status	
Copy of Sam's Gov Registration	

City of New Smyrna Beach

Professional Archaeological Consultant Services

Project ID: RFQ 03-26-DS

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 03-26-DS
BID TITLE:	Professional Archaeological Consultant 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 **03-26-DS, Professional Archaeological Consultant 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**

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.

ADDENDUM 1
RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services
November 13, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services, issued October 27, 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:** At the end of the first paragraph, it states "In order to be considered for award and to be further evaluated, proposer must be a registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice." Can you clarify what is meant by "registered professional within the State of Florida"? Do you mean archaeologist who are members of the Register of Professional Archaeologists (which is not state based) or do you mean the archaeologists have to physically reside in the state?

   Answer: The Archaeologists must be a member of the Resister of Professional Archaeologists. The firm or individual archaeologist may be located outside of the State of Florida.

2. **Question:** The first sentence in the last paragraph states: "The intent of this solicitation is to establish a pool of firms or individuals to perform salvage excavation as the City Archaeologist." The use of "salvage excavation" was not included in the Scope of Services. It is unclear if the entirety of archaeological services is lumped under "salvage excavation" or if this is an additional service to be provided to the City?

   Answer: Salvage excavation means the archaeological excavation of a site prior to its destruction by construction, erosion, vandalism, or any form of site disturbance. Archaeological salvage excavations will be concentrated only within the areas to be disturbed in order to save site data which would be lost due to the disturbance, and the extent of the excavations may vary, depending on the significance of the site, time constraints, and the degree of evidence of archaeological resources.

3. **Question**: On page 8, Section V.A Scope of Services, it states "In addition, the following may be included in the scope of work performed," and lists "historic and archaeological survey" and refers to identifying contributing structures within National Register Districts. Historic surveys and evaluation of structures falls under architectural history, but this is not listed as a service the City is requesting. Requesting clarification on whether or not the City also is requesting architectural history services under this contract.

   Answer: The city archaeologist shall review all applicable ground disturbances on city-owned or maintained property in archaeological zones I and II; shall conduct such testing, excavations, or monitoring. Shall prepare or oversee preparation of a final report on all projects, which report shall meet the guidelines established for archaeological reports by the department of state, division of historical resources, and be in accordance with the Cultural Resource Management Standards and Operations Manual; shall record archaeological sites and shall maintain and update the archaeological base map; and shall advise the city manager concerning archaeological issues. The City may also request the update to the Master Site Files to the contributing structures located within a national registered historic district or a local historic district.

4. **Question:** Section IX indicates federal conditions will apply for disaster-related projects. Will federal conditions apply to other federally funded projects other than disasters?

   Answer: Federal conditions shall apply when required by the funding source and/or projects related to grants.

5. **Question**: In Section V.A, Scope of Services, the RFP indicates that the City makes no covenant or promise as to the number of available projects. Can the City provide an indication of the workload associated with this contract from previous years?

   Answer: Since 2022, one project required archeological services with invoices totaling $16,325.

6. **Question:** In Section V.A, Scope of Services, the RFP indicates that the contractor will "prepare or oversee preparation of final reports on all projects" meeting the guidelines established for archaeological reports by the Florida Division of Historical Resources (DHR). Does the City anticipate that the resulting reports will all be reviewed by DHR, or only those that trigger state or federal permitting?

   Answer: If the State requires a review then yes. A Master Site File may be required to be submitted to the State.

7. **Question:** In Section VI, General Information, the RFP indicates that "there shall be no exceptions to either the scope of services or the terms of the agreement." In Section VII.H, Acceptance of Conditions, the RFP states to "Indicate any exceptions to the general terms and conditions of the solicitation, insurance requirements, or other requirements." Will the City provide clarification on whether exceptions will be allowed and/or which type?

Answer: The draft contract provided in the Attachment Section of the solicitation includes the standard terms and conditions for the City. Respondents may provide documentation in response to X.O as to any exceptions they wish the city to consider.

8. **Question:** In Section VII.F, References, the RFP indicates that "At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein." Can the City provide clarification on if they desire these letters of reference to be from actual agencies or simply any contracting authority or business entity?

   Answer: Letters from current or past clients are required.

9. **Question:** In Section VII.G, Project Team Workload, the RFP requests the project workload of the key personnel with an 18-month horizon. Can the City clarify the significance of an 18-month horizon? Is this an anticipated period of performance within the 3 year contract?

   Answer: Staff is looking for the current workload for the next 18 months on key personnel. This will allow our team to decide if a firm can handle small tasks on a short time frame outside of job duties that may take longer to complete.

10. **Question:** Page 23-24 References: Can references required for the 5 written letters (RFQ page 23) serve as the same client references (page 24), or are a total of 10 references required?

    Answer: Yes. The 5 minimal written letters can also be client references.

11. **Question:** Page 25, Insurance Requirements: Our insurance limits for Commercial General Liability, specifically for Personal & Advertising Injury and Fire Damage Legal Liability, differ from what is required in the RFQ. Our legal department request that the contract language allows the use of umbrella or excess liability insurance to meet the required limits. Is this feasible?

    Answer: The City recommends that all prospective consultants consider increasing their coverage limits under their existing policy. In order for the consultant to utilize umbrella or excess coverage, written documentation from the insurer indicating an inability to increase existing coverage to the contractual limits outlined in the RFP would be required. Additionally, documentation for the umbrella or excess coverage policies that a minimum meet or exceed the contractual limits of the RFP must be provided to the City.

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. 03-26-DS

Professional Archaeological Continuing Consultant Services

RESPONSE DEADLINE: December 8, 2025 at 5:00 pm

Report Generated: Thursday, January 15, 2026

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Ardurra Group, Inc.	GAI Consultants	Smyrnea Archaeological Research Institute	Southeastern Archaeological Research, LLC	Trileaf
Public Records	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass	Pass

Question Title	Ardurra Group, Inc.	GAI Consultants	Smyrnea Archaeological Research Institute	Southeastern Archaeological Research, LLC	Trileaf
Introduction and Executive Summary	Pass	Pass	Pass	Pass	Pass
Firm Qualifications	Pass	Pass	Pass	Pass	Pass
Experience	Pass	Pass	Pass	Pass	Pass
References and Client References	Pass	Pass	Pass	Pass	Pass
Projected Workloads of the Firm	Pass	Pass	Pass	Pass	Pass
Acceptance of Conditions	Pass	Pass	Pass	Pass	Pass
Financial Stability	Pass	Pass	Pass	Pass	Pass
City Required Forms	Pass	Pass	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Overall Experience of the Firm & Employees	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Past Performance of the Firm	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Ability to Meet Schedule and Budget Requirements	Points Based	25 *(25% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Projected Workloads of the Firm	Points Based	15 *(15% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Smyrnea Archaeological Research Institute	97	94	100	**97**
Ardurra Group, Inc.	94	96	100	**96.67**
Southeastern Archaeological Research, LLC	98	92	100	**96.67**
GAI Consultants	96	89	100	**95**
Trileaf	96	82	100	**92.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Overall Experience of the Firm & Employees Points Based 30 Points (30%)	Past Performance of the Firm Points Based 30 Points (30%)	Ability to Meet Schedule and Budget Requirements Points Based 25 Points (25%)	Projected Workloads of the Firm Points Based 15 Points (15%)	Total Score (Max Score 100)
Smyrnea Archaeological Research Institute	28.3	28.7	25	15	**97**
Ardurra Group, Inc.	28.7	28.7	24.3	15	**96.67**
Southeastern Archaeological Research, LLC	29	29	24.7	14	**96.67**
GAI Consultants	28.7	28	23.7	14.7	**95**
Trileaf	28	27	23.3	14.3	**92.67**

INDIVIDUAL PROPOSAL SCORES

Ardurra Group, Inc.

Overall Experience of the Firm & Employees | Points Based | 30 Points (30%)

Evaluator 1: 27

Well-rounded team, 47 yrs experience as a firm, primary sector Eng & Surveying, Archaeology is an additional service offered.

Evaluator 2: 29

Innovative (3D modeling)- familiar with NSB archaeological history. Consistent workload - high revenues, loyal clients. Staff assigned to contract includes 40 years' experience, 550 projects in last 3 years - served out of Orlando office. Team assigned led by PHD and MFA. Highly qualified team members. Dedicated lab for artifact assessment and preservation.

Evaluator 3: 30

This firm has an impressive senior management staff based on years of experience.

Past Performance of the Firm | Points Based | 30 Points (30%)

Evaluator 1: 28

Most projects seem CRM Survey related. Good track record.

Evaluator 2: 28

Team of 5 demonstrates vast experience in FL projects. Historic district surveying. Experience with shoreline restoration. One reference of delays/missing work. Cited references relative to NSB/local municipal work. Outlines with detail any past litigation.

Evaluator 3: 30

This firm has shown that they can accept large and small projects.

Ability to Meet Schedule and Budget Requirements | Points Based | 25 Points (25%)

Evaluator 1: 24

Dedicated resources, not local to NSB, some travel would be required which could increase cost and impact time.

Evaluator 2: 24

Citations from municipalities of clear communication, timeliness, and high-quality work. Indicates organizational methods to provide scoping/scheduling in 48 hours of request. Flexible. Short, but efficient description of methodology.

Evaluator 3: 25

based on the submitted packet, this firm has shown that they can stay on budget.

Projected Workloads of the Firm | Points Based | 15 Points (15%)

Evaluator 1: 15

Based on info provided seem to have good bandwidth.

Evaluator 2: 15

Staffing "hand-selected" based on NSB requirements, not a blanket consultant allocation. Work allocation creates readiness for services.

Evaluator 3: 15

This firm is large and should be able to handle the workload of the city.

GAI Consultants

Overall Experience of the Firm & Employees | Points Based | 30 Points (30%)

Evaluator 1: 29

Well-rounded team, 67 yrs of experience, 16 full time archaeologists and 40 parttime.

Evaluator 2: 27

Familiarity with NSB archaeological history. Has provided engineering and planning services for City previously. Firm offers over 25 years of archaeological experience. Assigned project staff from multiple offices, utilizing Orlando's field office. Dedicated lab for artifact assessment and preservation.

Evaluator 3: 30

This firm also has an impressive senior management staff based on years of experience.

Past Performance of the Firm | Points Based | 30 Points (30%)

Evaluator 1: 28

Strong portfolio of archaeological projects both current and historically.

Evaluator 2: 26

Cites 16 full-time archaeologists on staff, no clear indication of allotment to project. Oversight provided by PM and cultural resources director. Localized leadership out of Orlando but maintains flexibility for remote and field responsibilities. Outlines presence of litigation, with no specifics.

Evaluator 3: 30

This firm did give examples of mid-size projects. The city will have projects that can fit this performance.

Ability to Meet Schedule and Budget Requirements | Points Based | 25 Points (25%)

Evaluator 1: 24

Dedicated resources, not local to NSB, some travel would be required which could impact time and budget.

Evaluator 2: 22

Utilizes subconsultants for faunal analysis and radiocarbon assays. Short, efficient description of project approach.

Evaluator 3: 25

This firm should be able to meet schedule and budget requirements.

Projected Workloads of the Firm | Points Based | 15 Points (15%)

Evaluator 1: 15

Base on workload provided seems to be sufficient bandwith.

Evaluator 2: 14

5 ongoing projects - 2 in FL, 2 in WV, and 1 in PA. Spread out - can accommodate remotely.

Evaluator 3: 15

This firm is large and should be able to handle the workload of the city.

Smyrnea Archaeological Research Institute

Overall Experience of the Firm & Employees | Points Based | 30 Points (30%)

Evaluator 1: 28

Small team, experience working with both the City and County for archaeological projects.

Evaluator 2: 27

Local consultant within NSB - previously served as Prime and Sub on RFP for 20-25. Young business - founded in 2017. > 60 years combined experience.

Evaluator 3: 30

This firm has an impressive senior management staff based on years of experience.

Past Performance of the Firm | Points Based | 30 Points (30%)

Evaluator 1: 29

Team is competent, reliable, quick to respond and show up on a short notice.

Evaluator 2: 27

Served as prime for previous contract - project familiarity. Operates in SE Volusia County as non-profit organization. No litigation or violations. Never failed to perform work. Limited past performance citations due to contract reference limitations.

Evaluator 3: 30

This firm has completed projects for the city and private resident projects in the past.

Ability to Meet Schedule and Budget Requirements | Points Based | 25 Points (25%)

Evaluator 1: 25

All previous projects have stayed on schedule and within budget.

Evaluator 2: 25

Local business - able to provide services on short notice with little overhead. Previous award reflects ability to understand current climate/recent findings in area.

Evaluator 3: 25

This firm has met pervious schedule and budget requirements on past projects with the city and private resident projects.

Projected Workloads of the Firm | Points Based | 15 Points (15%)

Evaluator 1: 15

Based on current and future workload there is sufficient bandwidth.

Evaluator 2: 15

1-2 field archaeologists with ability to increase team based on project. No workload anticipated - contract would create exclusivity.

Evaluator 3: 15

This firm should be able to handle assigned projects.

Southeastern Archaeological Research, LLC

Overall Experience of the Firm & Employees | Points Based | 30 Points (30%)

Evaluator 1: 30

This is their specialty.

Evaluator 2: 27

Previously conducted cultural resource work in NSB for search of Turnbull Colony. Over 250 cultural resource professionals with main office in Orlando. Over 32 years' experience. Many assigned staff members not RPA qualified.

Evaluator 3: 30

This firm has an impressive senior management staff based on years of experience.

Past Performance of the Firm | Points Based | 30 Points (30%)

Evaluator 1: 30

Strong portfolio and history of a wide array of archaeological projects across multiple sectors.

Evaluator 2: 27

Speaks to collaborative efforts with Government staff. Includes historical breakdown of project awards, budgets, and scheduling. Past experience conducting cultural assessments in NSB.

Evaluator 3: 30

This firm can accept large and small projects. The city and private residents have used this firm in the past without issues.

Ability to Meet Schedule and Budget Requirements | Points Based | 25 Points (25%)

Evaluator 1: 24

Dedicated resources, not local to NSB, some travel would be required which could impact time and budget.

Evaluator 2: 25

Main office in Orlando - good proximity to assignment of field work. Project approach methodology well-articulated. Utilizes all in-house staff out of Orlando. Detailed breakdown of meeting schedule and budget

Evaluator 3: 25

Based on the submitted packet, and past projects with the city, this firm can meet schedule and budget requirements.

Projected Workloads of the Firm | Points Based | 15 Points (15%)

Evaluator 1: 14

Has a good number of projects in the pipeline for the next couple of years.

Evaluator 2: 13

Workload is exponential. This reflects attraction of services but may create backlog for City.

Evaluator 3: 15

This firm has the staffing to accept the required workload from the city.

Trileaf

Overall Experience of the Firm & Employees | Points Based | 30 Points (30%)

Evaluator 1: 29

Well-rounded team, good qualifications.

Evaluator 2: 25

Qualified staffing. Citations include 9,000 section 106 projects since 2020, and 800 archaeological projects in FL. Field archaeologist has operated in FL for over 25 years.

Evaluator 3: 30

This firm does provide associates with ample experience.

Past Performance of the Firm | Points Based | 30 Points (30%)

Evaluator 1: 28

Over 800 projects completed in FL.

Evaluator 2: 23

Previous experience cited in Missouri, Alaska, and Colorado. Reference of operations in FL, but not provided.

Evaluator 3: 30

This firm has done a lot of projects within the State of Florida.

Ability to Meet Schedule and Budget Requirements | Points Based | 25 Points (25%)

Evaluator 1: 24

Dedicated resources, not local to NSB, some travel would be required which could impact time and budget.

Evaluator 2: 21

Citations and refereneces include communication strengths - guarantee managers answer emails within 1 hour. Project methodology organized. Office located in Maitland, FL, with HQ in Missouri. Cites use of sub-contractors in FL.

Evaluator 3: 25

This firm should be able to meet schedule and budget requirements.

Projected Workloads of the Firm | Points Based | 15 Points (15%)

Evaluator 1: 15

Has an ongoing contract through 26, seems to have bandwidth to handle more work.

Evaluator 2: 13

One on-going contract cited. Minimal workload - contract may create exclusivity, despite HQ being in MO.

Evaluator 3: 15

This firm seems to be able to handle the workload for the city.

Ardurra Group, Inc.
Professional Archaeological Continuing Consultant Services

THIS AGREEMENT is made and entered into this ____23rd____ day of February, 2026, by and between Ardurra Group, Inc., duly authorized to conduct business in the State of Florida and whose address is 1000 NW 57th Ct., Suite 800, Miami, Florida, 33126, 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 03-26-DS, Professional Archaeological Continuing Consultant 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 RFQ 03-26-DS, Professional Archaeological Continuing Consultant 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. Award Bid Proposal
C. 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:

Kevin Gidusko, Cultural Resources Supervisor
Ardurra Group, Inc.
1000 NW 57th Ct., Suite 800
Miami, Florida 33126
(908)256-0614

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	**Ardurra Group, Inc.**
Notary Public State of Florida Cristina R. Jimenez My Commission HH 595225 Expires 9/18/2028	
Authorized Signature	*Authorized Signature*
Cristina R. Jimenez, Marketing Lead *Print Name and Title*	Kevin Gidusko, Cultural Resources Supervisor
Address: 1000 NW 57th Ct., Suite 800 Miami, Florida 33126	Address: 1000 NW 57th Ct., Suite 800 Miami, Florida 33126
Date: February 23, 2026	*Date:* February 23, 2026

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, Esq, City Attorney Date: _____

Exhibit "B"

RFQ 03-26-DS

Professional Archaeological Continuing Consultant Services



ARDURRA

Servicing Office:
3452 Lake Lynda Drive, Suite 200
Orlando, Florida 32817

INTRODUCTION

December 8, 2025

Janet Vivian, Purchasing Agent
City of New Smryna Beach
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE. RFQ 03-26-DS Professional Archaeological Continuing Consultant Services

Dear Janet Vivian and Selection Committee,

Ardurra Group, Inc. (Ardurra) is pleased to submit our qualifications in response to the City of New Smyrna Beach's request for professional archaeological consultant services (RFQ No. 03-26-DS). Ardurra is a nationwide engineering and environmental services firm with 2,100 professionals across 100 offices each providing innovative and responsive services to our project partners. These services have been recognized annually by Engineering News-Record (ENR), a comprehensive market analysis and rankings of the largest U.S.-based architectural and engineering firms. Over the last 47 years of operation, our team has combined local knowledge with national resources to provide reliable and cost-effective solutions to municipalities across the U.S., resulting on over 92 percent of our work being completed on behalf of governmental agencies.

Ardurra's Cultural Resources Management (CRM) Group is led by Registered Professional Archaeologists who exceed the Secretary of the Interior's (SOI) Professional Qualifications (36 CFR Part 61). Our core leadership team has over 39 years of industry experience assisting clients with every service from project review, survey, compliance, and mitigation. To ensure the highest level of technical excellence and responsive client service, Kevin Gidusko, MA, RPA will serve as the primary point of contact between Ardurra and the City of New Smyrna Beach and is authorized to make representations on behalf of the company. Kevin is a cultural resource leader and public archaeology professional with over 14 years of experience across local, state, and federal levels. He has successfully managed a $6M+ regional portfolio with consistent annual growth and is an expert in developing and implementing operational systems from municipal to national scales. Kevin previously supported Dr. Robert T. Grange Jr. with public outreach efforts and was the first one to create a 3D Model of the Coquina foundation at the Old Fort Park site. Kevin is dedicated to providing responsive coordination and seamless project delivery, and looks forward to contributing once more to preserving the history of New Smyrna Beach.

Our group operates with a singular mission: to provide premier CRM services to our partners by assembling a team of exceptional professionals and investing in their growth and career success while fostering a culture of collaboration, mutual respect, and excellence. Enhancing our capabilities and upholding our commitment to exceptional CRM standards, our team is bolstered by Ardurra's recent acquisition of Janus Research. Janus Research was established in 1979 and consists of experts in the areas of historic preservation and archaeology. Janus staff are experienced in the compliance and interpretation of federal, state, and local historic preservation laws and regulations, including National Park Service (NPS) and the U.S. Army Corps of Engineers (USACE) Standards and National Register of Historic Places (NR) Guidelines. Janus Research has successfully completed thousands of cultural resource projects. These projects encompass the full range of cultural resource services from archeological reconnaissance surveys, Phase I, II and III cultural resources surveys, historic architectural surveys, National Register evaluations, and HABS/HAER documentation. Most recently, Janus has provided cultural services on several USACE Everglades Restoration projects. Additionally, for the last five years, they have assisted the National Park Service with cultural resources

services, including coordination and support, as well as archaeological and historical surveys, evaluations and reports. Together, the Ardurra and Janus Research team brings over 100 years of combined cultural resource management experience.

At Ardurra, our team's capability to provide cultural resource services has been honed over thousands of projects. We understand that the City of New Smyrna Beach is seeking a professional archaeological consultant to provide the following services:

1. Preliminary Review & Planning Phase Review
2. Phase I — Archaeological Survey / Reconnaissance
3. Phase II — Site Evaluation / Testing (If Warranted)
4. Phase III / Mitigation / Data Recovery (If Required)
5. Reporting & Documentation
6. Advisory and Consultation Services
7. Construction-Phase Monitoring & Contingency Services (as needed)
8. Historic / Built-Environment Assessment (as needed)
9. Long-Term Resource Management & Database Maintenance
10. Regulatory Compliance and Coordination

Ardurra believes that CRM is vital for preserving and protecting our communities' rich cultural heritage, and our experience has led our team to become a trusted partner to communities throughout the Southeast. We value the opportunity to present our experience and look forward to partnering with the City of New Smyrna Beach. Enclosed, please find our qualifications and approach, demonstrating our tested, proven process to assist the City uncover, preserve, and protect its rich history for future generations.

Sincerely,



Kevin Gidusko, MA, RPA
Cultural Resources Supervisor
kgidusko@ardurra.com
321.501.7671

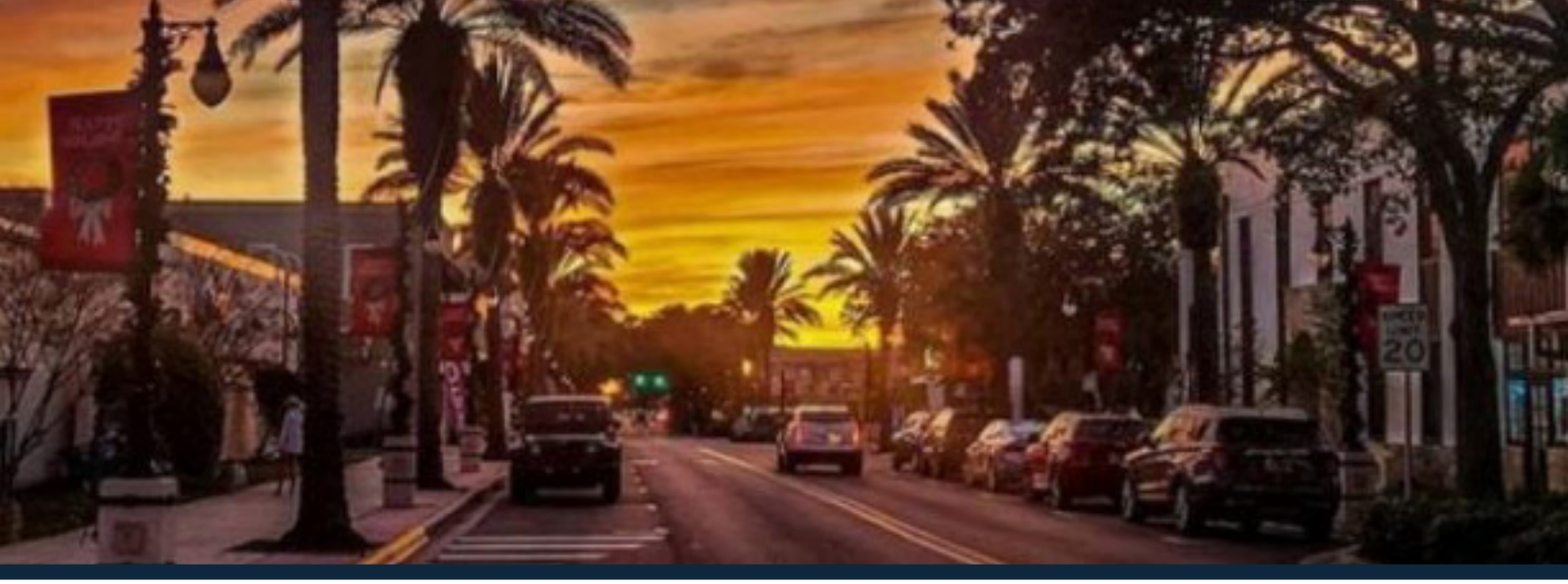


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ARDURRA

EXECUTIVE SUMMARY



Ardurra's vision is to be a client- and employee-centric firm as ambitious as the people who shape it. We are a 47-year-old multi-disciplinary engineering and environmental services company, headquartered in Miami, Florida with localized expertise throughout the U.S., including Orlando, approximately 45 miles west of the City of New Smyrna Beach. Our financial performance within our core markets over the last five years remains strong, generating annual revenues exceeding $150 million. Our steady growth can be attributed to the loyal and satisfied clients we have served throughout the region, coupled with strategic acquisitions. As we look to the future, we hope to provide the City with professional archaeological consultant services with the same vigor and commitment we have demonstrated throughout our prior experiences. See page 8 for greater detail on our project experience and approach.

Our CRM group's ability to provide cultural resource services under this contract has been honed over thousands of projects, developing a proven approach to provide high-quality deliverables on time and under budget. Our team leadership has over 100 years of combined cultural resources experience preparing, managing, and training the next generation of archaeological professionals to provide the core services required under contract with the City. Our team has routinely provided clients with project reviews, Phase I, II, and III surveys, mitigation planning and coordination, and public outreach services. Ardurra will employ our proven processes and systems that enabled proficient management of past deliverables while continuing to enhance and streamline procedures to meet the challenges of an evolving cultural resources industry. Our goal is to consistently exceed the City's expectations.

The cornerstone of Ardurra's client-focused services is our ability to hire and retain exceptional professionals. We work diligently to give them the support and training necessary to continue learning, growing, and excelling in their roles and careers. We believe that investing in our staff's career and success is the only way we all succeed together and develop long-term client partnerships. Therefore, we believe in providing the right project staff for the specific scope of work requested. We have hand-selected a group of five key staff with over 40 years of industry experience to manage tasks under contract with the City of New Smyrna Beach. Together, this group has completed over 550 projects together within the last three years alone. The contract will be further supported by Ardurra's group of 42 cultural resource professionals ranging from project archaeologists and architectural historians to senior staff, ensuring our support of City projects is timely, reliable, and cost effective. Ardurra's CRM group was founded upon entrepreneurial thinking and is driven by partnerships where people are empowered to create innovative solutions that help preserve the past for future generations.

> *From project start to finish, their team demonstrated professionalism, efficiency, and genuine care for customer satisfaction. Communication was clear and timely, and every interaction felt personalized and thoughtful.*
>
> *The project results met all of our expectations—high quality, delivered on time, and backed by excellent support. It's rare to find a historic resource consultant that combines expertise with such a friendly, approachable attitude. I highly recommend Ardurra to anyone looking for reliability, integrity, and superior results"*
>
> - City of Lakeland, Florida

All tasks under contract with the City of New Smyrna Beach will be serviced out of Ardurra's Orlando office located at 3452 Lake Lynda Drive, Suite 200, Orlando, FL 32817. However, staff throughout Ardurra's 17 offices in Florida will be made available to assist with City projects. See Firm Qualifications section on page 8 for key staff resumes.



Prepared. Positioned.
Ready to Deliver.

Our group operates with a singular focus: to provide high-quality and cost-effective cultural resources services to our clients by assembling a team of exceptional cultural resource professionals. We are dedicated to preserving and protecting the nation's cultural heritage while ensuring projects move forward in compliance with applicable laws and regulations. In turn, this experience has led our team to become trusted partners to agencies, private clients, and communities throughout the Southeast. See the References section on page 30 for further statements from current and past clients. We value the opportunity to present our experience and look forward to partnering with the City of New Smyrna Beach.

State of Florida
Department of State

I certify from the records of this office that ARDURRA GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 19, 1977.

The document number of this corporation is 555540.

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 January 13, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

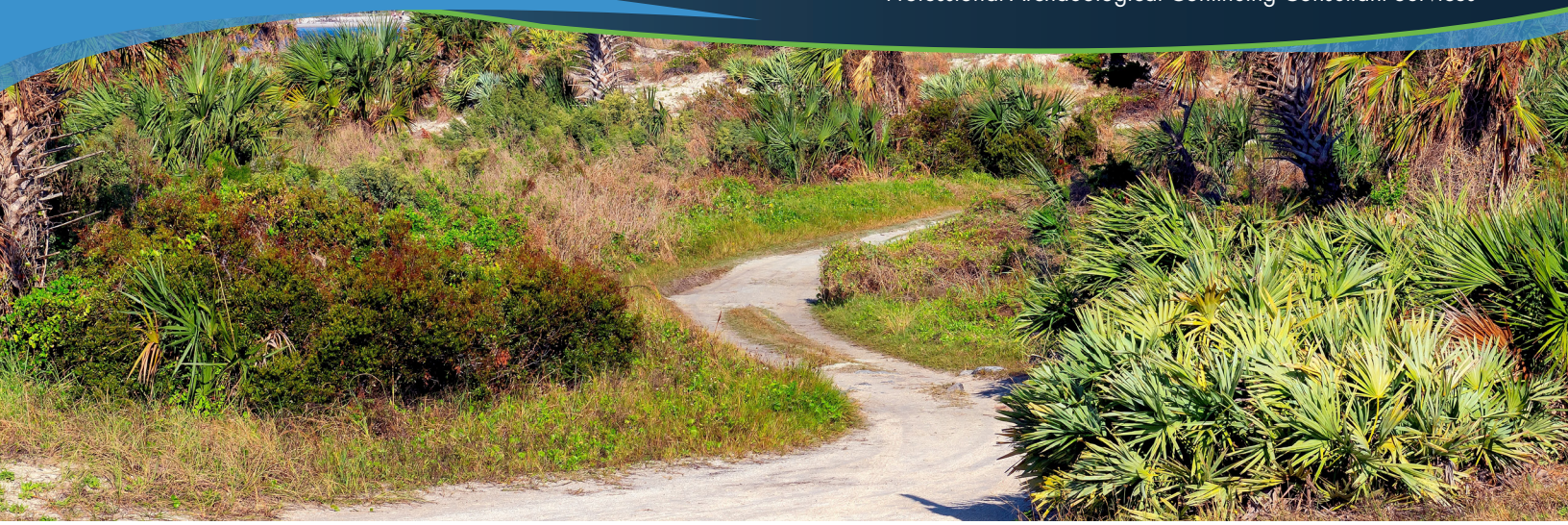
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of January, 2025

Secretary of State

Tracking Number: 6119626275CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



FIRM QUALIFICATIONS

Ardurra is a nationwide engineering and environmental services firm that has become a trusted partner to government agencies and private partners over the last 47 years of operation. We have built strong partnerships through our unwavering commitment to delivering quality services and practical solutions that exceed our clients' expectations, improve our communities, and respect the environment. Our mission is to be a different kind of engineering and consulting firm - one built on entrepreneurial thinking and driven by partnerships, where people are empowered to create innovative solutions that shape the future. Ardurra's CRM group was founded upon these principles.

Ardurra's Cultural Resources Management (CRM) Group is led by Registered Professional Archaeologists who exceed the Secretary of the Interior's (SOI) Professional Qualifications (36 CFR Part 61). Our core leadership team has over 39 years of industry experience assisting clients with every service from project review, survey, compliance, and mitigation. To ensure the highest level of technical excellence and responsive client service, Kevin Gidusko, MA, RPA will serve as the primary point of contact between Ardurra and the City of New Smyrna Beach and is authorized to make representations on behalf of the company. Kevin is a cultural resource leader and public archaeology professional with over 14 years of experience across local, state, and federal levels. He has successfully managed a $6M+ regional portfolio with consistent annual growth and is an expert in developing and implementing operational systems from municipal to national scales. Kevin previously supported Dr. Robert T. Grange Jr. with public outreach efforts and was the first one to create a 3D Model of the Coquina foundation at the Old Fork Park site. Kevin is dedicated to providing responsive coordination and seamless project delivery, and looks forward to contributing once more to preserving the history of New Smyrna Beach.

Enhancing our capabilities and upholding our commitment to exceptional CRM standards, our team is bolstered by Ardurra's recent acquisition of Janus Research. Janus Research was established in 1979 and consists of experts in the areas of historic preservation and archaeology. Janus staff are experienced in the compliance and interpretation of federal, state, and local historic preservation laws and regulations, including National Park Service (NPS) and the U.S. Army Corps of Engineers (USACE) Standards and National Register of Historic Places (NR) Guidelines. Janus Research has successfully completed thousands of cultural resource projects. These projects encompass the full range of cultural resource services from archeological reconnaissance surveys, Phase I, II and III cultural resources surveys, historic architectural surveys,

JANUS RESEARCH
AN ARDURRA COMPANY

National Register evaluations, and HABS/HAER documentation. Most recently, Janus has provided cultural services on several USACE Everglades Restoration projects. Additionally, for the last five years, they have assisted the National Park Service with cultural resources services, including coordination and support, as well as archaeological and historical surveys, evaluations and reports.

Together, the Ardurra and Janus Research team brings over 100 years of combined cultural resource management experience. Our team on this contract is divided into two practice groups: Terrestrial Archaeology, led by Dr. Anthony Tricarico, PhD, RPA and Architectural History, led by Ms. Michelle Evans, MFA. The Archaeology and Architectural History Practice Groups include technical experts from each firm, providing depth of experience and redundancy to handle multiple concurrent assignments. Our organization is further elaborated within the Staffing Plan portion of this response. All key staff on our team exceed the SOI professional qualification standards (36 CFR Part 61).



Technical Approach

Our team's capability to provide cultural resource services has been honed over thousands of projects, developing a proven approach to provide high-quality deliverables on time and under budget. Our team's proven project approach begins prior to receiving notice to proceed (NTP). Upon receiving a new opportunity, all project details, plans, and other attachments are saved in our file system, and the project deadlines are added to our Program Management Dashboard. Our Contract Manager/ Practice Leads will then prepare a proposal using Ardurra's proposal spreadsheet designed to efficiently, consistently, and thoroughly capture all relevant project variables. Our spreadsheet guides a preliminary review of known cultural resources and surveys, environmental variables including soil drainage characteristics, elevation, wetlands and freshwater sources, property data, as well as historical data including topographic maps, aerials, and cemetery records. The results of Ardurra's preliminary review informs our proposed survey level of effort. Ardurra's level of effort, fee, and project-specific schedule is then provided in a concise scoping document to our client within 48 hours of request receipt.

Upon NTP, Ardurra adds all project deadlines and tasks to our Trello Kanban-style Project Management Dashboard. Projects are displayed according to their place in the delivery process (e.g., Scoping, Pre-Fieldwork, Fieldwork, Post-Fieldwork, and Closeout). Each project is created from one of Ardurra's template "cards," which are each composed of task checklists specific to the required deliverable. The Contract Manager assigns a due date, responsible personnel, and hours budgeted for each individual subtask, ensuring that all projects progress on schedule and under budget. Throughout project development, the responsible staff member "checks off" their tasks as they are completed, and all team members have visibility into project status. Comprehensive project updates are delivered on a weekly basis each Monday at our recurring team meeting. In the interim, an instant messaging channel is established for the project in Microsoft Teams to encourage frequent and organized project communication. Lastly, the assigned Principal Investigator will hold an internal kick-off to discuss the expectations of the field crew and review the project Field Briefing and Health & Safety Site-Specific Plan (HASSP). Every field crew member will be furnished with a copy of the Field Briefing, which outlines project purpose and scope of work, anticipated soils, known and anticipated cultural resources. In addition, the Principal Investigator will distribute the HASSP, as governed by 29 CFR 1910 and, where applicable, 29 CFR 1926 which provides all crew with important contact information, field-specific safety instructions including potential injuries, heat stress and illness, environmental safety, emergency response plan, as well as incident notification and reporting procedures.

Following the successful project kick-off, the Principal Investigator then submits utility locate requests, as appropriate, and tasks our Geographic Information Systems (GIS) support team with the production of report maps for background research and an ESRI ArcGIS Field Map, which will be utilized by the field crew to perform archaeological and historical field survey and data collection. Once report maps and ArcGIS Field Maps are drafted, the Principal Investigator performs a Quality Assurance/Quality Control (QA/QC) review of these products. They will ensure that the Area of Potential Effects (APE) is properly depicted, that shovel test pits (STPs) are pre-plotted correctly, and that the Field Map contains all recorded resources in the APE. The Field Map will also depict unrecorded resources that the team anticipates identifying during our survey, such as historical structures or linear resources like roads and canals.

At the start of each day in the field, the field lead is responsible for leading a daily safety tailgate meeting, where our team takes a moment to identify the task and field-specific hazards, and appropriate mitigation measures. Upon completion, the Daily Safety Plan (DSP) is signed and saved within our project records alongside the Field Briefing and HASSP. The field team conducts survey and data collection using either iPads or handheld Trimble Catalyst DA2 handheld Global Navigation Satellite System (GNSS) receivers equipped with ArcGIS Field Maps. As data is collected and entered into the Field Map, the Principal Investigator and Contract Manager can review the data in real-time to confirm accuracy and completeness. Daily data checks by Principal Investigators are built into our process, and the Project Archaeologist in the field notifies the Principal Investigator when the data are ready for review at the end of each workday. The field crew remains on site until this QA/QC check is complete. Once field survey is complete, the Principal Investigator tasks the GIS team with the preparation of results of survey (ROS) maps for the report.

As reporting tasks have already been assigned to the appropriate staff by the Contract Manager and Principal Investigator in Trello, reporting is ongoing throughout this process, beginning with the setup of a report shell using templates designed for the specific project. Report maps used for background research have already been developed during the Fieldwork Preparation and Execution phase, and Principal Investigators with the support of other reporting staff can begin working on the environmental and cultural overviews, developing a local history and context for the project area, and summarizing the archival and background research. Completed draft deliverables undergo a three-step QA/QC review prior to submission to the client. As the team member responsible for production of a complete, sufficient, and accurate report, the Principal Investigator first performs a comprehensive review of the product while checking for consistency with Federal cultural resources laws and regulations. Following this, the Principal Investigator engages the appropriate Practice Group Lead to review applicable report sections and project recommendations. A final comprehensive review of the report is performed by the Contract Manager prior to submission to the client. See below for an elaborated overview of our QA/QC process.

Laboratory Facilities

Ardurra maintains two professional laboratory analysis facilities located in Tallahassee and Tampa, Florida, as well as survey storage facilities spread throughout our service area. Our professional laboratory facilities are equipped with standard archaeological tools including scales, microscopes, a reference library, curation materials, archival storage space, digital photography documentation setups, and drying racks with space for multiple simultaneous projects. They are also equipped with niche equipment required for the production of HABS, HAER, and HALS documentation packages, including two Wista large format (4 x 5-inch) cameras and tripods, and an EPSON Perfection V850 Pro Photo Scanner to process negatives into archival-quality digital images.

Our separate survey storage facilities are equipped with the tools required to execute archaeological and historical surveys, testing, excavation and mitigation. Twenty-four-hour access to our storage facilities with a combination lock enables our field crews to acquire the tools necessary for any project during and outside of normal business hours. Our store of standard field equipment includes round and square shovels, archaeological survey screens with one-quarter-inch wire mesh, tarps, utility locate paint, Munsell soil color charts, trowels, pin flags, and safety equipment such as high-visibility vests, hardhats, large water jugs, sunscreen, bug spray, traffic cones, and field vehicle lights and identification magnets. We also keep the necessary tools and equipment on hand to maintain and repair our archaeological survey and excavation gear such as angle grinders, files, and screen repair materials. Our field staff have the authority to purchase additional equipment and materials should replacements be needed on project sites after mobilization.

Our group also maintains the standard suite of software licenses that will be required to service this contract including Microsoft Office and Teams software, Adobe Pro, and the industry standard ESRI ArcGIS suite and ArcGIS Online. These tools and programs ensure compatibility with any data requirements and file type preferences. Field survey data is collected using either iPads or handheld Trimble Catalyst DA2 handheld GNSS receivers equipped with ESRI ArcGIS Field Maps. Finally, our team boasts a fleet of vehicles and access to specialized equipment and services as appropriate for projects, including drones, Ground Penetrating Radar (GPR), electrical resistivity meters, metal detectors, and terrestrial laser scanners.

Quality Assurance/Quality Control

Ardurra will employ our proven processes and systems that enabled proficient management of past deliverables while continuing to enhance and streamline procedures to meet the challenges of an evolving cultural resources industry. Our goal is to consistently exceed your expectations. Ardurra's Quality Assurance/Quality Control (QA/QC) program ensures the quality of all aspects of cultural resource management work under the contract, including pre-field research and preparation, field-oriented data collection, in-field and laboratory analysis, and reporting of project results. Effective and frequent communication provides the foundation of our QA/QC program. The Contract Manager will work closely with all project staff to implement QA/QC measures and to make certain that project requirements are being met in a timely and cost-effective manner. QA/QC is a responsibility that permeates every level of staffing on our projects.

The use of custom digital databases or geodatabases for all in-field data collection significantly enhances our QA/QC program. Our paperless system eliminates the litany of paper forms used in almost all cultural resource projects and allows for seamless project organization through its use as a communication interface with the entire team—both in the field and in the office. Ardurra has developed guidelines and outlines for resource recording that increase the quality of the data collected in the field while promoting efficiency by reducing redundancy and providing clear direction for consistent data collection.

Our custom field databases capture photographs, site forms, daily notes, and all other aspects of every type of project. Our Information Technology (IT) and GIS specialists have integrated powerful QA/QC measures into our digital platforms at crucial steps during data collection, data management, editing, and output phases. At each juncture, highly effective checks have been custom built into our mobile database to ensure quality data is entered and quality deliverables produced. Digital constraints, such as drop-down lists and check-box sets, ensure that only the appropriate types of data may be entered into the most critical fields. Our system also requires that certain critical fields not be left blank, delivering error messages to the user if they are not completed. Data from the field is uploaded and duplicated at least daily (or in real- time, if connectivity in the field allows for it), eliminating the risk of data being lost or corrupted. Principal Investigators act as quality control specialists and conduct QA/QC measures concurrently while field staff are collecting data. These daily and weekly reviews identify missing or incomplete data fields, provide initial editing, and ensure thoroughness and consistency in recording. Changes are made directly within the database and notes are passed to the Field Directors and Crew Chiefs to improve the quality of data collected. Concurrent review has been employed on small- and large-scale projects.

Our archaeologists, historians, and architectural historians are highly trained SOI-qualified experts in quality control procedures and are involved in project execution from inception to the completion of a project, ensuring the accuracy of information. In addition, we involve every project member in the QA/QC process. All QA/QC team members meet regularly on a conference call to ensure a comprehensive and ongoing exchange of information related to active projects. All documents must pass through three rounds of QC review prior to submission to client. Upon completion of the Draft report, the Principal Investigator performs the initial QC review. The appropriate Practice Lead or Leads perform a second round of review. The Contract Manager performs the final QC check prior to submitting the report to the client. Every staff member who contributes to a report is responsible for QC and the consistency of the report with applicable Federal and State Regulations and Guidelines.

Ardurra exceeds industry standards for data collection and data reporting. Our guidelines and resources increase field recording accuracy and precision, enhances data quality and consistency, and significantly decreases reporting timelines. Ardurra's QA/QC Program ensures that field data collection, project reports, project communications, and

administration are monitored closely and managed well from inception to completion, ensuring high-quality on behalf of our project partners.



Staffing Plan

Our team's management style begins with a focus on our exceptional staff. Ardurra hires high-character, reliable, team-oriented individuals, and works diligently to give them the support and training necessary to continue learning, growing, and excelling in their roles and careers. We believe that investing in our staff's career and success is the only way we all succeed together. Our goal is to develop a group of long-term staff members that meet our high standards to service our client's needs. Our successful program and management style was developed over the proceeding years through continued adaptation and improvement. We believe in providing the right project team for the specific task at hand. Therefore, we have hand selected a team of five professionals from our greater team of 42, who have 40 years of combined experience providing similar cultural resources services. Our hand selected team has completed over 550 cultural resources projects together since July 2022.

Presented below are three designated key professionals who will lead and manage this work for the City.

Kevin Gidusko, MS, RPA Contract Manager

Kevin Gidusko brings more than 14 years of experience as a Senior Archaeologist and Cultural Resource Manager, having worked across municipal, state, and federal levels. In his role as Contract Manager for this contract, he will serve as the City's primary point of contact, overseeing all aspects of project execution and ensuring that every task is completed in a timely, compliant, and high-quality manner. Kevin's deep familiarity with regulatory frameworks such as the federal National Historic Preservation Act and state standards under Chapter 267, Florida Statutes enables him to confidently manage compliance issues. He is adept at building and leading agile, efficient project teams calibrated to the scope and scale of each assignment, whether for a small monitoring job or a full-scale archaeological mitigation. With his proven track record managing a regional portfolio exceeding $6 million in value and consistently delivering growth and performance, Kevin will provide the responsive coordination, operational oversight, and quality control this contract demands.

Anthony Tricarico, Ph.D., RPA Archaeology Practice Group Lead

Anthony Triacrico is a Senior Archaeologist and Cultural Resource Coordinator with more than a decade of experience managing archaeological and historic-resource projects throughout North America, the Caribbean, and Europe. As the Archaeologyn Practice Group Lead for contract, Anthony will oversee field investigations, artifact and collections management, and the research and documentation necessary to support compliance and preservation objectives. He has extensive experience conducting Phase I and Phase II archaeological surveys, historic-site assessments, and artifact cataloging, expertise that aligns directly with the City's need to identify and evaluate potential prehistoric or historic sites, assess their significance, and document findings. Anthony is also skilled in project scoping, budgeting, and supervising field teams, ensuring that each assignment, is staffed appropriately and delivered efficiently. As Principal Investigator on multiple compliance projects, he has prepared high-quality reports and public-facing materials, demonstrating his ability to meet the format and content standards required by preservation agencies. His combination of field-level expertise, management capability, and experience in public archaeology makes him especially well suited to address the range of tasks the City may require.

Michelle Evans, M.F.A. Architectural History Lead

Michelle Evans serves as the Senior Architectural Historian and Architectural History Lead, bringing more than 14 years of experience in historic preservation, cultural-resource management, and architectural history. She began her career at a State Historic Preservation Office, where she reviewed Section 106 compliance documentation and advised municipalities on preservation issues. In her private-sector work, Michelle has managed historic-resource

surveys, prepared nominations for the National Register of Historic Places (NRHP), and developed design guidelines. She has also collaborated across disciplines including construction, engineering, preservation, and urban planning, ensuring that architectural-history considerations are integrated early in project planning and execution. For any ground-disturbance or redevelopment project that involves built environment resources or historic districts, Michelle will ensure thorough assessment, proper documentation, and preservation guidance, thereby adding essential depth and breadth to the team's cultural-resource capabilities.

Key Staffing



Our team combines complementary yet distinct areas of expertise: archaeological fieldwork and regulatory compliance (Kevin, Anthony), together with built-environment and architectural-history evaluation (Michelle). That interdisciplinary capability mirrors standard best practice in cultural-resource consulting, where archaeologists, architectural historians, and preservation specialists collaborate to address all aspects of heritage compliance, documentation, and planning. This full breadth ensures potential impacts are evaluated comprehensively: from prehistoric deposits underground to historic buildings and landscapes above ground. Because the contract is as-needed and purchase-order based, our team's proven flexibility, regulatory fluency, and experience across varied project types give the reliability and responsiveness the City will need. **Team resumes are provided on the following pages to highlight the specific qualifications and experience each member brings to support the City's cultural-resource needs.**



Kevin Gidusko, MA, RPA

CONTRACT MANAGER /CULTURAL RESOURCES SUPERVISOR

A Cultural Resource Leader and public archaeology professional with over 14 years of experience across local, state, and federal levels. He has successfully managed a $6M+ regional portfolio with consistent annual growth and is an expert in developing and implementing operational systems from municipal to national scales. Kevin is adept at engaging diverse regulatory stakeholders and provides specialized oversight in Section 106 (NHPA) and Chapter 267 (Florida Statutes) compliance. He builds agile, efficient teams to meet client needs and has applied his expertise across multiple market sectors. He drives strategic cultural stewardship, ensuring preservation is embedded in every project.

ARDURRA

EDUCATION

Master of Arts,
Anthropology,
University of Central Florida

Master of Arts,
Anthropology,
University of Central Florida

REGISTRATIONS

Register of Professional Archaeologists (RPA), 17421

YEARS OF EXPERIENCE

14+ Years

*Prior to joining Ardurra

SELECT PROJECT EXPERIENCE

Broward County Archaeological and Historic Preservation Services, Continuing Services Contract

Senior Archaeologist and Project Manager. Kevin served as the Senior Archaeologist and Project Manager on this three-year County continuing services contract. In this role Kevin worked under the Broward County Historic Preservation Officer in the Urban Planning Division to provide cultural resource management services on behalf of the County. This included compliance review and response for project impacts (CTD and COA) to terrestrial and submerged historic properties; review of all archaeological reports submitted for County approval; maintenance of the County historic property inventory; and representation at monthly public meetings.

FDOT District Three Cultural Resources Districtwide Support Contract

Principal Investigator. Kevin serves as a Principal Investigator on this three-year districtwide on-call contract to provide cultural resource services to District Three. The District encompasses 16 counties and 11,500 square miles between Escambia and Jefferson Counties, FL. Kevin is responsible for managing all field data collection, meeting fieldwork standards for FDOT,, quality assurance during fieldwork, and DHR/SHPO approval of all projects and reviews.

SR 70 from East of SR 31 to County Line, DeSoto County, FDOT District One

Principal Investigator. The purpose of this Project Development and Environment (PD&E) Study was to develop and evaluate alternatives to increase capacity, meet existing and future travel demands, and address roadway deficiencies. Specifically, the PD&E study sought to assess the widening of a 16-mile stretch of SR 70 from East of SR 31 to the Highlands County line from two lanes to four. These changes were sought to increase roadway safety as well as accommodate future multimodal improvements. Kevin served as the project manager supporting all field efforts during the Cultural Resource Assessment Survey. The purpose of this CRAS was to locate and identify cultural resources within the project area that may be eligible for or listed in the National Register of Historic Places and assess project effects on these resources, if present.

Wabasso Causeway Hydrologic Survey, Indian River County, FDOT District Four

Project Manager and Principal Investigator. The purpose of this project was

Kevin Gidusko, MA, RPA

CONTRACT MANAGER/CULTURAL RESOURCES SUPERVISOR

ADDITIONAL SELECT PROJECT EXPERIENCE

to restore the hydrologic connection under both tidal relief channels along Wabasso Causeway (SR 510), as well as install a living shoreline to stabilize areas where mangroves had been previously removed. Kevin served as the project manager and principal investigator during all field activities of the Cultural Resource Assessment Survey and provided QA/QC for project deliverables. The purpose of this CRAS was to locate and identify cultural resources within the project area that may be eligible for or listed in the National Register of Historic Places and assess project effects on these resources, if present.

US 1 Pond Retrofit/Coastal Oaks, Indian River County, FDOT District Four

Project Manager and Principal Investigator. The purpose of this project was to dredge and grade an existing stormwater management facility along US Highway 1 in Indian River County. Kevin served as the project manager and Principal Investigator during the preparation of the supporting Cultural Resource Assessment Survey (CRAS). His responsibilities also included oversight of all field data collection, field quality assurance, and deliverable quality control. The purpose of this CRAS was to locate and identify cultural resources within the project area that may be eligible for or listed in the National Register of Historic Places and assess project effects on these resources, if present.

Chronicle Heritage (formerly PaleoWest)*

Kevin advanced from Project Manager to Office Principal and ultimately Regional Principal for the Southeast Region. In this senior leadership role, he oversaw two offices, more than 30 full-time staff, and over 50 on-call personnel, driving regional revenue exceeding $6M annually. He directed operations, staffing, business development, and strategic growth across diverse sectors including private development, telecommunications, energy, transportation, and federal programs. Kevin supervised Office Principals, minimized turnover through effective workforce planning, and led integration efforts during acquisitions. As a key member of the Change Management Team, he guided the firmwide implementation of a new project management platform across domestic and international teams. As Office Principal in Tallahassee, he managed daily operations and a staff of 20+ with revenue surpassing $4M, led regulatory-aligned archaeological survey efforts, developed staff training and procedures, and supported regional initiatives. Earlier in his career as Project Manager, he oversaw logistical planning and execution for more than 500 projects across multiple regulatory levels, managed large field teams, provided on-site leadership, oversaw equipment and fleet operations, and advanced regional health and safety practices.

University of South Florida Library's Digital Hertiage and Humanities Collection*

Kevin served as a Digital Technology Outreach Specialist, where he assisted in developing 3D digital data for the USF Library's Digital Heritage and Humanities Collection and acted as a liaison to various university departments to expand the use of 3D data for research and education. In this role, he developed and implemented both online and workshop-based training to strengthen student skills with the software and hardware offered through the Library's Digital Media Commons. He also created public-facing lectures and media materials to broaden awareness and engagement with digital technology initiatives.

Florida Public Archaeology Network (FPAN) East Central Region*

Kevin served as a Public Archaeology Coordinator II, overseeing all outreach and education initiatives across an eight-county region. He established a 3D laboratory to support public education efforts and managed an internship program that developed students' skills in 3D modeling for archaeology. Kevin collaborated with diverse public stakeholders to promote engagement with cultural resources throughout the region and delivered more than 800 public engagement events, including presentations, workshops, and community outreach activities.



Anthony Tricarico, Ph.D., RPA

CULTURAL RESOURCE COORDINATOR

A Sr. Archaeologist and Cultural Resource Coordinator with over 11 years of experience in cultural resource management across North America, the Caribbean, and Europe. For this contract, he brings proven expertise in archaeological research, fieldwork, cemetery studies, historic research, and artifact collections management. As a Principal Investigator, Anthony has led compliance projects that involve scoping, budgeting, supervising field teams, and producing high-quality reports and public information materials. Anthony's leadership in both technical investigations and public engagement makes him uniquely qualified to deliver comprehensive, accurate, and accessible results for this contract.

ARDURRA

EDUCATION

Doctor of Philosophy,
Applied Anthropology,
University of South Florida

Master of Arts,
Anthropology,
University of Central Florida

Bachelor of Science,
Evolutionary Anthropology,
Rutgers University

Bachelor of Arts,
History,
Rutgers University

REGISTRATIONS

Register of Professional Archaeologists (RPA), 4726

YEARS OF EXPERIENCE

11+ Years

SELECT PROJECT EXPERIENCE

Rhythm Residential Development Phase I Survey, DeKalb County, Georgia

Senior Archaeologist and Project Manager. Dr. Tricarico served as the Senior Archaeologist and project manager for this Phase I Cultural Resource Survey (CRS) on behalf of a proposed residential development in Doraville, DeKalb County, Georgia. The intent of this CRAS was to identify and document any cultural resources within the project Area of Potential Effects (APE), evaluate them for listing in the National Register of Historic Places (NRHP), and assess project effects to significant resources, if present. As a result of the CRS, seven previously unrecorded historic structures were identified within the project APE. Ardurra recommended that all of the resources be determined eligible for listing in the NRHP and found that the project undertaking would have an adverse effect on the seven structures.

City of Lakeland Historic Resources Survey, Polk County, Florida

Project Manager and Subject Matter Expert. The purpose of this on-going project is to prepare a historic resources survey of approximately 1,342 historic resources within the Munn Park and Dixieland Historic Districts within the City of Lakeland. This project is a component of a larger effort by the City to resurvey all resources across their seven historic districts. The intent of the survey is to reassess buildings considered contributing and noncontributing to the districts at the time of the original surveys (1993 and 1979/1997, respectively) due to either their age or condition, as well as record buildings that have since come of historic age. The results of the historic resources survey will be utilized by the City of Lakeland as an important component of their comprehensive community planning efforts.

FDOT District Three Cultural Resources Districtwide Support Contract

Principal Investigator. Dr. Tricarico service serves as a Principal Investigator on this three-year districtwide on-call contract to provide cultural resource services to District Three. The District encompasses 16 counties and 11,500 square miles between Escambia and Jefferson Counties, FL. Dr. Tricarico is also responsible for providing support to the Contract Manager, Matt Marino who is responsible for contract and budget management, scoping, establishing processes and standard operating procedures, reviewing project engineering plans to determine levels of effort, client communication, responding to proposal requests, meeting fieldwork standards, reporting, quality control, and DHR/SHPO approval of all projects and reviews.

Anthony Tricarico, Ph.D., RPA
CULTURAL RESOURCE COORDINATOR

ADDITIONAL SELECT PROJECT EXPERIENCE

Southside and Cannon Parcels Phase I Survey, Mobile County, Alabama
Senior Archaeologist and Project Manager Dr. Tricarico served as the Senior Archaeologist and project manager for this Phase I CRS in Theodore, Mobile County, Alabama. The client proposed to enhance wildlife habitat across 1,099 acres by removing exotic vegetation and restoring historic wetland hydrology. The intent of this CRS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRS Ardurra identified one previously unrecorded structure. The Ranch-style structure was recommended ineligible for listing in the NRHP. Ardurra recommended that the proposed project undertaking would result in no historic properties affected.

Mixon Farms Phase I Survey, Manatee County, Florida
Senior Archaeologist and Project Manager. Dr. Tricarico served as the Senior Archaeologist and project manager for this Phase I CRAS on behalf of a proposed residential development within Bradenton, Manatee County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, Ardurra identified one previously unrecorded structure (8MA02652). The Masonry Vernacular style building was recommended ineligible for listing in the NRHP. Ardurra recommended that the proposed project undertaking would result in no historic properties affected.

Alachua Solar Phase I Survey, Alachua County, Florida
Senior Archaeologist and Project Manager. Dr. Tricarico served as the Senior Archaeologist and project manager for this Phase I CRAS on behalf of a proposed solar development project in Alachua County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, Ardurra identified two previously recorded archaeological sites (8AL07596 and 8AL07597). Site 8AL07596 was recommended as ineligible for the NRHP, while site 8AL07597 was recommended as insufficient information. Overall, Ardurra recommended that the proposed undertaking will result in no adverse effect to historic properties. The Florida DHR concurred with this recommendation in January 2025.

Suwannee River State Park Phase I Survey, Suwannee County, Florida
Senior Archaeologist. Dr. Tricarico served as the Senior Archaeologist for this Phase I CRAS within the Suwannee River State Park in Suwannee County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, two previously recorded archaeological sites (8SU00199 and 8SU00355) and three previously recorded historic structures (8SU00410, 8SU00411, and 8SU00414) were reidentified. None of these resources were recommended as individually eligible for the NRHP. Ardurra recommended that the proposed project undertaking would result in no adverse effect to historic properties within the project APE. The Florida DHR concurred with this recommendation in November 2024.

Wabasso Causeway Hydrologic Survey, Indian River County, FDOT District Four
Project Manager and Subject Matter Expert. The purpose of this project was to restore the hydrologic connection under both tidal relief channels along Wabasso Causeway (SR 510), as well as install a living shoreline to stabilize areas where mangroves had been previously removed. Dr. Tricarico served as the project manager and client lead during the preparation of the supporting Phase I CRAS. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present.

US 1 Pond Retrofit/Coastal Oaks, Indian River County, FDOT District Four
Project Manager and Subject Matter Expert. The purpose of this project was to dredge and grade an existing stormwater management facility along US Highway 1 in Indian River County. Dr. Tricarico served as the project manager and client lead during the preparation of the supporting Phase I CRAS.



Matthew Marino, MA, RPA

CULTURAL RESOURCE COORDINATOR

Matt is a Senior Archaeologist and Cultural Resource Coordinator with over 10 years of experience with a focus on transportation project development. In his former role, Matt served as Office Principal and Transportation Lead for an international CRM firm. In this role, he established an FDOT Program that grew to support every District, the Turnpike, and the Office of Environmental Management (OEM). Prior to this, he was FDOT's State Cultural Resource Specialist and a NEPA Project Delivery Coordinator in OEM, where he managed the department's statewide cultural resources compliance program, provided Section 106 and Section 4(f) subject matter expertise and training, and supported the delivery of District NEPA projects.

ARDURRA

EDUCATION

Master of Arts,
Anthropology,
Washington State University

Bachelor of Science,
Anthropology,
University of Florida

REGISTRATIONS

Register of Professional Archaeologists (RPA), 4609

YEARS OF EXPERIENCE

11+ Years

SELECT PROJECT EXPERIENCE

Statewide Environmental Review and Analysis Consultant Support Contract, FDOT Office of Environmental Management

Senior Environmental Specialist. Matt supports FDOT OEM's project delivery, Section 106, and Section 4(f) programs on this Statewide support contract. Matt serves as a NEPA Project Delivery Coordinator (PDC), providing guidance on OEM's environmental project delivery process to the Districts and their consultants, conducting reviews of environmental and technical documents, and making recommendations for project approval to the OEM Administrators and Director. Matt also provides process guidance and document review support as a Section 106 and Section 4(f) Subject Matter Expert, contributes to PD&E Manual Revisions, and assisted with the development of the current Section 106 Programmatic Agreement.

FDOT District Three Cultural Resources Districtwide Support Contract, FDOT District Three

Contract Manager and Principal Investigator. Matt serves as Contract Manager and Principal Investigator on this three-year districtwide on-call contract to provide cultural resource services to District Three, and he has managed this contract since 2020. The District encompasses 16 counties and 11,500 square miles between Escambia and Jefferson Counties, FL. Matt is responsible for contract and budget management, scoping, establishing processes and standard operating procedures, reviewing project engineering plans to determine levels of effort, client communication, responding to proposal requests, meeting fieldwork standards, reporting, quality control, and DHR/SHPO approval of all projects and reviews. Under this contract, Matt also serves as a Section 4(f) Subject Matter Expert, and supports the District by reviewing Section 4(f) forms prepared by other consultants, preparing and submitting 4(f) documentation in the SWEPT tool, and coordinating with OEM and Officials with Jurisdiction (OWJ) in pursuit of Section 4(f) compliance.

PD&E Study for the Capital City to the Sea Trail System, State Road 30 from Kenneth B. Cope Avenue to the East End of the Ochlockonee Bridge, Franklin County, FDOT District Three

CRM Project Manager and Principal Investigator. The purpose of this PD&E Study was to evaluate alternatives for the construction of a multi-use trail that provides connectivity to trail systems in Wakulla and Gulf Counties. Field

Matthew Marino, MA, RPA
CULTURAL RESOURCE COORDINATOR

ADDITIONAL SELECT PROJECT EXPERIENCE

survey methods included pedestrian survey and subsurface testing throughout the APE. Archaeologists excavated 257 shovel test pits, and 6 were positive for cultural material. As a result of the archaeological survey, 6 previously recorded archaeological sites and 1 previously recorded archaeological district were revisited, and 6 Archaeological Occurrences were identified. The architectural survey resulted in documentation of 59 historical resources. Significant resources included the Camp Gordon Johnston (FR00900) archaeological district and three archaeological sites, Carrabelle Fire Tower (FR01271), Putnal Lanark Station (FR01646), Lanark Village (FR03464), and Scenic Highway US 98 (FR03469). Our team determined that the project would have no adverse effect on these resources, and the SHPO concurred.

FDOT District One General Consultant Services TWO 70, CRM Program Management Support, FDOT District One

Interim District Cultural Resource Coordinator. Matt served as a Cultural Resource Specialist and Interim District Cultural Resource Coordinator (CRC) supporting the District One Environmental Management Office on a multi-year districtwide on-call general support services contract. In this role, he provided CRM Program management support to District One by conducting project plans and document reviews, tracking project progress, attending meetings, coordinating with District staff, consultants, OEM, and DHR, and providing subject matter expertise in Section 106 and Section 4(f). Matt also led a team of archaeologists, historians, and architectural historians in the scoping, execution, and delivery of Cultural Resource Assessment Surveys to support District projects.

SR 5/US 1/Seven Mile Bridge (Bridge No. 900101) over the Moser Channel, Monroe County, FDOT District Six

Section 4(f) Subject Matter Expert. The purpose of this Project Development and Environment (PD&E) Study is to address the structural deterioration and substandard elements of the SMB, accommodate pedestrians and bicyclists and improve emergency evacuation and response. The project is anticipated to be an Environmental Assessment pursuant to the National Environmental Policy Act (NEPA) and includes the consideration of multiple alternatives to replace the existing bridge while maintaining the Moser Channel (USCG Navigable Channel). The project will assess natural, physical, and cultural impacts to the environment, and involves coordination/consultation with the Florida Keys National Marine Sanctuary, NOAA – Fisheries, US Fish and Wildlife Service, US Coast Guard, US Army Corps of Engineers, Florida Department of Environmental Protection, South Florida Water Management District, Florida Fish and Wildlife Conservation Commission, and Monroe County. It also includes public engagement with the affected public and business interests.

Turnpike Widening from N of SR 60 (MP 193) to S of Kissimmee Park Rd (MP 238.5), Osceola County, Florida's Turnpike

Senior Archaeologist, Section 106 Subject Matter Expert. The purpose of this PD&E Study is to develop and evaluate alternatives to increase capacity, meet existing and future travel demands, address roadway deficiencies, and identify potential new interchange locations. The project is anticipated to be a State Environmental Impact Report (SEIR) and includes consideration of multiple alternatives (typical sections, horizontal alignments, vertical alignments), and evaluation of new interchange locations and configurations. All alternatives will maintain access to the existing Canoe Creek Service Plaza (MP 229) and the Mainline All-Electronic-Toll gantry at approximately MP 236. The project will evaluate opportunity to provide wildlife The project will assess natural, physical, and cultural impacts to the environment and involves coordination with South Florida Water Management District, St Johns River Water Management District, US Army Corp of Engineers, US Fish and Wildlife Service, and Osceola County. It also includes placement of new tolling points at potential in changes and public engagement with the affected public and business interests.



Bianca Maltese Book, MS, RPA

SENIOR ARCHAEOLOGIST

Bianca is a Senior Archaeologist with Ardurra's Cultural Resource Management Group. She has five years of experience conducting, managing, and delivering cultural resource projects across North America, from the Great Plains of the Midwest to the Everglades of the Southeast. Bianca previously served as Principal Investigator for an international civil engineering firm and a terrestrial ecology firm, where she assisted in the development of the Southeast region, oversaw fieldwork, and managed deliverables for cultural resource compliance projects. Bianca is well versed in precontact cultural material and bioarchaeological remains and has demonstrated proficiency in Section 106 of the National Historic Preservation Act and Chapter 267, Florida Statutes.

EDUCATION

Master of Arts,
Anthropology,
Florida State University

Bachelor of Science,
Anthropology,
Florida State University

REGISTRATIONS

Register of Professional Archaeologists (RPA), 5659

YEARS OF EXPERIENCE

5+ Years

*Prior to joining Ardurra

SELECT PROJECT EXPERIENCE

Magnolia Parke Phase I Survey, Aalchua County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Phase I Cultural Resource Assessment Survey (CRAS) on behalf of a proposed residential development in Gainesville, Alachua County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project Area of Potential Effects, evaluate them for listing in the National Register of Historic Places (NRHP), and assess project effects to significant resources, if present. As a result of the CRAS, one previously unrecorded archaeological site (AL07614) was identified within the project APE. Ardurra recommended that the resource be determined ineligible for listing in the NRHP and found that the project undertaking would have no adverse effect on the archaeological site.

14th Street Phase I Survey, Nassau County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Phase I CRAS on behalf of a proposed residential development in Fernandina Beach, Nassau County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, no previously unrecorded cultural resources were identified within the project APE. Ardurra recommended that the project proceed, being that no historic properties were to be affected.

Gilchrist Elementary School, Gilchrist County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Desktop Assessment Survey on behalf of a proposed elementary school in Gilchrist County, Florida. The intent of this Desktop Assessment was to determine if a CRAS is recommended for the proposed Project, pursuant to the Gilchrist Land Development Code (LDC) (Section 8.05.01), and the provisions in Chapter 267, Florida Statutes (F.S.). As a result of the Desktop Assessment, Ardurra recommended that a Phase I CRAS be conducted prior to future development of the project area.

Miccosukee Road Sidewalk Improvements, Leon County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Phase I CRAS on behalf of a proposed sidewalk improvements project in Tallahassee, Leon County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, one

Bianca Maltese Book, MS, RPA
SENIOR ARCHAEOLOGIST

ADDITIONAL SELECT PROJECT EXPERIENCE

previously unrecorded historic structure (LE07009) and a new segment of linear resource Miccosukee Road (LE06606) was identified within the project APE. Ardurra recommended that the historic structure be determined ineligible and that the linear resource be determined eligible for listing in the NRHP and found that the project undertaking would have no adverse effect on the cultural resources.

State Road 10 (US 90) from Duval Street to West of Quincy Creek Phase I Survey, Gadsden County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Phase I CRAS on behalf of a proposed FDOT, District 3 project in Gadsden County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, three previously unrecorded historic structures (GD03503-GD03505) and a new segment of linear resource State Road 10 (US 90; GD02918) were identified within the project APE. Ardurra recommended that the resources be determined ineligible for listing in the NRHP and found that the project undertaking would have no adverse effect on either of the cultural resources.

Springhill Road over Munson Bridge Number 550054 Phase I Survey, Leon County, Florida

Principal Investigator. Bianca served as the Principal Investigator for this Phase I CRAS on behalf of a proposed FDOT, District 3 project in Leon County, Florida. The intent of this CRAS was to identify and document any cultural resources within the project APE, evaluate them for listing in the NRHP, and assess project effects to significant resources, if present. As a result of the CRAS, six previously unrecorded historic structures (LE07011-LE07016) and one bridge (LE07017) were identified within the project APE. Ardurra recommended that the resources be determined ineligible for listing in the NRHP and found that the project undertaking would have no adverse effect on any of the cultural resources.

Prentice, Thomas, and Associates*

Staff Archaeologist. Conducted comprehensive Phase I archaeological surveys and excavations throughout the Ocala National Forest, contributing to the identification and preservation of culturally significant resources.

Versar, Inc.*

Staff Archaeologist. Conducted Phase I archaeological investigations at Avon Park Air Force Range, carrying out systematic field surveys and excavation activities to identify and document cultural resources in accordance with federal standards.

SEARCH, Inc.*

Staff Archaeologist. Bianca conducted Phase I, II, and III archaeological excavations across the Southeast, providing comprehensive field documentation and compliance support. She monitored active construction projects to identify and protect significant archaeological materials and features. Bianca analyzed precontact and historic artifacts from diverse site contexts and prepared detailed technical reports, including Phase I Cultural Resource Assessment Survey reports for FDOT projects in alignment with Section 106 requirements.

Environmental Solutions and Innovations, Inc.*

Principal Investigator. In this role, Bianca led Phase I excavations across the Midwest, overseeing fieldwork and ensuring rigorous adherence to archaeological standards. Bianca authored comprehensive Phase I Cultural Resource Assessment Survey reports in compliance with Section 106, demonstrating expertise in cultural resource management and regulatory reporting.

TRC Companies*

Principal Investigator. Bianca conducted cultural resource reconnaissance surveys across the Southeast and authored Phase I Cultural Resource Assessment Survey reports in support of Section 106 compliance. She collaborated with project teams to ensure timely, accurate documentation and regulatory adherence.



Michelle Evans, M.F.A.

SENIOR ARCHITECTURAL HISTORIAN

Michelle is a Senior Architectural Historian with over 14 years of experience delivering cultural resource management and historic preservation services across the United States. She began her career with Georgia's State Historic Preservation Office, where she reviewed Section 106 compliance documents and advised municipalities. In the private sector, she has managed projects in construction, engineering, preservation, and urban planning, conducted historic resource surveys, prepared NRHP nominations, and developed design guidelines. Michelle's expertise ensures that architectural history requirements are thoroughly addressed, documented, and integrated into project planning and execution.

ARDURRA

EDUCATION

Master of Fine Arts,
Historic Preservation,
Savannah College of Art and Design

Bachelor of Science,
History,
University of South Florida

Associate of Arts,
Liberal Arts,
St. Petersburg College

REGISTRATIONS

Register of Professional Archaeologists (RPA), 4726

YEARS OF EXPERIENCE

14+ Years

SELECT PROJECT EXPERIENCE

Phase I Cultural Resource Assessment Survey (CRAS), 14th Street Property, Nassau County, Florida

Senior Architectural Historian. Michelle was responsible for completing the local history and architectural history portions of the Phase I CRAS for the 14th Street Property project in downtown Fernandina Beach, Nassau County. The purpose of this project was to identify and document any cultural resources within the Area of Potential Effect (APE), evaluate them for listing in the National Register of Historic Places (NRHP), and assess project effects to significant resources.

Phase I CRAS, Legion Field Park & Global Learning Academy Sidewalks, Escambia County, FDOT District Three

Senior Architectural Historian. Michelle was responsible for completing the local history portion of the Phase I CRAS for the Legion Field Park & Global Learning Academy Sidewalks project in Pensacola, Escambia County. The purpose of this project was to identify and document any cultural resources within the APE, evaluate them for listing in the NRHP, and assess project effects to significant resources. This project was prepared for the Florida Department of Transportation and included the documentation of a historic cemetery established in 1876.

Phase I CRAS, Miccosukee Road Sidewalk Improvements, Leon County, FDOT District Three

Senior Architectural Historian. Michelle was responsible for completing the local history and architectural history portions of the Phase I CRAS for the Miccosukee Road Sidewalk Improvements project in Tallahassee, Leon County. The purpose of this project was to identify and document any cultural resources within the APE, evaluate them for listing in the NRHP, and assess project effects to significant resources.

Photographic Permanent Archival Record (PAR), Rhythm Residential Development, DeKalb County, Georgia

Senior Architectural Historian. Michelle was responsible for completing the PAR for the Rhythm Residential Development project in Doraville, DeKalb County. The purpose of this project was to photo document for the permanent archival record all eligible historic resources associated with the project area for the client. The PAR documented resources built between 1950-1966 and included five single-family residences, two outbuildings, and two churches located within the Carver Hills Historic District.

Michelle Evans, M.F.A.
SENIOR ARCHITECTURAL HISTORIAN

ADDITIONAL SELECT PROJECT EXPERIENCE

6MD2650B Cellular Rooftop Collocation, Miami-Dade County, Florida
Senior Architectural Historian. Michelle was responsible for the architectural history portion of the CRAS for a cellular rooftop collocation in Miami Beach, Miami-Dade County. The purpose of this project was to document the collocation building and assess the visual effects for 52 previously recorded historic resources within the APE, including the NRHP-listed Lincoln Road Mall and Miami Beach Architectural District. The collocation building itself was constructed in 1961 in the Miami Modernist style by internationally renowned architect, Morris Lapidus

Hogans Creek Restoration and Mitigation Project, Duval County, Florida
Senior Architectural Historian and Team Lead. Michelle was responsible for completing the Section 106 Case Study for the Hogans Creek Restoration and Mitigation Project in downtown Jacksonville, Duval County. The purpose of this project was to assess proposed stream restoration activities and the demolition of historic bridges along Hogans Creek designed by the American Architect J. Klutho.

Tanner Road Mitigation Project, Hillsborough County, Florida
Senior Architectural Historian. Michelle was responsible for preparing a historical narrative and Florida Historical Marker Program Application as well as managing the completion of a Level II Historic American Survey for the Tanner Road Mitigation Project in Tampa, Hillsborough County. The purpose of this project was to complete Memorandum of Agreement stipulations regarding the demolition of a nineteenth century farmstead in Tampa significant to local history and the Florida citrus industry.

Ashford Commercial District NRHP Nomination, Houston County, Alabama
Senior Architectural Historian. Michelle collaborated on the NRHP nomination for the Ashford Commercial District in downtown Ashford, Houston County. Michelle was responsible for compiling inventory lists, quality control of results maps, and writing and reviewing portions of the nomination. The project included a wide variety of building styles including a Late Victorian railroad depot, Art Deco theatre, and New Formalist bank.

Triple H Ranch Phase I CRAS, Osceola County, Florida
Senior Architectural Historian. Michelle was responsible for the Phase I CRAS for the Triple H Ranch project in St. Cloud, Osceola County. The purpose of this project was to identify and document any cultural resources within the APE, evaluate them for listing in the NRHP, and assess project effects to significant resources. This project included the documentation of a historic canal built circa 1897 with an association to one of Hamilton Disston's original drainage projects.

City of Venice Historic Structure Survey, Phase I, Gulf View Section, Sarasota County, Florida
Senior Architectural Historian and Team Lead. Michelle collaborated on the historic resources survey of the Gulf View Section in Venice, Sarasota County. Michelle was responsible for supervision of the field staff, quality control of results maps, compiling inventory lists, and researching and writing much of the 144-page survey report. The project highlights the original plan for the City of Venice designed by American landscape architect, John Nolen.

Town of Atlantic Beach NRHP Nomination, Horry County, South Carolina
Senior Architectural Historian. Michelle collaborated on the NRHP nomination for the twentieth century African American seaside community of Atlantic Beach, Horry County. Michelle was responsible for compiling inventory lists, writing and reviewing portions of the nomination, and coordinating with the client, advisory group, and South Carolina SHPO.

Ethel Story Map Project, Lake County, Florida
Senior Architectural Historian. Michelle collaborated on the story map for the lost town of Ethel in Lake County. Michelle was responsible for researching and writing content and assisting with the creation of the story map called Unearthing Ethel: The Story of How a Florida Ghost Town was Lost and Found.

EXPERIENCE

Ardurra operates with a singular focus: to provide high-quality and cost-effective cultural resources services to our clients by assembling a team of exceptional cultural resource professionals. We are dedicated to preserving and protecting the nation's historic and cultural heritage while ensuring projects move forward in compliance with applicable laws and regulations. In turn, this experience has led our team to become trusted partners to agencies, private clients, and communities throughout the Southeast. On the following pages, please find five representative projects, which demonstrate those services requested by the City of New Smyrna Beach. Respective client references who can speak towards their recent experience with Ardurra are also included. Additional written reference letters can be found within the References section of this submittal.

Lakeland Phase II Historic Districts Resurvey

Lakeland, Polk County, Florida



CLIENT

Emily Foster
Senior Planner, Historic Preservation
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, Florida 33801
Emily.Foster@lakelandgov.net
863.834.6094

DURATION

Feb., 2025 - Sept., 2025

ORIGINAL/ACTUAL BUDGET

$144,980/ $144,980

PROJECT DESCRIPTION

Ardurra conducted an architectural survey of historic resources in the Munn Park and Dixieland locally designated Historic Districts on behalf of the City of Lakeland in Polk County, Florida. The Project was funded through a Small Matching Grant from the Division of Historical Resources, Florida Department of State. The purpose of the Project was to identify, document, and evaluate all historic resources constructed before 1976 and to provide the City of Lakeland with an updated inventory of contributing and non-contributing resources in the districts and recommendations for possible district amendments. Ardurra documented 941 historical resources comprising 325 newly recorded resources and 616 updated resources.

PROJECT RELEVANCE

- Historic resources survey
- Cultural resources consultation with local municipality
- Identify contributing structures located within the National Registered Historic Districts and update the Master Site Files as needed
- Report preparation in accordance with Department of State, Division of Historical Resources

Picayune Strand Archaeological Monitoring

Picayune Strand State Forest, Collier County, Florida



CLIENT

Jon Simon Suarez
Archaeologist
U.S. Army Corps of Engineers, Jacksonville District
701 San Marco Bouelvard
Jacksonville, Florida, 32207
JonSimon.C.Suarez@usace.army.mil
904.232.3634

DURATION

Dec., 2021 - Dec., 2023

ORIGINAL/ACTUAL BUDGET

$292,504/ $292,504

PROJECT DESCRIPTION

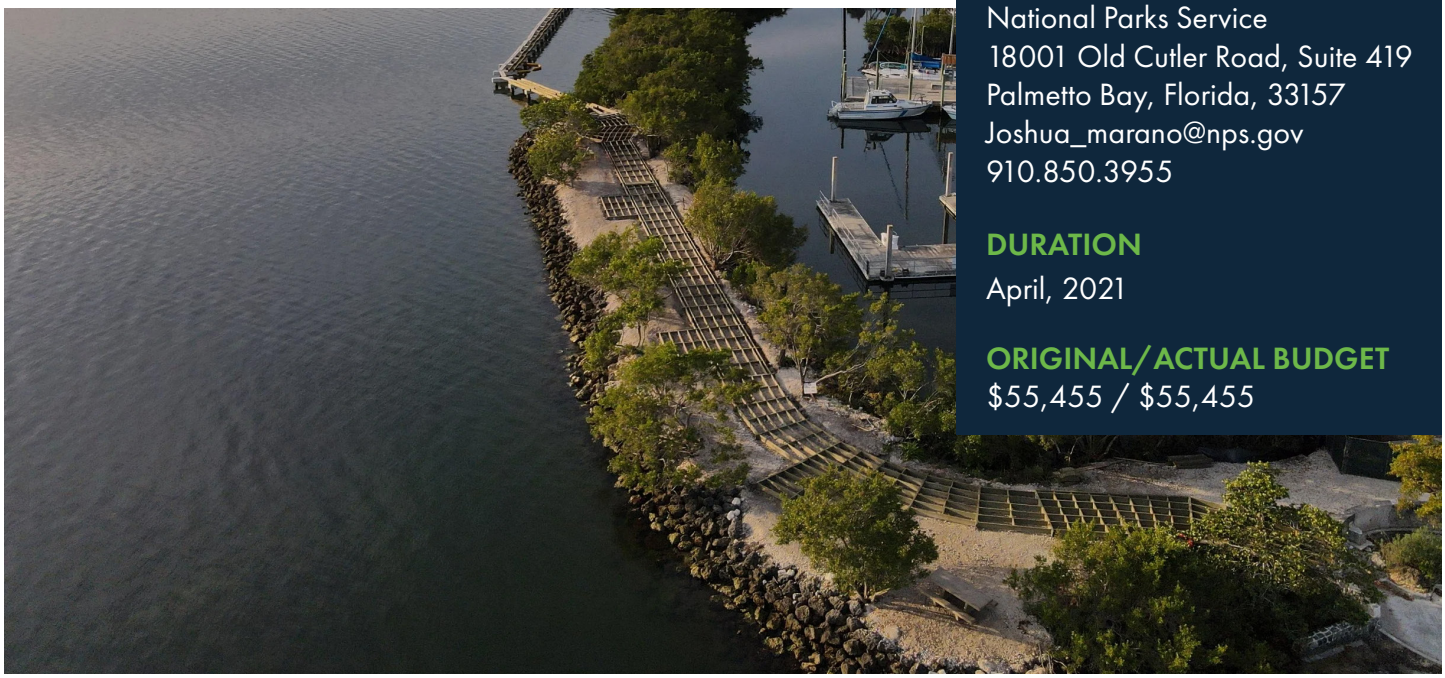
Ardurra key staff provided archaeological monitoring services on behalf of the U.S. Army Corps of Engineers (USACE), Jacksonville District for the multi-year Picayune Strand Restoration project within the Picayune Strand State Forest in Collier, County, Florida. The USACE Jacksonville District proposed to fill in several canals including the Miller, Faka Union, and Stair-Step canals within the state forest. The project was intended to restore the natural hydrology of the region after decades of planned developments during the mid-20th century. Eight previously recorded archaeological sites were within the project Area of Potential Effects (APE). As a result of archaeological monitoring, Ardurra key staff determined tha the project had no effect on archaeological material associated with any of the previously recorded sites.

PROJECT RELEVANCE

- Archaeological Monitoring
- Minimizing potential impacts on archaeological sites by any activities proposed for such suites
- Advising the project manager of any relevant archaeological issues

Adams Key Concrete Dock Repair and Shoreline Erosion Repairs

Boca Chita Key, Biscayne National Park, Miami-Dade County, Florida



CLIENT

Joshua Marano
Maritime Archaeologist
National Parks Service
18001 Old Cutler Road, Suite 419
Palmetto Bay, Florida, 33157
Joshua_marano@nps.gov
910.850.3955

DURATION

April, 2021

ORIGINAL/ACTUAL BUDGET

$55,455 / $55,455

PROJECT DESCRIPTION

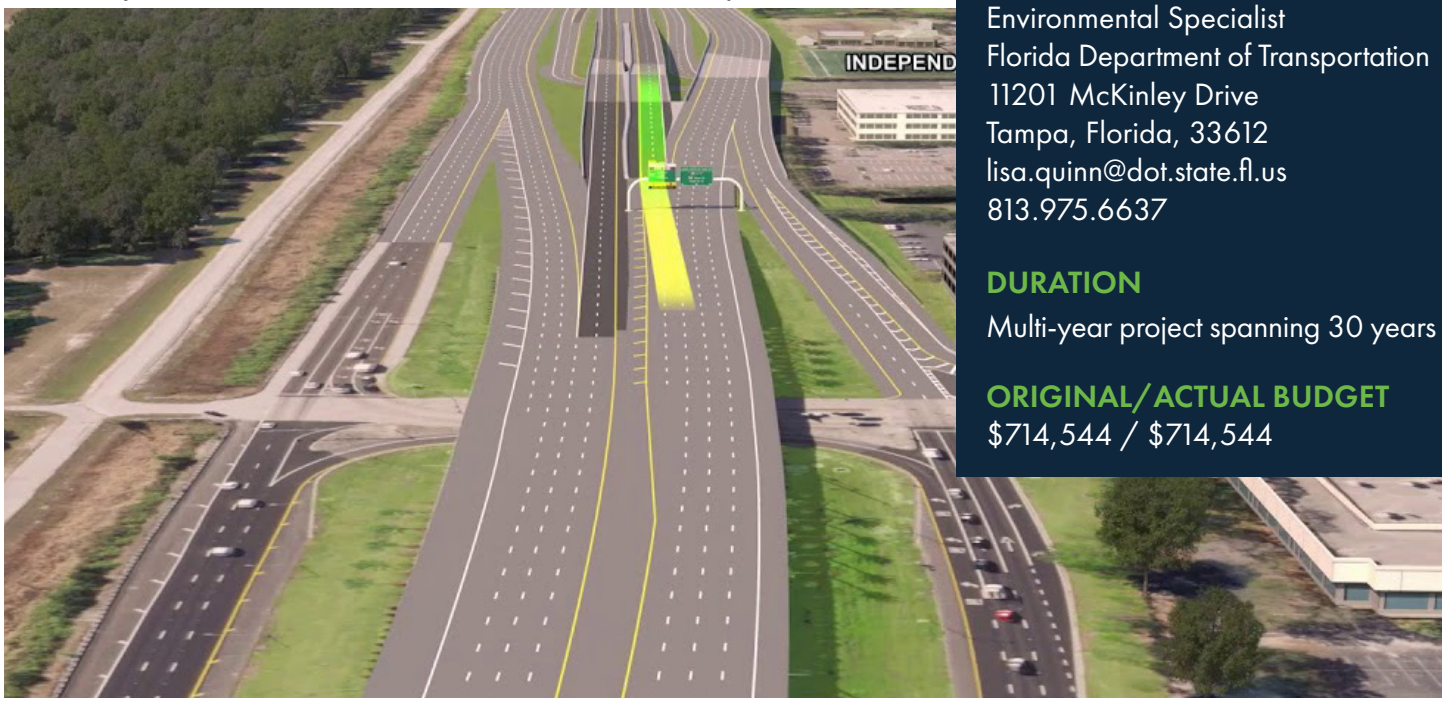
Under contract with Stantec and the National Park Service (NPS), Janus Research (now Ardurra) conducted a Phase I Cultural Resources assessment survey on behalf of a dock repair and shoreline-stabilization project. The project included the development and submission of a research design and Archaeological Resources Protection Act (ARPA) permit application to the Southeastern Archaeological Center (SEAC), NPS, as well as extensive coordination with SEAC, Biscayne National Park, and the Denver Service Center (DSC). The project included a geophysical investigation, including ground penetrating radar (GPR), time domain electromagnetics (TDEM) and conventional electromagnetic (EM) pipe and cable locators, to locate any buried utilities and historic building features or other structural remains. Systematic shovel-testing was also conducted at varying intervals across the Area of Potential Effect (APE). All historic artifacts, features, utilities, etc. located during the geophysical and archaeological surveys were mapped. All artifacts and geophysical data were curated, organized, and submitted to NPS according to ARPA standards. The final report was submitted and accepted by the Florida Division of Historical Resources.

PROJECT RELEVANCE

- Testing and excavation in compliance with Chapter 50 of the Code of Ordinances
- Identify the presence and/or potential or prehistoric or historic archaeological sites within project areas
- Record archaeological sites and develop strategies for preservation of archaeological resources
- Report preparation in accordance with Department of State, Division of Historical Resources

Tampa Interstate Study (TIS)

Ybor City National Historic Landmark District, Tampa, Florida



CLIENT

Lisa Quinn
Environmental Specialist
Florida Department of Transportation
11201 McKinley Drive
Tampa, Florida, 33612
lisa.quinn@dot.state.fl.us
813.975.6637

DURATION

Multi-year project spanning 30 years

ORIGINAL/ACTUAL BUDGET

$714,544 / $714,544

PROJECT DESCRIPTION

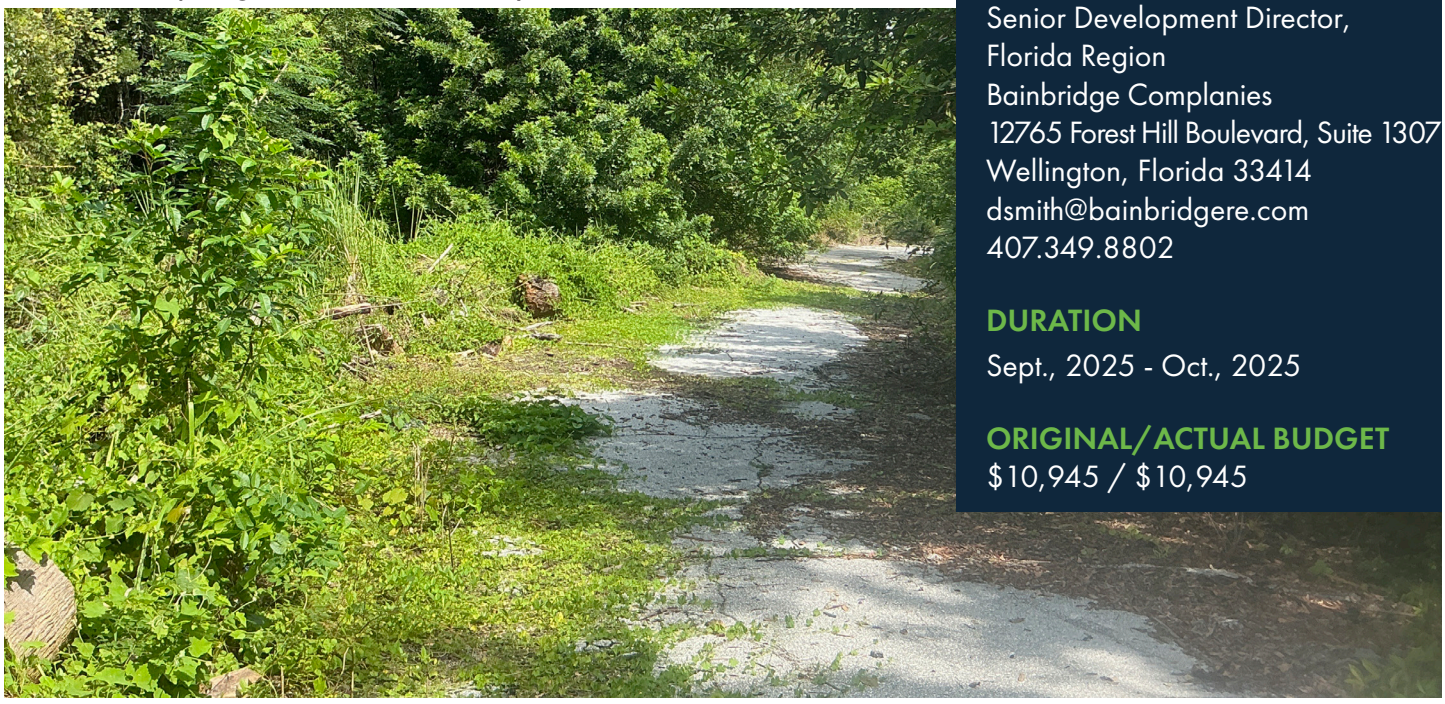
Janus Research (now Ardurra) has been involved in the cultural resources and historic preservation aspects of the Tampa Interstate Study since the 1990s. This project, which has extended over a 30-year period, is considered one of the largest Section 106 projects in the country and has been nationally recognized for its extensive public involvement and innovative work within the National Historic Landmark (NHL) District. Survey work as part of Cultural Resources Assessment Surveys was conducted during various phases of the project to document hundreds of contributing and non-contributing resources in the historic district. Due to the relocation and removal of resources, an overall Historic American Landscape Survey (HALS) documentation package of the Ybor City NHL Historic District was prepared. Prior to the HALS documentation, Janus Research had completed over 100 Historic American Building Survey (HABS) Level II and III packages for individual historic buildings within the district. The TIS project also highlights our considerable public outreach experience in community meetings and consensus building, as the Cultural Resources Committee (CRC) established for this project has met over 100 times through the years. Historic Architectural Restoration and Maintenance was a component of this project, as numerous buildings were relocated and re-sited in the historic district in an appropriate manner with historic setbacks. The restoration of numerous buildings in the district took place according to the Secretary of the Interior's Standards, and the houses were then marketed and sold. Janus Research led the implementation of the complex Memorandum of Agreement (MOA) that has governed this project, and the completion of the HALS package was the last step in that massive undertaking.

PROJECT RELEVANCE

- HABS/HALS documentation
- Identify contributing structures located within the National Registered Historic Districts and update the Master Site Files as needed
- Participate in the planning state of applicable projects, to minimize potential impact to historic resources
- Report preparation in accordance with Department of State, Division of Historical Resources

Gateway Drive Multifamily Phase I CRAS

Altamonte Springs, Seminole County, Florida



CLIENT

Derek Smith
Senior Development Director,
Florida Region
Bainbridge Complanies
12765 Forest Hill Boulevard, Suite 1307
Wellington, Florida 33414
dsmith@bainbridgere.com
407.349.8802

DURATION

Sept., 2025 - Oct., 2025

ORIGINAL/ACTUAL BUDGET

$10,945 / $10,945

PROJECT DESCRIPTION

Ardurra conducted a Phase I cultural resource assessment survey (CRAS) on behalf of Bainbridge Communities Acquisition I, LLC., in support of the 0.067-square kilometer (km2) (16.6-acre [ac]) Gateway Drive Multifamily Project in Altamonte Springs, Seminole County, Florida. The proposed undertaking included a multifamily residential development within three parcels (Parcel ID Nos. 22-21-29-300-0260-0000, 22-21-29-300-038B-0000, and 22-21-29-501-0A00-0000). Ardurra conducted a Phase I CRAS in compliance with the provisions in Chapter 267, as revised, and Chapter 373, Florida Statutes (F.S.). The project methodology was designed in accordance with the Florida Division of Historical Resources (FDHR) Module Three Guidelines for Use by Historic Preservation Professionals (FDHR 2003) and Chapter 1A-46, Florida Administrative Code (FAC). Ardurra's September 2025 Phase I field survey consisted of a full-coverage pedestrian survey of the entire APE and the excavation of 6 systematically placed shovel test pits (STPs) at intervals of 100-m (328-ft) and judgmentally based on archaeological potential. In addition, Ardurra field staff conducted a historic resources field survey to locate and identify previously recorded and/or unrecorded historic resources within the APE. As a result of the CRAS, no archaeological materials or historical elements of the built environment were encountered within the APE. Ardurra recommended that the proposed undertaking will result in no historic properties affected.

PROJECT RELEVANCE

- Conduct testing as required by Chapter 50 of the Code of Ordinances
- Identify the presence and/or potential or prehistoric or historic archaeological sites within the project area
- Report preparation in accordance with Department of State, Division of Historical Resources

Summary of Legal and Contractual Compliance

Ardurra Group, Inc., its affiliated entities, and their officers and directors have no prior or ongoing criminal or civil litigation, investigations, arbitration, or administrative proceedings that would affect the successful delivery of this contract. There have been various actions against Ardurra arising out of the ordinary conduct of its business, most of which are unrelated to the performance of its professional services (such as slip-and-fall claims). It is the opinion of management that the resolution of any ongoing actions will not materially affect the consolidated financial position of the company, the company's operations, or the company's ability to perform the services being solicited.

Below is a list of litigation related to Ardurra's professional services commenced in the three years preceding the date of submission of this response :

No.	Date of Matter	Names of Parties	Nature of Matter	Current Status
01	10.02.25	Maria M. Valdivia Zuniga vs. Magdalena Feefe, Et Al	Motor vehicle accident and allegations against parties involved in a water utility improvement project in Oceanside, California.	Matter is pending. Ardurra denies all allegations.
02	04.09.25	City of Parma v. Ardurra Group, Inc.	Claim brought by City alleging deficiencies in the design of a wastewater treatment plant.	Matter is pending. Ardurra denies all allegations.
03	06.14.24	AFR LLV, vs. Atlantic Subsea, Inc. and Sea Gate Association and CG3PL Engineering DPC and Rogers Surveying PLLC	Claim brought by a landowner adjacent to the Sea Gate Homeowner's Association property alleging trespass and damage to a bulkhead. CG3PL Engineering DPC provided design services to the HOA.	Matter is pending. CG3PL (Ardurra) denies all allegations.
04	12.03.24	Holiday Builders, Inc. vs. Ardurra Group, Inc., and Florida Engineering, LLC	Homebuilder brought allegations against surveyor (Ardurra) and designer regarding elevation of home.	Parties agreed to a confidential settlement and the matter was dismissed.
05	12.04.23	Christopher Hernandez v. City of Doral, A.U.M. Construction, Inc., & 300 Engineering Group, P.A. and Isvany Ponce vs. City of Doral, A.U.M Construction & 300 Engineering Group, P.A.	Motor vehicle accident and allegations against parties involved in an intersection improvement project for the City of Doral.	Parties agreed to a confidential settlement and the matter was dismissed.
06	09.27.23	City of San Diego (TX) vs. The 5125 Company (Earthworks Enterprise), Ardurra Group Inc. and Robert Viera	City claimed design and construction defects related to a drainage improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.

REFERENCES

Written Letters

Ardurra Cultural Resources Group
Client Reference

Contact Information:

- Name DaMonica Smith
- Title: Chief Strategy Officer
- Address: 820 East Park Avenue, Building F100, Tallahassee, FL 32301
- Phone Number: 305-797-8365
- Email: DSmith@dsrconsultant.com

Project Information:
Our organization had the opportunity to work with Ardurra on the following project:

- Project Name: Florida Department of State, Abandon African-American Cemetery Project
- Date of Service: March 2025 - June 2025

Description of Project:

Deliver comprehensive archaeological monitoring and documentation services throughout the project duration, overseeing all ground disturbing activities. Provide weekly notes and a final report to include photographs, observations, and findings.

Reference:	Yes/No
1. Were you satisfied with the Ardurra's overall performance?	Yes
2. Did Ardurra adhere to the scope of work and bid requirement?	Yes
3. Did Ardurra provide deliverables as agreed upon?	Yes
4. Would you Engage with this firm again?	Yes

Additional Comments:

DSR had a genuinely positive experience working with Ardurra, who delivered thorough archaeological monitoring and reporting services with a level of professionalism that stood out from day one. Their team included a highly qualified bioarcheologist and their guidance throughout subsurface and ground disturbance activities was consistently steady and informed. They stayed engaged, responsive, and clear in every interaction.

Signature: 

Date: 12/1/2025

1305 Market Street, Suite 205 | Tallahassee, FL 32312 | 850.741.1619 | www.ardurra.com

Ardurra Cultural Resources Group
Client Reference

Contact Information:

- Name Barry D. Greenhouse
- Title: President
- Address: 6110 River Chase Circle, Atlanta, GA 30328
- Phone Number: (770) 988-9091
- Email: Barry.Greenhouse@GreenhouseConsultants.com

Project Information:
Our organization had the opportunity to work with Ardurra on the following project:

- Project Name: Toll Brothers Chamblee Park, and many others
- Date of Service: 2019-present

Description of Project:

Numerous phase of cultural resources services, including archaeological survey, historic structures identification, State and Federal agency review and negotiation, develop Memorandum of Agreement, PAR photography, Story Map development, among others.

Reference:	Yes/No
1. Were you satisfied with the Ardurra's overall performance?	Yes
2. Did Ardurra adhere to the scope of work and bid requirement?	Yes
3. Did Ardurra provide deliverables as agreed upon?	Yes
4. Would you Engage with this firm again?	Yes

Additional Comments:

Ardurra has always been responsible for prompt and efficient completion of all aspects of all projects we have had the privilege to work with the firm. Ardurra has always delivered results efficiently and timely. Ardurra personnel have been a pleasure to work with and have always completely met our project needs.

Signature:

Date: 12/2/2025

Ardurra Cultural Resources Group
Client Reference

Contact Information:

- Name Emily Foster
- Title: Senior Planner - Historic Preservation
- Address: 228 S. Massachusetts Avenue, Lakeland, FL 33801
- Phone Number: 863-834-6094
- Email: Emily.Foster@lakelandgov.net

Project Information:
Our organization had the opportunity to work with Ardurra on the following project:

- Project Name: Lakeland Phase II Historic Districts Resurvey
- Date of Service: February - September 2025

Description of Project:

Ardurra conducted an architectural survey of historic resources in the Munn Park and Dixieland locally designated Historic Districts on behalf of the City of Lakeland in Polk County, Florida. Per the grant agreement language, all previously recorded resources and all unrecorded resources constructed prior to 1976 in each district were surveyed. Ardurra documented 941 historical resources comprising 325 newly recorded resources and 616 updated resources.

Reference:	Yes/No
1. Were you satisfied with the Ardurra's overall performance?	Yes
2. Did Ardurra adhere to the scope of work and bid requirement?	Yes
3. Did Ardurra provide deliverables as agreed upon?	Yes
4. Would you Engage with this firm again?	Yes

Additional Comments:

Anthony, Michelle, and the entire team at Ardurra Group, Inc. were an absolute pleasure to work with for the resurvey of two of Lakeland's Historic Districts. From project start to finish, their team demonstrated professionalism, efficiency, and genuine care for customer satisfaction. Communication was clear and timely, and every interaction felt personalized and thoughtful. The project results met all of our expectations—high quality, delivered on time, and backed by excellent support. It's rare to find a historic resource consultant that combines expertise with such a friendly, approachable attitude. I highly recommend Ardurra to anyone looking for reliability, integrity, and superior results.

Signature: Foster, Emily Digitally signed by Foster, Emily Date: 2025.12.01 14:57:08 -05'00'

Date: 12/01/2025

1305 Market Street, Suite 205 | Tallahassee, FL 32312 | 850.741.1619 | www.ardurra.com

Ardurra Cultural Resources Group
Client Reference

Contact Information:

- Name Zena Riley-Taylor
- Title: Senior Environmental Specialist
- Address: 1255 Office Park Drive Chipley, FL 32428
- Phone Number: 850 326 2306
- Email: zena.rileytaylor@volkert.com

Project Information:
Our organization had the opportunity to work with Ardurra on the following project:

- Project Name: FDOT District Three Districtwide Cultural Resource Assessment Surveys
- Date of Service: 2024-2025

Description of Project:

Multiple projects within District Three (i.e., resurfacing, maintenance, sidewalks, bridge replacements, etc.) that required cultural resource assessment/review and document preparation for compliance with Section 106

Reference:	Yes/No
1. Were you satisfied with the Ardurra's overall performance?	Yes
2. Did Ardurra adhere to the scope of work and bid requirement?	Yes
3. Did Ardurra provide deliverables as agreed upon?	Yes
4. Would you Engage with this firm again?	Yes

Additional Comments:

Ardurra consistently delivered documents ahead of schedule and handled multiple project deadlines concurrently. The project manager always looked for ways to keep costs down and save time in the schedule where possible and provided guidance for innovative solutions when presented with a challenge. The employees are always courteous, professional, and considered some of the best in the industry that have an excellent working relationship with the State Historic Preservation Officer (SHPO) and many other government agencies.

Signature: Zena Riley-Taylor Digitally signed by Zena Riley-Taylor Date: 2025.12.02 08:29:39 -06'00' Date: 12.2.25

REFERENCE VERIFICATION FORM

SOLICITATION NUMBER: REQUEST FOR PROPOSAL (RFP) NO. 24-30

SOLICITATION TITLE: Historic Resource Survey

PROPOSING FIRM (List name exactly as provided in proposal):

Date of Verification:
8/30/2024

Reference Organization:
City of Venice, Florida

Project Verified (Include the Project Name / Title and a brief description of the Project):
Historic Resources Survey for the City of Venice, Florida Gulf View Neighborhood, Venice, FL 34285

Person Contacted:
Harry Klinkhamer

Title of Contact:
Historical Resources Manager

Telephone Number including extension:
941-486-2490

Email Address:
hklinkhamer@venicefl.gov

Questions	**Yes**	**No**
1. Were you satisfied with the Company/Organization's overall performance?	Yes	
2. Did the firm adhere to the scope of work and bid requirement?	Yes	
3. Did the firm provide deliverables as agreed upon?	Yes	
4. Would you engage this firm again?	Yes	

Additional comments provided by Proposer's contact:

Although we did not work with this firm, we did work with this staff at a different firm. The team was easy to work with and met with us regularly to provide status updates. There were some minor delays, but we had flexibility with schedule and in the end they did meet our deadline. We did have to go back and have them provide recommendations for local and national register and to have them survey a landscape resource that was missed. But overall they delivered a readable and comprehensive document, Florida Master Site Files, and GIS databases as asked for in teh RFP.

Signature : Harry Klinkhamer Date: 8/30/2024

CLIENT REFERENCES

To demonstrate our proven experience delivering services comparable in size and scope to those outlined in this RFQ, we have provided five client references. These contracts highlight our team's depth of expertise, long-standing partnerships, and consistent performance across municipal and statewide programs. Where applicable, we have included examples of work completed within the State of Florida and for Florida municipalities. For additional project details and context, please refer to the project descriptions on page 24.

Gateway Drive Multifamily Phase I CRAS

Altamonte Springs, Seminole County, Florida

SERVICES RENDERED

- Conducted a Phase I Cultural Resource Assessment Survey (CRAS).
- Performed a full-coverage pedestrian survey of the Area of Potential Effect (APE).
- Excavated six systematically placed shovel test pits (STPs) at 100-meter intervals, supplemented with judgmentally placed STPs based on archaeological potential.
- Completed a historic resources field survey to identify previously recorded or unrecorded historic structures or built-environment features within the APE.
- Identified and evaluated the presence or potential of prehistoric or historic archaeological sites within the project area.
- Conducted testing and field procedures required by Chapter 50 of the City of New Smyrna Beach Code of Ordinances.
- Prepared a comprehensive CRAS report in accordance with the Florida Department of State, Division of Historical Resources requirements.
- Provided a finding of no historic properties affected, based on field results showing no archaeological materials or historic resources within the APE.

CLIENT

Derek Smith
Senior Development Director,
Florida Region
Bainbridge Complanies
12765 Forest Hill Boulevard, Suite 1307
Wellington, Florida 33414
dsmith@bainbridgere.com
407.349.8802

DURATION

Sept., 2025 - Oct., 2025

Tampa Interstate Study (TIS)

Ybor City National Historic Landmark District, Tampa, Florida

SERVICES RENDERED

- Cultural Resources & Historic Preservation Management across a 30-year, multi-phase Section 106 project.
- Cultural Resource Assessment Surveys (CRAS) documenting hundreds of contributing and non-contributing historic resources within the Ybor City National Historic Landmark (NHL) District.
- Historic American Building Survey (HABS) Documentation – completion of 100+ HABS Level II and III documentation packages for historic structures.

CLIENT

Lisa Quinn
Environmental Specialist
Florida Department of Transportation
11201 McKinley Drive
Tampa, Florida, 33612
lisa.quinn@dot.state.fl.us
813.975.6637

DURATION

Multi-year project spanning 30 years

- Historic American Landscape Survey (HALS) Documentation – preparation of the comprehensive HALS package for the entire Ybor City NHL Historic District.
- Historic Architectural Restoration & Maintenance including relocation, re-siting, and restoration of historic buildings in accordance with the Secretary of the Interior's Standards.
- Public Involvement & Community Engagement, including extensive public outreach, participation in community meetings, and support for the Cultural Resources Committee (CRC), which met more than 100 times.
- Consensus Building among community stakeholders regarding treatment of historic properties.
- Implementation and Management of a Complex Memorandum of Agreement (MOA) governing the preservation and mitigation requirements of the project.
- National Historic Landmark District Compliance & Innovation, offering specialized expertise in managing cultural resources within one of the largest and most complex Section 106 undertakings in the U.S.

Picayune Strand Archaeological Monitoring

Picayune Strand State Forest, Collier County, Florida

SERVICES RENDERED

- Performed archaeological monitoring on behalf of the U.S. Army Corps of Engineers (USACE), Jacksonville District, for the multi-year Picayune Strand Restoration project.
- Monitored restoration activities associated with the filling of the Miller, Faka Union, and Stair-Step canals within Picayune Strand State Forest.
- Evaluated eight previously recorded archaeological sites located within the project's Area of Potential Effects (APE).
- Assessed potential impacts to archaeological materials resulting from restoration activities and confirmed no adverse effects to known cultural resources.
- Provided recommendations to minimize impacts on archaeological sites during project activities.
- Advised the project manager on archaeological issues, findings, and compliance considerations throughout the project.

CLIENT

Jon Simon Suarez
Archaeologist
U.S. Army Corps of Engineers, Jacksonville District
701 San Marco Bouelvard
Jacksonville, Florida, 32207
JonSimon.C.Suarez@usace.army.mil
904.232.3634

DURATION

Dec., 2021 - Dec., 2023

Lakeland Phase II Historic Districts Resurvey

Lakeland, Polk County, Florida

SERVICES RENDERED

- Conducted a comprehensive architectural survey of historic resources within the Munn Park and Dixieland locally designated Historic Districts.
- Performed cultural resources consultation and coordination with the City of Lakeland in Polk County, Florida.
- Identified, documented, and evaluated all historic resources constructed before 1976, including 325 newly recorded resources and updates to 616 existing resources (941 total).
- Determined contributing and non-contributing structures within the National Register-listed districts and updated Florida Master Site Files as required.
- Prepared a complete survey report in accordance with Florida Department of State, Division of Historical Resources guidelines, including recommendations for potential district boundary amendments.

CLIENT

Emily Foster
Senior Planner, Historic Preservation
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, Florida 33801
Emily.Foster@lakelandgov.net
863.834.6094

DURATION

Feb., 2025 - Sept., 2025

Adams Key Concrete Dock Repair and Shoreline Erosion Repairs

Palmetto Bay, Florida

SERVICES RENDERED

- Phase I Cultural Resources Assessment: Conducted a preliminary survey to identify potential historic or prehistoric archaeological sites within the project's Area of Potential Effect (APE).
- Research Design & Permit Preparation: Developed and submitted a research design and an Archaeological Resources Protection Act (ARPA) permit application to the Southeastern Archaeological Center (SEAC), National Park Service (NPS).
- Geophysical Investigation: Performed subsurface investigations using ground-penetrating radar (GPR), time domain electromagnetics (TDEM), and conventional EM pipe and cable locators to detect buried utilities, historic building features, and structural remains.
- Systematic Archaeological Testing: Conducted shovel-testing at intervals across the APE to identify archaeological resources.
- Mapping of Findings: Mapped all historic artifacts, features, utilities, and other structural remains discovered during the surveys.
- Data Curation & Submission: Organized, curated, and submitted all artifacts and geophysical data to NPS according to ARPA standards.
- Preservation Strategy Recommendations: Developed strategies for the preservation of archaeological resources discovered during the project.

CLIENT

Joshua Marano
Maritime Archaeologist
National Parks Service
18001 Old Cutler Road, Suite 419
Palmetto Bay, Florida, 33157
Joshua_marano@nps.gov
910.850.3955

DURATION

April, 2021

PROJECTED WORKLOADS OF THE FIRM



Our team's capability to provide cultural resource services has been honed over thousands of projects, developing a proven approach to provide high-quality deliverables on time and under budget. The successful implementation of that approach relies on the expertise of our cultural resource specialists. Our team believes in providing the right team member for the specific task at hand. Therefore, we have hand-selected those members of our team who are best equipped to meet the project needs of the City of New Smyrna Beach (see Firm Qualifications – Staffing Plan).

In order to ensure appropriate workload leveling across our team, our group has developed a proprietary dashboard linked to our projected project hours. Our team effectively spreads anticipated project workload across team members so that no one member has greater than 50% utilization within a given week. This allows our team to complete any short-notice projects on a timely basis, allowing us to effectively meet the needs of our clients.

ACCEPTANCE OF CONDITIONS

Ardurra does have any exceptions to the general terms and conditions of the solicitation, insurance requirements, or any other requirements listed in the RFP document.

FINANCIAL STABILITY

Financial Stability and Resources

Ardurra Group, Inc., D&B No. 09-298-1521, hereby certifies that it is financially stable and possesses the necessary human, technical, and financial resources to perform the services at the level required by the City of New Smyrna Beach. Ardurra has provided quality engineering services to clients for more than 48 years with annual revenues exceeding $150 million. The firm has been recognized with local and national awards and is recognized as an industry leader. Our financial performance from our core markets over the last five years was the strongest it has ever been. Our steady growth can be attributed to the loyal and satisfied clients we have served throughout the region, coupled with strategic acquisitions. We verify that we are currently able to commit the personnel, equipment, and financial strength required to fulfill the contract scope, on schedule and in compliance with the City's performance requirements.

Should the City require, we are prepared to supply a certified financial audit statement for the most recent fiscal year, and authorize access to our latest D&B report.

Contract Close-Out Status

Our firm has completed all contracts awarded to us (or the portions for which we were responsible) during the past five (5) years and there are no contracts that remain incomplete.

Litigation and Legal Proceedings

Ardurra Group, Inc., its affiliated entities, and their officers and directors have no prior or ongoing criminal or civil litigation, investigations, arbitration, or administrative proceedings that would affect the successful delivery of this contract. There have been various actions against Ardurra arising out of the ordinary conduct of its business, most of which are unrelated to the performance of its professional services (such as slip-and-fall claims). It is the opinion of management that the resolution of any ongoing actions will not materially affect the consolidated financial position of the company, the company's operations, or the company's ability to perform the services being solicited.

Below is a list of litigation related to Ardurra's professional services commenced in the five years preceding the date of submission of this response :

No.	Date of Matter	Names of Parties	Nature of Matter	Current Status
01	10.02.25	Maria M. Valdivia Zuniga vs. Magdalena Feefe, Et Al	Motor vehicle accident and allegations against parties involved in a water utility improvement project in Oceanside, California.	Matter is pending. Ardurra denies all allegations.
02	04.09.25	City of Parma v. Ardurra Group, Inc.	Claim brought by City alleging deficiencies in the design of a wastewater treatment plant.	Matter is pending. Ardurra denies all allegations.
03	06.14.24	AFR LLV, vs. Atlantic Subsea, Inc. and Sea Gate Association and CG3PL Engineering DPC and Rogers Surveying PLLC	Claim brought by a landowner adjacent to the Sea Gate Homeowner's Association property alleging trespass and damage to a bulkhead. CG3PL Engineering DPC provided design services to the HOA.	Matter is pending. CG3PL (Ardurra) denies all allegations.
04	12.03.24	Holiday Builders, Inc. vs. Ardurra Group, Inc., and Florida Engineering, LLC	Homebuilder brought allegations against surveyor (Ardurra) and designer regarding elevation of home.	Parties agreed to a confidential settlement and the matter was dismissed.

No.	Date of Matter	Names of Parties	Nature of Matter	Current Status
05	12.04.23	Christopher Hernandez v. City of Doral, A.U.M. Construction, Inc., & 300 Engineering Group, P.A. and Isvany Ponce vs. City of Doral, A.U.M Construction & 300 Engineering Group, P.A.	Motor vehicle accident and allegations against parties involved in an intersection improvement project for the City of Doral.	Parties agreed to a confidential settlement and the matter was dismissed.
06	09.27.23	City of San Diego (TX) vs. The 5125 Company (Earthworks Enterprise), Ardurra Group Inc. and Robert Viera	City claimed design and construction defects related to a drainage improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
07	10.11.22	David Ierulli vs. Progressive Express Insurance, Sacyr Construction, SA Inc, Pevida Highway Designers, LLC, MSB Services, LLC and Core Engineering Group, LLC	Motor vehicle accident and allegations against parties involved in a transportation improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
08	09.27.22	Marissa Velasquez v. Hunter Industries, Ltd., Hogan Murry, Inc. D/B/A Murray Construction, Bryan J. Spina, LNV, LLC, and LNV, Inc.	Motor vehicle accident and allegations against parties involved in a transportation improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
09	02.21.22	Bowen and Kron Enterprises Inc. and Vapor Industries, LLC vs. Ardurra Group, Inc.	Allegations by contractor for City of Corpus Cristi for cost overruns.	The City of Corpus Cristi and contractor resolved their disputes via a change order, and the case was dismissed.

Our Commitment

Ardurra remains fully committed to delivering high-quality, responsive, and accountable professional services to the City of New Smyrna Beach. Our long-standing record of financial stability, successful contract performance, and minimal litigation, none of which impacts our ability to perform, demonstrates our reliability as a trusted partner. We stand ready to support the City with the depth of resources, expertise, and professionalism required for this engagement and to uphold the highest standards of service throughout the duration of the contract.

CITY REQUIRED FORMS

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Professional Archaeological Consultant Services**

Project ID: **03-26-DS**

Company Name: Ardurra Group, Inc.

Print Authorized Officer Name & Title: Christopher Kuzler, Director

Signature Authorized Officer: Christopher F. Kuzler

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: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

Professional Archaeological Consultant Services

Project ID: RFQ 03-26-DS

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 #
Kevin Gidusko, MA, RPA	Cultural Resource Supervisor	321.501.7671
Anthony Tricarico, PhD, RPA	Cultural Resource Coordinator	908.256.0614
Mathew Marino, MA, RPA	Cultural Resource Coordinator	954.336.3625

Christopher Kuzler
Print Name

, Director
Signature/Title)

Ardurra Group, 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 __X__ Corporation

State of Incorporation: Florida

Federal I.D. or Social Security number is: 59-1782900

VENDOR INFORMATION

BID #:	RFQ 03-26-DS
BID TITLE:	Professional Archaeological Consultant Services

Respondent Information	
Company Name: Ardurra Group, Inc.	Federal Employer Identification Number or SS Number: 59-1782900 DUN Number: 09-298-1521
Mailing Address: 1000 NW 57th CT., Suite 800	Type of Entity (Circle One): (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Miami, Florida 33126	Incorporated in the State of: Florida
Corporate Address: 1000 NW 57th CT., Suite 800	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: Miami, Florida 33126	State of Florida Department of State Certificate of Authority Document No: 555540
Telephone No.: 908.256.0614	
Email Address: atricarico@ardurra.com	
If remittance address is different from the mailing address so indicate below. P.O. Box 23402, Tampa, Florida 33623	

List Principals (Print):

President: Ernesto Aguilar, CEO

Vice President: Lisa Penna, Paul Jackson, Alexandra Smith, Karmen Casner, Kenneth Smith, William Fulghum, Jr., & Steve Sommerfeldt

Secretary: Brent Walters

Treasurer: Randal Dumas, CFO

Other: _____

Authorized Rep. Kartik Vaith, Christopher Kuzler, Cathy Cahill, Agustin Maristany, Jennifer Marsden

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

Christopher Kuzler
Printed Name

Title: Director

Date: December 8, 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: December 8, 2025

VENDOR NAME: Ardurra Group, Inc..

VENDOR DBA: N/A

PRODUCT/SERVICE PROVIDED: Professional Archaeological Consultant Services

DEPARTMENT: Cultural Resource Management

PREPARED BY: Anthony Tricarico, PhD, RPA

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1000 NW 57th CT.,	1000 NW 57th CT.,	3452 Lake Lynda Drive,
ADDRESS	ADDRESS	ADDRESS
Suite 800	Suite 800	Suite 200
Miami, Florida	Miami, Florida	Orlando, Florida
CITY/STATE	CITY/STATE	CITY/STATE
33126	33126	32817
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Anthony Tricarico, PhD, RPA

E-MAIL: atricarico@ardurra.com

OFFICE PHONE: 813.549.2352

FAX: N/A

MOBILE PHONE: 908.256.0614

FEDERAL TAX ID#: 59-1782900

DUNS Number: 09-298-1521

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.)

Ardurra Group, Inc.

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) . . . . .

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.

1000 N.W. 57th Court, Suite 800

Requester's name and address (optional)

6 City, state, and ZIP code

Miami, Florida 33126

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

5	9	–	1	7	8	2	9	0	0

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**  **Date** 01/07/2025

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.

Ardurra Group, Inc.
PROPOSER/BIDDER

Christopher Kuzler
AUTHORIZED SIGNATURE

Director
OFFICER TITLE

December 8, 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.

, Director
Authorized Signature and Title

Date: December 8, 2025

Christopher Kuzler, Director
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 X* NO _____ *See on following page

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 # 03-26-DS described as:

Professional Archaeological Continuing Consultant Services.

Ardurra Group, Inc..	December 8, 2025
Firm	Date
, Director	Christopher Kuzler, Director
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Litigation and Legal Proceedings

Ardurra Group, Inc., its affiliated entities, and their officers and directors have no prior or ongoing criminal or civil litigation, investigations, arbitration, or administrative proceedings that would affect the successful delivery of this contract. There have been various actions against Ardurra arising out of the ordinary conduct of its business, most of which are unrelated to the performance of its professional services (such as slip-and-fall claims). It is the opinion of management that the resolution of any ongoing actions will not materially affect the consolidated financial position of the company, the company's operations, or the company's ability to perform the services being solicited.

Below is a list of litigation related to Ardurra's professional services commenced in the five years preceding the date of submission of this response :

No.	Date of Matter	Names of Parties	Nature of Matter	Current Status
01	10.02.25	Maria M. Valdivia Zuniga vs. Magdalena Feefe, Et Al	Motor vehicle accident and allegations against parties involved in a water utility improvement project in Oceanside, California.	Matter is pending. Ardurra denies all allegations.
02	04.09.25	City of Parma v. Ardurra Group, Inc.	Claim brought by City alleging deficiencies in the design of a wastewater treatment plant.	Matter is pending. Ardurra denies all allegations.
03	06.14.24	AFR LLV, vs. Atlantic Subsea, Inc. and Sea Gate Association and CG3PL Engineering DPC and Rogers Surveying PLLC	Claim brought by a landowner adjacent to the Sea Gate Homeowner's Association property alleging trespass and damage to a bulkhead. CG3PL Engineering DPC provided design services to the HOA.	Matter is pending. CG3PL (Ardurra) denies all allegations.
04	12.03.24	Holiday Builders, Inc. vs. Ardurra Group, Inc., and Florida Engineering, LLC	Homebuilder brought allegations against surveyor (Ardurra) and designer regarding elevation of home.	Parties agreed to a confidential settlement and the matter was dismissed.
05	12.04.23	Christopher Hernandez v. City of Doral, A.U.M. Construction, Inc., & 300 Engineering Group, P.A. and Isvany Ponce vs. City of Doral, A.U.M Construction & 300 Engineering Group, P.A.	Motor vehicle accident and allegations against parties involved in an intersection improvement project for the City of Doral.	Parties agreed to a confidential settlement and the matter was dismissed.
06	09.27.23	City of San Diego (TX) vs. The 5125 Company (Earthworks Enterprise), Ardurra Group Inc. and Robert Viera	City claimed design and construction defects related to a drainage improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
07	10.11.22	David Ierulli vs. Progressive Express Insurance, Sacyr Construction, SA Inc, Pevida Highway Designers, LLC, MSB Services, LLC and Core Engineering Group, LLC	Motor vehicle accident and allegations against parties involved in a transportation improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
08	09.27.22	Marissa Velasquez v. Hunter Industries, Ltd., Hogan Murry, Inc. D/B/A Murray Construction, Bryan J. Spina, LNV, LLC, and LNV, Inc.	Motor vehicle accident and allegations against parties involved in a transportation improvement project.	Parties agreed to a confidential settlement and the matter was dismissed.
09	02.21.22	Bowen and Kron Enterprises Inc. and Vapor Industries, LLC vs. Ardurra Group, Inc.	Allegations by contractor for City of Corpus Cristi for cost overruns.	The City of Corpus Cristi and contractor resolved their disputes via a change order, and the case was dismissed.

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: December 8, 2025

Christopher Kuzler, Director

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 Christopher Kuzler, Director
(Print Individual's Name and Title)
for Ardurra Group, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is providing Professional Archaeological Continuing Consultant Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1782900

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.

Christopher F. Kuzler Christopher Kuzler
(Signature)

Sworn and subscribed before me this 8 day of December, 2025.

Personally known X

OR produced identification _____

_____
(Type of Identification)

CRJimenez, Cristina R. Jimenez
(Notary)

Notary Public State of Florida

My commission expires: 9/18/2028

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Miami-Dade

Christopher Kuzler, being first duly sworn, deposes and says that:

He/she is Director of Ardurra Group, 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.

, Christopher Kuzler
Signed

Director
Title

Subscribed and sworn to before me this 8 day of December, 2025.

Cristina R. Jimenez

Title

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

My Commission Expires: 9/18/2028

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: Ardurra Group, Inc.

Consultant E-Verify Registration Number: 1887456

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: Christopher F. Kuzler

Print Name: Christopher Kuzler, Director

Sworn to and subscribed before me, by ( ) physical presence or ( ) remote audio-visual means, this

8 Day of December, 20 25. She/He is personally known to me or has produced

_____ As identification.

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

CRJimenez Cristina R. Jimenez
Notary Public

My commission expires: 9/18/2028

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: Ardurra Group, Inc.

Authorized Signature: Christopher F. Kuzler Date: December 8, 2025

Printed Name: Christopher Kuzler

Title: Director

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8 day of December, 20 25, by Christopher Kuzler, as Ardurra Group, Inc. on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

Signature of Notary Public
C R Jimenez

Name of Notary Typed, Printed or Stamped
My Commission Expires: 9/18/2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Christopher Kuzler, Director

who was duly sworn, deposes, and states:

1. I am the Director of Ardurra Group, Inc. with a local office in Orlando, Florida (City & State) and principal office in Miami, Florida (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as RFQ **03-26-DS, Professional Archaeological Consultant 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.

Christopher Kuzler
Typed Name

Director
Title

Christopher F. Kuzler
Signed

December 8, 2025
Dated

Sworn to and subscribed before me this 8 day of December 2025.

Personally known X OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Miami-Dade County

Cristina R. Jimenez
Printed, typed, or stamped commissioned name of notary public

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

My commission expires: 9/18/2028

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	Florida
Principal Place of Business (Enter Address)	1000 NW 57th Ct, Suite 800, Miami, Florida 33126
Federal I.D. Number	59-1782900

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: Ardurra Group, Inc.

Mailing Address: 1000 NW 57th Ct, Suite 800, Miami, Florida 33126

Telephone Number: 813.549.2352 Fax Number: N/A E-mail Address: atricarico@ardurra.com

Christopher F. Kuzler — Authorized Signature

Christopher Kuzler — Printed Name

59-1782900 — FEIN

Director — Title

December 8, 2025 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

State Certificate of Good Standing

State of Florida
Department of State

I certify from the records of this office that ARDURRA GROUP, INC. is a corporation organized under the laws of the State of Florida, filed on December 19, 1977.

The document number of this corporation is 555540.

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 January 13, 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 Thirteenth day of January, 2025



Secretary of State

Tracking Number: 6119626275CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

B. Corporate Resolution Certification

CORPORATE RESOLUTION CERTIFICATION

The undersigned, Secretary of Ardurra Group Inc., a Florida corporation *("Corporation"),* does hereby certify that the following Resolutions were adopted by the written consent of the sole director of the Corporation on November 19, 2025:

RESOLVED THAT Kevin Gidusko, the M.A., RPA, Cultural Resource Supervisor of the *Corporation* is hereby authorized and empowered to execute on behalf of the *Corporation* any and all Agreements between the City of New Smyrna Beach and the *Corporation.*

DATED: November 19, 2025

CORPORATE SECRETARY

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: Ardurra Group, Inc.

FEIN: 59-1782900

Authorized Representative Name and Title: Christopher Kuzler, Director

Address: 1000 NW 57th Ct, Suite 800

City: Miami State: Florida Zip: 33126

Phone Number: 813.549.2352 Email Address: atricarico@ardurra.com

Certified By: Christopher Kuzler (*Print Name*) Director (*Print Title*),

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Christopher F. Kuzler

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.

, Director Date: December 8, 2025

Authorized Signature and Title

Christopher Kuzler, Director

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

ADDENDUM 1
RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services
November 13, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services, issued October 27, 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:** At the end of the first paragraph, it states "In order to be considered for award and to be further evaluated, proposer must be a registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice." Can you clarify what is meant by "registered professional within the State of Florida"? Do you mean archaeologist who are members of the Register of Professional Archaeologists (which is not state based) or do you mean the archaeologists have to physically reside in the state?

   Answer: The Archaeologists must be a member of the Resister of Professional Archaeologists. The firm or individual archaeologist may be located outside of the State of Florida.

2. **Question:** The first sentence in the last paragraph states: "The intent of this solicitation is to establish a pool of firms or individuals to perform salvage excavation as the City Archaeologist." The use of "salvage excavation" was not included in the Scope of Services. It is unclear if the entirety of archaeological services is lumped under "salvage excavation" or if this is an additional service to be provided to the City?

   Answer: Salvage excavation means the archaeological excavation of a site prior to its destruction by construction, erosion, vandalism, or any form of site disturbance. Archaeological salvage excavations will be concentrated only within the areas to be disturbed in order to save site data which would be lost due to the disturbance, and the extent of the excavations may vary, depending on the significance of the site, time constraints, and the degree of evidence of archaeological resources.

3. **Question**: On page 8, Section V.A Scope of Services, it states "In addition, the following may be included in the scope of work performed," and lists "historic and archaeological survey" and refers to identifying contributing structures within National Register Districts. Historic surveys and evaluation of structures falls under architectural history, but this is not listed as a service the City is requesting. Requesting clarification on whether or not the City also is requesting architectural history services under this contract.

   Answer: The city archaeologist shall review all applicable ground disturbances on city-owned or maintained property in archaeological zones I and II; shall conduct such testing, excavations, or monitoring. Shall prepare or oversee preparation of a final report on all projects, which report shall meet the guidelines established for archaeological reports by the department of state, division of historical resources, and be in accordance with the Cultural Resource Management Standards and Operations Manual; shall record archaeological sites and shall maintain and update the archaeological base map; and shall advise the city manager concerning archaeological issues. The City may also request the update to the Master Site Files to the contributing structures located within a national registered historic district or a local historic district.

4. **Question:** Section IX indicates federal conditions will apply for disaster-related projects. Will federal conditions apply to other federally funded projects other than disasters?

   Answer: Federal conditions shall apply when required by the funding source and/or projects related to grants.

5. **Question**: In Section V.A, Scope of Services, the RFP indicates that the City makes no covenant or promise as to the number of available projects. Can the City provide an indication of the workload associated with this contract from previous years?

   Answer: Since 2022, one project required archeological services with invoices totaling $16,325.

6. **Question:** In Section V.A, Scope of Services, the RFP indicates that the contractor will “prepare or oversee preparation of final reports on all projects” meeting the guidelines established for archaeological reports by the Florida Division of Historical Resources (DHR). Does the City anticipate that the resulting reports will all be reviewed by DHR, or only those that trigger state or federal permitting?

   Answer: If the State requires a review then yes. A Master Site File may be required to be submitted to the State.

7. **Question:** In Section VI, General Information, the RFP indicates that “there shall be no exceptions to either the scope of services or the terms of the agreement.” In Section VII.H, Acceptance of Conditions, the RFP states to “Indicate any exceptions to the general terms and conditions of the solicitation, insurance requirements, or other requirements.” Will the City provide clarification on whether exceptions will be allowed and/or which type?

Answer: The draft contract provided in the Attachment Section of the solicitation includes the standard terms and conditions for the City. Respondents may provide documentation in response to X.O as to any exceptions they wish the city to consider.

8. **Question:** In Section VII.F, References, the RFP indicates that "At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein." Can the City provide clarification on if they desire these letters of reference to be from actual agencies or simply any contracting authority or business entity?

   Answer: Letters from current or past clients are required.

9. **Question:** In Section VII.G, Project Team Workload, the RFP requests the project workload of the key personnel with an 18-month horizon. Can the City clarify the significance of an 18-month horizon? Is this an anticipated period of performance within the 3 year contract?

   Answer: Staff is looking for the current workload for the next 18 months on key personnel. This will allow our team to decide if a firm can handle small tasks on a short time frame outside of job duties that may take longer to complete.

10. **Question:** Page 23-24 References: Can references required for the 5 written letters (RFQ page 23) serve as the same client references (page 24), or are a total of 10 references required?

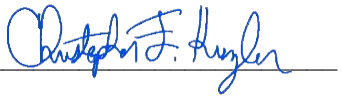
    Answer: Yes. The 5 minimal written letters can also be client references.

11. **Question:** Page 25, Insurance Requirements: Our insurance limits for Commercial General Liability, specifically for Personal & Advertising Injury and Fire Damage Legal Liability, differ from what is required in the RFQ. Our legal department request that the contract language allows the use of umbrella or excess liability insurance to meet the required limits. Is this feasible?

    Answer: The City recommends that all prospective consultants consider increasing their coverage limits under their existing policy. In order for the consultant to utilize umbrella or excess coverage, written documentation from the insurer indicating an inability to increase existing coverage to the contractual limits outlined in the RFP would be required. Additionally, documentation for the umbrella or excess coverage policies that a minimum meet or exceed the contractual limits of the RFP must be provided to the City.

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): Christopher Kuzler, Director Proposer Signature: 

Ardurra Group, Inc.

Firm Name (Please Print)

Sunbiz Registration with Active Status

Sunbiz.org Division of Corporations
an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List Search

Events Name History

Detail by Entity Name

Florida Profit Corporation
ARDURRA GROUP, INC.

Filing Information

Document Number	555540
FEI/EIN Number	59-1782900
Date Filed	12/19/1977
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/06/2019
Event Effective Date	NONE

Principal Address

1000 N.W. 57th Court, Suite 800
Miami, FL 33126

Sam's Gov Registration

SAM.GOV®

ARDURRA GROUP, INC.

Active Registration

Unique Entity ID
KDJLNJ742G43

CAGE/NCAGE
5PTY7

Expiration Date
Aug 8, 2026

Physical Address
4921 Memorial HWY STE 300
Tampa, Florida
33634-7507, United States

Mailing Address
1000 NW 57TH COURT, Suite 800
Miami, Florida
33126, United States

Purpose of Registration
All Awards

Version
Current Record

BUSINESS INFORMATION

Doing Business As
(blank)

URL
www.ardurra.com

Division Name
Ardurra Group, Inc.

Division Number
(blank)

Congressional District
Florida 14

State/Country of Incorporation
Florida, United States

Registration Dates

Activation Date
Aug 12, 2025

Initial Registration Date
Sep 16, 2009

Submission Date
Aug 8, 2025



ARDURRA

3452 Lake Lynda Drive, Suite 200, Orlando, Florida 32817

Exhibit "C"

Professional Fee Schedule

CLASSIFICATION	HOURLY UNIT RATE
Principal Investigator (or contractor-defined equivalent)	**$165.00**
Senior Archaeologist (or contractor-defined equivalent)	**$125.00**
Archaeologist (or contractor-defined equivalent)	**$100.00**
Senior Field Technician (or contractor-defined equivalent)	**$100.00**
Field Tech/Research Assistant (or contractor-defined equivalent)	**$80.00**
Lab Director (or contractor-defined equivalent)	**$125.00**
Senior Lab Tech/Analyst (or contractor-defined equivalent)	**$100.00**
Lab Tech/Analyst (or contractor-defined equivalent)	**$80.00**
Historian (or contractor-defined equivalent)	**$100.00**
Senior Architectural Historian (or contractor-defined equivalent)	**$125.00**
Architectural Historian (or contractor-defined equivalent)	**$100.00**
Graphics/GIS Specialist (or contractor-defined equivalent)	**$150.00**
Editor/Production Specialist (or contractor-defined equivalent)	**$80.00**

Reimbursable Expenses and Equipment Usage Rates

DESCRIPTION	RATE
Per Diem – Meals/Lodging	**GSA Rates**
Mileage (company/personal vehicle)	**IRS Rate**
Vehicle Rental	**Rental Cost**
Single Day Per Diem	**$60.00**
Overnight Per Diem	**$80.00**
Subcontractor Markup	**10%**
ODC Markup	**10%**
GPS Unit (daily rate)	**$80.00**
Metal Detector (daily rate)	**$80.00**
GPR (daily rate)	**$125.00**
Contractor-owned vehicle (daily rate)	**$100.00**

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: Ardurra Group, Inc.

Authorized Signature: Christopher F. Kuzler Date: December 8, 2025

Printed Name: Christopher Kuzler

Title: Director

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 8 day of December, 20 25, by Christopher Kuzler, as Ardurra Group, Inc. on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Cristina R. Jimenez
My Commission HH 595225
Expires 9/18/2028

Signature of Notary Public
C R Jimenez
Name of Notary Typed, Printed or Stamped
My Commission Expires: 9/18/2028

ARDURRA-01 KMCGUFFIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/3/2026

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (703) 827-2277 **FAX (A/C, No):** (703) 827-2279 **E-MAIL ADDRESS:** admin@amesgough.com
INSURED Ardurra Group, Inc. 1000 N.W. 57th Court, Suite 800 Miami, FL 33126	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Charter Oak Fire Insurance Company A++ (XV) — 25615 INSURER B : Phoenix Insurance Company A++, XV — 25623 INSURER C : Travelers Property Casualty Company of America, A++, XV — 25674 INSURER D : National Fire & Marine Insurance Company A++ X — 20079 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	630-5X487435	1/1/2026	1/1/2027	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	810-5X558309	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-5X489557	1/1/2026	1/1/2027	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
D	Professional Liab.			42-EPP-306878-08	1/1/2026	1/1/2027	Per Claim/Aggregate	2,000,000

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

RE: RFQ 03 26 Professional Archaeological Continuing Consultant Contract

City of New Smyrna Beach is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability includes Additional Insured coverage for On-Going & Completed Operations as required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. A 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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POLICY NUMBER: 630-5X487435 ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:**	30
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:**	30
MATERIAL LIMITATION OF COVERAGE:	**Number of Days Notice:**	30

PERSON OR ORGANIZATION: AS REQUIRED BY WRITTEN CONTRACT

ADDRESS: AS REQUIRED BY WRITTEN CONTRACT

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II.**

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE.**

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL LIMITATION OF COVERAGE PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:	**Number of Days Notice:**	30
WHEN WE DO NOT RENEW (Nonrenewal):	**Number of Days Notice:**	30
MATERIAL LIMITATION OF COVERAGE:	**Number of Days Notice:**	30

PERSON OR ORGANIZATION: AS REQUIRED BY WRITTEN CONTRACT

ADDRESS: AS REQUIRED BY WRITTEN CONTRACT
TAMPA FL 33634

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

C. If we add a material limitation on the coverage provided by this policy, and a number of days is shown for Material Limitation Of Coverage in the Schedule above, we will mail notice of such limitation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Material Limitation Of Coverage in such Schedule before the effective date of such limitation.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 R3 (00) - 001

POLICY NUMBER: **UB-5X489557**

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN , BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: ST ASSIGN:

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: **UB-5X489557**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Smyrnea Archaeological Research Institute
Professional Archaeological Continuing Consultant Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between Smyrnea Archaeological Research Institute, duly authorized to conduct business in the State of Florida and whose address is 1110 Palmetto Street, New Smyrna Beach, Florida, 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 03-26-DS, Professional Archaeological Continuing Consultant 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 RFQ 03-26-DS, Professional Archaeological Continuing Consultant 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. Award Bid Proposal

C. 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:

Rebecca Harris, President
Smyrnea Archaeological Research Institute
1110 Palmetto Street
New Smyrna Beach, Florida 32168
(386)410-5934

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	**Smyrnea Archaeological Research Institute**
_____	Rebecca L. Harris
Authorized Signature	*Authorized Signature*
_____	Rebecca Harris, President
Print Name and Title	
Address:	Address: 1110 Palmetto Street New Smyrna Beach, Florida 32168
_____	02/09/2026
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, Esq, City Attorney Date: _____

SARI
SMYRNÉA ARCHAEOLOGICAL RESEARCH INSTITUTE

CITY OF NEW SMYRNA BEACH PROPOSAL RESPONSE: PROFESSIONAL ARCHAEOLOGICAL CONSULTANT SERVICES 03-26-DS

Rebecca L. Harris, RPA #15702

Smyrnéa Archaeological Research Institute, New Smyrna Beach, Florida

EVALUATION CRITERIA	SARI POINTS	MAX POINTS
Overall Experience of the Firm & Employees		30
Past Performance of the Firm		30
Ability to Meet Schedule and Budget Requirements		25
Projected Workloads of the Firm		15
TOTAL POSSIBLE POINTS		**100**

[Section 7.3]

Letter of Interest

To Whom it May Concern:

Please accept the following materials as affirmative interest of Smyrnéa Archaeological Research Institute (SARI) in serving in the capacity of Professional Archaeological Consultant Services for the City of New Smyrna Beach.

Rebecca L. Harris for Smyrnéa Archaeological Research Institute (SARI) is the authorized representative for this proposal. Rebecca Harris is the Founder, President and Principal Investigator for SARI which operates as a non-profit business within the city limits of New Smyrna Beach at the following real location: 1110 Palmetto Street, New Smyrna Beach, Florida 32168. SARI maintains a current City of New Smyrna Beach Business Tax Receipt #8062. The business phone number is 386-410-5934 for voice messages and mobile contact with Principal is 386-222-8372 which allows both voice and text communication. Email for Principal is sari.rharris@gmail.com. SARI has an offsite laboratory which serves as temporary storage facility for artifacts undergoing processing, laboratory analysis, and preservation prior to long term curation. This facility is located at 3235 Oak Bluff Drive, Orlando, Florida 32827.

Executive Summary

SARI is well acquainted and positioned for the scope of work that is required under the auspices of this RFP. SARI was one of three companies chosen under RFP 16-19 PLAN and has been contracted as both Prime and Sub Contractor during 2020-2025 for a variety of projects with the City.
As a local business, SARI's main benefit to the City is the ability to provide archaeological services on short notice and without additional costs incurred from travel and/or large overhead costs for small projects. This flexibility allows Archaeological Monitoring to occur at the point of need and flexibility for the Archaeologist to determine in consultation with Project Managers when and if services are needed at any particular juncture of long and complex projects which saves time, money, and work stoppages that might be incurred otherwise.

SARI was founded in 2017 to provide long term institutional continuity concerning historic and archaeological resources in New Smyrna Beach and the surrounding areas of SE Volusia County. If SARI continues in the same capacity under the previous contract of services, then there will be a decade of archaeological work that lends itself to the larger and more thorough understanding of all archaeological resources within the City and their importance and place within the larger region. The specialization of SARI in this locale means that documented archaeological resources are understood and able to be assessed without a lengthy review prior to the start of any ground disturbing project.

SARI's President and Principal Investigator is Rebecca L. Harris; she is a Registered Professional Archaeologist since 2000. Ms. Harris meets or exceeds all requirements under the criteria published by the Register as well as those used by the Florida State Historic Preservation Officer (Secretary of the Interior's Standards and Guidelines used by the NPS, Code of Federal Regulations, 36 CFR Part 61) under the qualifications for Prehistoric Archaeologist and Historic Archaeologist. Ms. Harris additionally has worked as a Federal Archeologist for the USNFS as a supervising Archeologist on the Ouachita National Forest and has completed or contributed work for a variety of additional Federal Agencies including, Department of Defense: Department of Army, Department of Air Force, Army Corps of Engineers, Department of Veterans Affairs and most recently FEMA grants to the City of NSB that allowed for the lifting of houses above the flood zone following several disaster proclamations.

SARI maintains a number of local and state-wide relationships that help meet research and project goals for both archaeological professionals, city officials, civic organizations and local citizenry. This allows archaeological results to be disseminated to interested parties in a timely and authoritative manner.

Length of Company's Existence: 8.5 years

Location of Project Team: New Smyrna Beach

Personnel: 1-2 field archaeologists have met the needs of the contracted project to date; SARI maintains the ability to increase team based on project size/goals and maintains collegial ties to a variety of local professionals who meet specific needs such as aerial/drone survey, GIS, architectural renderings etc.

Average Annual Revenue: < $15,000

[Section 7.4]

Firm Qualifications

Smyrnéa Archaeological Research Institute (**SARI**) is a local, 501(C)(3) non-profit organization whose focus is the archaeology and preservation of cultural resources located within or adjacent to New Smyrna Beach, Florida. **SARI** is dedicated to serving visitors and residents of New Smyrna Beach through providing archaeological and historic research, educational programs, living history demonstrations, and public archaeology opportunities.

SARI was incorporated in July 2017 by Executive Director Rebecca Harris and Vice President Kate Wright. With over 60 years of combined professional archaeological experience, our services range from professional archaeological consulting and monitoring to long term, locally important archaeological research and preservation projects. We are fully capable of large and small project execution and can expand our staff to accommodate larger projects. We also have or have access to all field equipment needed to perform archaeological consulting services.

Rebecca Harris serves as Executive Director for **SARI** with more than 40 years of archaeological experience throughout the Southeastern US, the Southern Plains, the Mid-South, and the Pacific Northwest. Rebecca's research career has exclusively focused on Florida Archaeology with a specific emphasis on wetland and coastal adaptations. Rebecca has been associated with New Smyrna Beach since a child in the 1970s and loves conducting scientific research in her hometown and her backyard (literally).

Kate Wright has twenty-eight years of professional experience as an archaeologist and over ten years of experience as a NEPA Specialist. She has twenty years of project management experience developing research designs for archaeological projects, hiring and managing qualified field and laboratory staff, and compiling archaeological reports.

In addition to her archaeological experience, Kate also has NEPA project management experience gathering data, leading the public scoping meetings, NEPA-training, and writing environmental assessments for projects ranging from residential development and transportation improvement to forest management plans and fire management plans to ensure compliance with the National Environmental Policy Act, Endangered Species Act, and the National Historic Preservation Act.

Project Manager

Rebecca Harris, (M.A. & Registered Professional Archaeologist # 15702) will serve as Project Manager. Ms. Harris has worked in a variety of supervisory roles including as a Federal Archeologist (GS-9/GS-11) in the US Forest Service as a Supervising Archeologist

for the Ouachita National Forest in Arkansas and Oklahoma. All ground disturbing activities for two Ranger Districts that required archaeological investigation (per NHPA and NEPA federal regulations) were under her supervision.

Staffing Plan

Project Manager & Archaeologist of Record: Rebecca Harris
Archaeologist: Kate Wright

Experience

Archaeological.Expertise

Ms. Harris regularly attends and gives testimony to the City's Historic Preservation Commission on archaeological and historic sites as an expert in the field of Historic Preservation. Ms. Harris is the only professional archaeologist working full time on research related to SE Volusia County both prehistoric and historic time periods. SARI is currently working on a series of publications based on archaeological and historic research that will be a much needed update to archaeological work in the last 30 years.

Archaeological.Monitoring

SARI has undertaken a variety of projects in New Smyrna Beach and adjacent areas of southeastern Volusia County. The majority of projects to date have been small archaeological monitoring projects in one of the designated NRHP districts. These have included archaeological monitoring during demolition of contributing structures and/or archaeological monitoring during excavation of footers for new construction. Timelines for monitoring projects were at the discretion of the hired contractor and archaeological monitoring took place when ground disturbing activities ensued and continued until completed. Technical reports are provided to the city Historic Preservation Designate and to the Florida Division of Historical Resources, including updated Florida Master Site Files as warranted.

Phase.I.Cultural.Resource.Assessment.Surveys

SARI has completed two Phase I CRAS, both in Volusia County, with one additional Phase I testing project to begin within the next year within New Smyrna on private land.

Phase.II.Archaeological.Survey

SARI is currently involved in the completion of a long-term Phase II research project in the Westside neighborhood of New Smyrna Beach.

[Section 7.5]

Experience

Sections 7.5 and 7.6 state that the City of New Smyrna Beach may not be listed as a reference, however, SARI's prime contractor in the last five years has been the City via the previous contract for services. There are no comparable contracts or entities in scope of work that can provide reference. Majority of work completed in the last five years resulted as either a direct contract with the City, as a sub tier contractor with a City contract. The remaining work completed was directly to individual home/land owners who needed archaeological monitoring/testing at the behest of the City of New Smyrna Beach Historic Preservation Commission.

No citations, violations, and/or litigation exists between SARI and any of its clients.

SARI has never failed to perform duties in any awarded contract.

[Section 7.6]

References

Sections 7.5 and 7.6 state that the City of New Smyrna Beach may not be listed as a reference, however, SARI's prime contractor in the last five years has been the City via the previous contract for services. There are no comparable contracts or entities in scope of work that can provide reference. Majority of work completed in the last five years resulted as either a direct contract with the City, as a sub tier contractor with a City contract. The remaining work completed was directly to individual home/land owners who needed archaeological monitoring/testing at the behest of the City of New Smyrna Beach Historic Preservation Commission.

[Section 7.7]

Project Team Projected Workload

There are no current or anticipated projects that would impede any upcoming work in the next 18 months.

[Section 7.8]

Acceptance of Conditions

SARI requests the following exceptions to the specifications necessary in this Bid for Contracted Services.

EXCEPTIONS TO THE SPECIFICATIONS

- Sections 7.5 and 7.6 state that the City of New Smyrna Beach may not be listed as a reference, however, SARI's prime contractor in the last five years has been the City via the previous contract for services. There are no comparable contracts or entities in scope of work that can provide reference. Majority of work completed in the last five years resulted as either a direct contract with the City, or as a sub tier contractor for a City contract. The remaining work completed was directly to individual home/land owners who needed archaeological monitoring/testing at the behest of the City of New Smyrna Beach Historic Preservation Commission. SARI can provide a list of projects completed in the last five years both city and non-city contracts if requested.

- SARI has opted out of Worker's Compensation Insurance under Florida State Statute HB959 as a non-construction company with less than 4 employees. Application Number: E02261133 for the forthcoming 2 year period 2026-2028

[Section 7.9]

Financial Stability/Litigation

SARI warrants that they are financially stable and have the necessary resources, human and financial to provide the services at the level required by the City.

SARI additionally warrants that there are no outstanding lawsuits concerning services performed or failed to perform.

SARI Dunn & Bradstreet Number: 081124295

City of New Smyrna Beach

Proposal Response

Title of Project Name: **Professional Archaeological Consultant Services**

Project ID: **03-26-DS**

Company Name: Smyrnéa Archaeological Research Institute

Print Authorized Officer Name & Title: Rebecca Harris, President, Principal Investigator

Signature Authorized Officer: Rebecca A. Harris

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: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

Professional Archaeological Consultant Services

Project ID: RFQ 03-26-DS

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 #
Rebecca Harris	President	386-410-5934

Rebecca Harris
Print Name

Rebecca L. Harris, President
Signature/Title)

Smyrnéa Archaeological Research Institute
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: 82-2249975

VENDOR INFORMATION

BID #:	RFQ 03-26-DS
BID TITLE:	Professional Archaeological Consultant Services

Respondent Information

Company Name: Smyrnéa Archaeological Research Institute

Federal Employer Identification Number or SS Number: 82-2249975

DUN Number: 081124295

Mailing Address 1110 Palmetto Street

City, State, Zip Code NSB, FL 32168

Corporate Address: same

City, State, Zip Code

Telephone No. 386-410-5934

Email Address: sari.rharris@gmail.com

Type of Entity (Circle One)

(Corporation) Partnership Proprietorship Joint Venture

Incorporated in the State of: Florida

What kind of business: "For Profit" or "Not for Profit" Not for Profit

Is Firm in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document No: N17000007627

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Rebecca Harris

Vice President: Kate Wright

Secretary: Cassandra Jenkins

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.

Rebecca L Harris
Authorized Signature

Rebecca L. Harris
Printed Name

Title: President

Date: 12/06/2025

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: 12/06/2025

VENDOR NAME: Smyrnéa Archaeological Research Institute

VENDOR DBA: SARI

PRODUCT/SERVICE PROVIDED: Archaeological Continuing Consulting Services

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1110 Palmetto St	1110 Palmetto St	1110 Palmetto St
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
NSB, FL	NSB, FL	NSB, FL
CITY/STATE	CITY/STATE	CITY/STATE
32168	32168	32168
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Rebecca L. Harris

E-MAIL: sari.rharris@gmail.com

OFFICE PHONE: 386-410-5934

FAX: _____

MOBILE PHONE: 386-222-8372

FEDERAL TAX ID#: 82-2249975

DUNS Number: 081124295

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.)

Rebecca L. Harris

2 Business name/disregarded entity name, if different from above.

Smyrnea Archaeological Research Institute, Inc.

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) . . . . .

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) 501c3

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

1110 Palmetto Street

Requester's name and address (optional)

6 City, state, and ZIP code

New Smyrna Beach, Florida 32168

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

8	2	–	2	2	4	9	9	7	5

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** Rebecca L. Harris **Date** 12/06/2025

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.

Smyrnéa Archaeological Research Institute
PROPOSER/BIDDER

Rebecca L. Harris
AUTHORIZED SIGNATURE

President, Principal Investigator
OFFICER TITLE

12/04/2025
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.

Rebecca L. Harris, President — Date: 12/06/2025

Authorized Signature and Title

Rebecca L. Harris, 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 03-26-DS described as:

Professional Archaeological Continuing Consulting Services

Smyrnéa Archaeological Research Institute
Firm

12/06/2025
Date

Rebecca L. Harris, President
Authorized Signature and Title

Rebecca L. Harris, 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.

Rebecca S. Harris
Authorized Signature

Date: 12/04/2025

Rebecca Harris, President
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 Rebecca L. Harris, President and Principal
(Print Individual's Name and Title)
for Smyrnéa Archaeological Research Institute
(Print Name of Entity Submitting Sworn Statement)
whose business is Archaeological Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-2249975

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.

Rebecca L. Harris
(Signature)

Sworn and subscribed before me this 08 day of December, 2025.

Personally known _____

OR produced identification ✓

FLDL
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 7-11-29

State of Florida, County of Volusia
The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization,
this 8th **day of** Dec **20** 25 **by** Rebecca L Harris
Type of ID produced Florida Driver License
or is personally known to me

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Notary Signature _____

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Rebecca L. Harris, being first duly sworn, deposes and says that:

He/she is President of Smyrnea Archaeological Research Institute, 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.

Rebecca L. Harris
Signed

President, SARI
Title

Subscribed and sworn to before me this 08 day of Dec, 2025.

Notary Public
Title

My Commission Expires: 7-11-29

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

State of Florida, County of Volusia
The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization,
this 8th day of Dec 2025 by Rebecca L Harris
Type of ID produced Florida Driver License
or is personally known to me
Notary Signature

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: Rebecca L. Harris for SPARI

Consultant E-Verify Registration Number: Applied for 12/08/2025

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: Rebecca L. Harris

Print Name: Rebecca L. Harris

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

08 Day of December, 2025. She/He is personally known to me or has produced

FLDL As identification.

Notary Public

My commission expires: 7-11-29

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

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: Smyrnéa Archaeological Research Institute

Authorized Signature: Rebecca L. Harris Date: 12/08/2025

Printed Name: Rebecca L. Harris

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 08 day of December, 2025, by Rebecca L Harris, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FLDL as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: 7-11-29

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Rebecca L. Harris

who was duly sworn, deposes, and states:

1. I am the President of Smyrnea Archaeological Research Institute with a local office in New Smyrna Bch, FL (City & State) and principal office in New Smyrna Beach, Florida (City & State)
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as RFQ **03-26-DS, Professional Archaeological Consultant 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.

Rebecca L. Harris
Typed Name

President
Title

Rebecca L. Harris
Signed

12/08/2025
Dated

Sworn to and subscribed before me this 08 day of December 2025.

Personally known ____ OR produced identification X. Identification type:
Florida Drivers License

Notary Public: State of Florida County of Volusia

Larry Bolin
Printed, typed, or stamped commissioned name of notary public

My commission expires: 7-11-29

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

State of Florida, County of Volusia
The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 8th day of Dec 2025 by Rebecca L Harris
Type of ID produced Florida Drivers License
or is personally known to me

Notary Signature

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	Florida	
Principal Place of Business (Enter Address)	1110 Palmetto Street New Smyrna Beach, FL 32168	
Federal I.D. Number	82-2249975	

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: Rebecca Harris for SARI

Mailing Address: 1110 Palmetto St, New Smyrna Beach, FL 32168

Telephone Number: 386-410-5934 Fax Number: ——— E-mail Address: sari.rharris@gmail.com

Rebecca Harris — Authorized Signature

Rebecca L. Harris — Printed Name

82-2249975 — FEIN

President — Title

12/04/2025 — 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: Smyrnéa Archaeological Research Institute

FEIN: 82-2249975

Authorized Representative Name and Title: Rebecca Harris, President

Address: 1110 Palmetto Street

City: NSB State: FL Zip: 32168

Phone Number: 386-410-5934 Email Address: sari.rharris@gmail.com

Certified By: Rebecca L. Harris President
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Rebecca L. Harris

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.

Rebecca L. Harris, President — Date: 12/06/2025

Authorized Signature and Title

Rebecca L. Harris, President

Print Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

ADDENDUM 1
RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services
November 13, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services, issued October 27, 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:** At the end of the first paragraph, it states "In order to be considered for award and to be further evaluated, proposer must be a registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice." Can you clarify what is meant by "registered professional within the State of Florida"? Do you mean archaeologist who are members of the Register of Professional Archaeologists (which is not state based) or do you mean the archaeologists have to physically reside in the state?

   Answer: The Archaeologists must be a member of the Resister of Professional Archaeologists. The firm or individual archaeologist may be located outside of the State of Florida.

2. **Question:** The first sentence in the last paragraph states: "The intent of this solicitation is to establish a pool of firms or individuals to perform salvage excavation as the City Archaeologist." The use of "salvage excavation" was not included in the Scope of Services. It is unclear if the entirety of archaeological services is lumped under "salvage excavation" or if this is an additional service to be provided to the City?

   Answer: Salvage excavation means the archaeological excavation of a site prior to its destruction by construction, erosion, vandalism, or any form of site disturbance. Archaeological salvage excavations will be concentrated only within the areas to be disturbed in order to save site data which would be lost due to the disturbance, and the extent of the excavations may vary, depending on the significance of the site, time constraints, and the degree of evidence of archaeological resources.

3. **Question**: On page 8, Section V.A Scope of Services, it states "In addition, the following may be included in the scope of work performed," and lists "historic and archaeological survey" and refers to identifying contributing structures within National Register Districts. Historic surveys and evaluation of structures falls under architectural history, but this is not listed as a service the City is requesting. Requesting clarification on whether or not the City also is requesting architectural history services under this contract.

   Answer: The city archaeologist shall review all applicable ground disturbances on city-owned or maintained property in archaeological zones I and II; shall conduct such testing, excavations, or monitoring. Shall prepare or oversee preparation of a final report on all projects, which report shall meet the guidelines established for archaeological reports by the department of state, division of historical resources, and be in accordance with the Cultural Resource Management Standards and Operations Manual; shall record archaeological sites and shall maintain and update the archaeological base map; and shall advise the city manager concerning archaeological issues. The City may also request the update to the Master Site Files to the contributing structures located within a national registered historic district or a local historic district.

4. **Question:** Section IX indicates federal conditions will apply for disaster-related projects. Will federal conditions apply to other federally funded projects other than disasters?

   Answer: Federal conditions shall apply when required by the funding source and/or projects related to grants.

5. **Question**: In Section V.A, Scope of Services, the RFP indicates that the City makes no covenant or promise as to the number of available projects. Can the City provide an indication of the workload associated with this contract from previous years?

   Answer: Since 2022, one project required archeological services with invoices totaling $16,325.

6. **Question:** In Section V.A, Scope of Services, the RFP indicates that the contractor will "prepare or oversee preparation of final reports on all projects" meeting the guidelines established for archaeological reports by the Florida Division of Historical Resources (DHR). Does the City anticipate that the resulting reports will all be reviewed by DHR, or only those that trigger state or federal permitting?

   Answer: If the State requires a review then yes. A Master Site File may be required to be submitted to the State.

7. **Question:** In Section VI, General Information, the RFP indicates that "there shall be no exceptions to either the scope of services or the terms of the agreement." In Section VII.H, Acceptance of Conditions, the RFP states to "Indicate any exceptions to the general terms and conditions of the solicitation, insurance requirements, or other requirements." Will the City provide clarification on whether exceptions will be allowed and/or which type?

Answer: The draft contract provided in the Attachment Section of the solicitation includes the standard terms and conditions for the City. Respondents may provide documentation in response to X.O as to any exceptions they wish the city to consider.

8. **Question:** In Section VII.F, References, the RFP indicates that "At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein." Can the City provide clarification on if they desire these letters of reference to be from actual agencies or simply any contracting authority or business entity?

   Answer: Letters from current or past clients are required.

9. **Question:** In Section VII.G, Project Team Workload, the RFP requests the project workload of the key personnel with an 18-month horizon. Can the City clarify the significance of an 18-month horizon? Is this an anticipated period of performance within the 3 year contract?

   Answer: Staff is looking for the current workload for the next 18 months on key personnel. This will allow our team to decide if a firm can handle small tasks on a short time frame outside of job duties that may take longer to complete.

10. **Question:** Page 23-24 References: Can references required for the 5 written letters (RFQ page 23) serve as the same client references (page 24), or are a total of 10 references required?

    Answer: Yes. The 5 minimal written letters can also be client references.

11. **Question:** Page 25, Insurance Requirements: Our insurance limits for Commercial General Liability, specifically for Personal & Advertising Injury and Fire Damage Legal Liability, differ from what is required in the RFQ. Our legal department request that the contract language allows the use of umbrella or excess liability insurance to meet the required limits. Is this feasible?

    Answer: The City recommends that all prospective consultants consider increasing their coverage limits under their existing policy. In order for the consultant to utilize umbrella or excess coverage, written documentation from the insurer indicating an inability to increase existing coverage to the contractual limits outlined in the RFP would be required. Additionally, documentation for the umbrella or excess coverage policies that a minimum meet or exceed the contractual limits of the RFP must be provided to the City.

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): Rebecca L. Harris Proposer Signature: Rebecca L. Harris

Smyrna Archaeological Research Institute (SARI)

Firm Name (Please Print)



Detail by Document Number

Florida Not For Profit Corporation
SMYRNEA ARCHAEOLOGICAL RESEARCH INSTITUTE, INC.

Filing Information

Document Number	N17000007627
FEI/EIN Number	82-2249975
Date Filed	07/24/2017
Effective Date	07/19/2017
State	FL
Status	ACTIVE

Principal Address

1110 Palmetto STREET
NEW SMYRNA BEACH, FL 32168

Changed: 05/12/2021

Mailing Address

1110 PALMETTO STREET
NEW SMYRNA BEACH, FL 32168

Registered Agent Name & Address

HARRIS, REBECCA L
1110 PALMETTO STREET
NEW SMYRNA BEACH, FL 32168

Officer/Director Detail

Name & Address

Title P

HARRIS, REBECCA L
1110 PALMETTO STREET
NEW SMYRNA BEACH, FL 32168

Title T

WRIGHT, KATE M
2420 Wilson Ave
Pascagoula, MS 39567

Title S

JENKINS, CASSANDRA A
1110 PALMETTO STREET
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2023	04/07/2023
2024	03/08/2024
2025	02/14/2025

Document Images

02/14/2025 -- ANNUAL REPORT	View image in PDF format
03/08/2024 -- ANNUAL REPORT	View image in PDF format
04/07/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2023 -- ANNUAL REPORT	View image in PDF format
05/12/2022 -- ANNUAL REPORT	View image in PDF format
05/12/2021 -- ANNUAL REPORT	View image in PDF format
06/30/2020 -- ANNUAL REPORT	View image in PDF format
05/01/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
07/24/2017 -- Domestic Non-Profit	View image in PDF format

An official website of the United States government Here's how you know

SAM.GOV®

Requests Notifications Workspace Sign Out

Home Search Data Bank Data Services Help

Entity Workspace

Enter an entity ID, name, or keyword

Get Started Actions

Show Workspace For
Non-Federal Entities

Non-Federal Entities

Filter By

Keyword
Entity
Status
Expiration Date
FSD Number
Address Update

Reset

page 1 of 1 *results per page* 25

Sort by Expiration Date Ascending

Smyrnea Archaeological Research Institute Pending ID Assignment

Entity Under Review
While you have an open validation case, you cannot update or register this entity.

Unique Entity ID:
(blank)

Doing Business As:
(blank)

Physical Address:
1110 Palmetto Street
New Smyrna Beach, FL 32168
USA

Expiration Date
(blank)

Open Cases

City of New Smyrna Beach

214 Sams Ave
New Smyrna Beach, FL 32168
(386)410-2865

BUSINESS TAX RECEIPT

This Business Tax Receipt allows this Business to do work in the City of New Smyrna Beach

Business Name: SMYRNEA ARCHAEOLOGICAL RESEARCH INST INC

Business Location: 1110 PALMETTO ST
NEW SMYRNA BEACH, FL 32168

Mailing Address: 1110 PALMETTO ST
NEW SMYRNA BEACH, FL 32168

Owner: REBECCA L HARRIS

Number: 8062

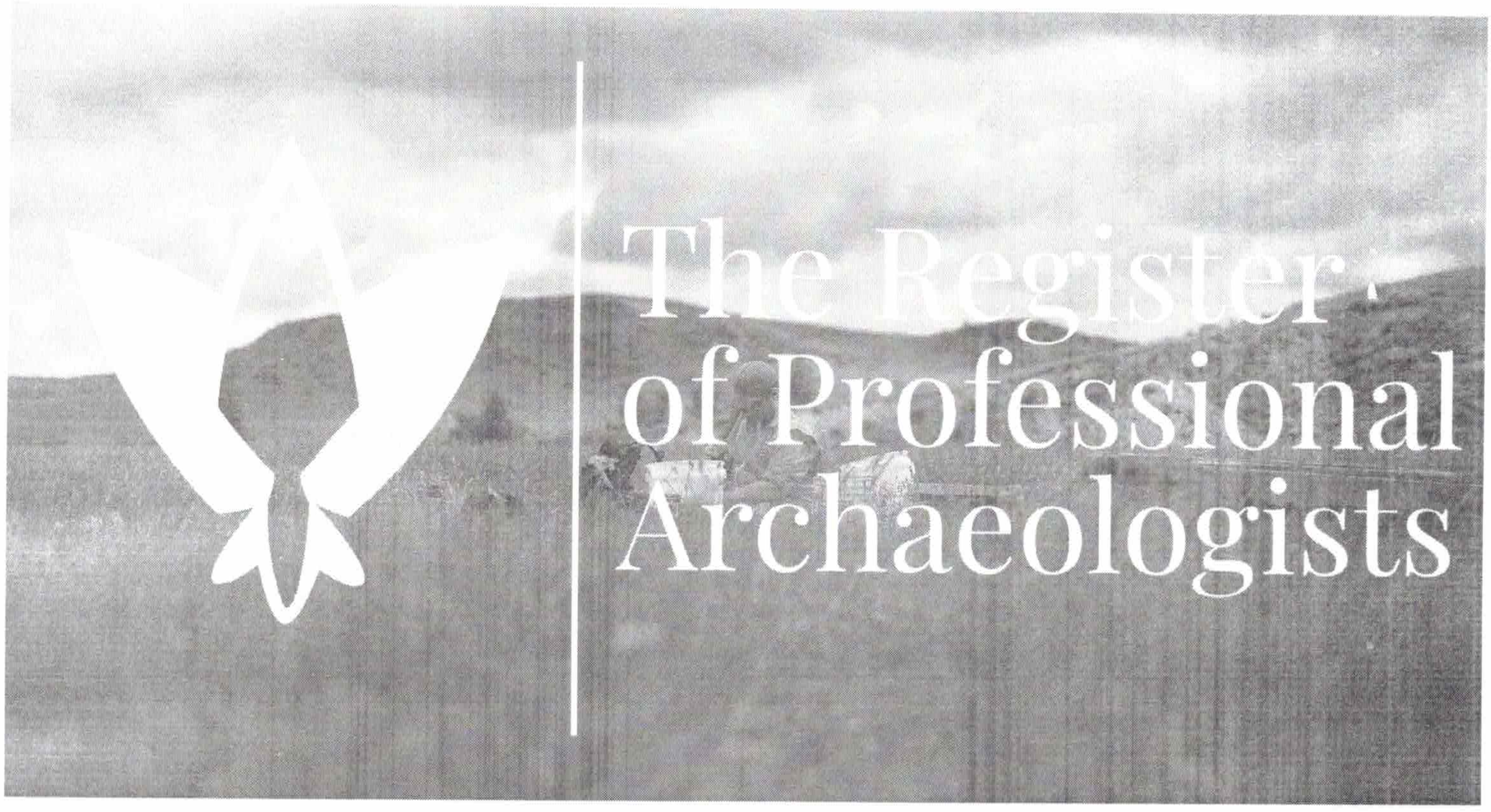
Classification: Professional, Scientific, & Technical Services

Issued Date: 9/30/2025

Expiration Date: 9/30/2026

Business Activity: Professional and Personal Services
Description of Business: Archaeological Consulting Services, Educational and Historic Research, Historic Preservation

TO BE POSTED IN A CONSPICUOUS PLACE



Back

Rebecca Harris

SEND MESSAGE

Smyrnea Archaeological Research Institute

Member profile details

Membership level	RPA (Founding)
First name	Rebecca
Middle name	L
Last name	Harris

Highest Degree	ABD

Preferred Contact Information

Employer	Smyrnea Archaeological Research Institute
Professional Title	Founder and Executive Director
Street Address 1	1110 Palmetto St
City	New Smyrna Beach
US State/Territory or Canadian Province	Florida
Zip Code / Postal Code	32168
Country	United States
Email - Preferred	sari.rharris@gmail.com
Phone - Preferred	3862228372
RPA Reg Number	15702
I affirm that I will abide by the Register's Code of Conduct and Standards of Research Performance	✖ I agree Open link

Education & Experience

Degree(s) Details	BA, MA, ABD
Brief Description of Education & Experience	30 years of experience in Southeastern Archaeology; both historic and prehistoric. Specialized training in paleoethnobotany, glass beads, and lithic technologies. Worked in Kentucky, Florida, Georgia, Alabama, Arkansas, Oklahoma, Kansas, and Oregon. Employed by USFS as Federal Archaeologist, GS-9 and GS-11 as well as various CRM companies and Universities.

Personal Website	www.nsbarchaeology.org
Primary Specialization	Florida Archaeology
Additional Specialization 1	British East Florida
Additional Specialization 2	Spanish Contact
Additional Specialization 3	European Beads
Work Region 1	Florida

Register of Professional Archaeologists
700 N Carr Rd, Box 86
Plainfield, IN 46168

Phone: (317) 798-3001
Grievance Hotline: (410) 246-2150
You do not have to be an RPA/RA to file a Grievance
Email: info@rpanet.org

Connect With Us Online

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Exhibit "C"

ESTIMATE

Smyrnea Archaeological Research Institute
1110 Palmetto Street, New Smyrna Beach, FL 32168, UNITED STATES
Tax ID: 82-2249975
Phone: +1 386-410-5934; sari.rharris@gmail.com;
Website: www.nsbarchaeology.org

Estimate No#: 2026-01
Estimate Date: Feb 9, 2026

$2,923.00

ESTIMATED AMOUNT

BILL TO
City of New Smyrna Beach
210 Sams Ave, New S, FL 32168, UNITED STATES
sferrara@cityofnsb.com

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT($)
1	Research Background Records Search and Archaeological Background	1	$150.00	$150.00
2	Archaeological Monitoring On Site Archaeological Monitoring during ground disturbing/site preparation activities required Billed at a daily rate.	1	$400.00	$400.00
3	Archaeological Testing/Preliminary Small Subsurface Testing; 1-10 Shovel Tests usually on small residential lot. Billed as a single rate.	1	$500.00	$500.00
4	Architectural History Illustrated Report of architectural history/style of building construction with maps, drawing, photographs.	1	$350.00	$350.00
5	Archival Costs Storage Supplies used in management of artifacts recovered during archaeological work. Based on amount of materials.	1	$150.00	$150.00
6	Artifact Laboratory Processing Washing/Cataloging/Descriptive Analysis Billed by the day; determined by size of site and project	1	$150.00	$150.00
7	Emergency Archaeological Mitigation Called at will in emergency situation with impending deadline, work into existing scheduling	1	$800.00	$800.00
8	Ground Work land clearance for testing; 811 services	1	$150.00	$150.00
9	Report Preparation FMSF, background, report of findings	1	$150.00	$150.00
10	Archaeological Investigation--PHASE I Archaeological testing based on criteria determined by Florida BAR. Price depends on size of parcel and type of ground disturbances anticipated.	1	$123.00	$123.00

This rate varies from $1500 for a small project up to $10,000 for a large-scale investigation. This rate is determined generally by size; approximately $1000/acre

Subtotal	$2,923.00
TOTAL	**$2,923.00 USD**

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: Smyrnéa Archaeological Research Institute

Authorized Signature: Rebecca L. Harris Date: 12/08/2025

Printed Name: Rebecca L. Harris

Title: President

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 08 day of December, 2025, by Rebecca L Harris, as President on behalf of the company/corporation. They ☐ are personally known to me or ☒ have produced FLDL as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 7-11-29

LARRY BOLIN
MY COMMISSION # HH 670897
EXPIRES: July 11, 2029

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2026

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Smyrnea Archaeological Research Institute 1110 Palmetto Street New Smyrna Beach, FL 32168	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hiscox Insurance Company Inc — 10200 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	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:	Y		P100.258.292.5	12/14/2025	12/14/2026	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 $ 100,000 $ 5,000 $ 0 $ 2,000,000 $ S/T Gen. Agg.
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						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 ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A 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	$ $ $
A	Professional Liability	Y		P100.258.291.5	12/14/2025	12/14/2026	Each Claim: $ 1,000,000 Aggregate: $ 1,000,000	

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

RFQ 03-26-DS Professional Archaeological Continuing Consultant Contract.

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

Mary J Boyd

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Southeastern Archaeological Research, LLC
Professional Archaeological Continuing Consultant Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between Southeastern Archaeological Research, LLC., duly authorized to conduct business in the State of Florida and whose address is 3117 Edgewater Drive, Orlando, Florida, 32804, 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 03-26-DS, Professional Archaeological Consultant 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 RFQ 03-26-DS, Professional Archaeological Consultant 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. Award Bid Proposal
C. 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:

Anne V. Stokes, PhD, President
Southeastern Archaeological Research, LLC.
3117 Edgewater Drive
Orlando, Florida 32804
(407)236-7711

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	Southeastern Archaeological Research, LLC.
Sherry Clark	
Authorized Signature	*Authorized Signature*
Sherry Clark	Anne V. Stokes, PhD, President
Print Name and Title	
Address: 3117 Edgewater Drive Orlando, Florida 32804	Address: 3117 Edgewater Drive Orlando, Florida 32804
02/02/2026	02/02/2026
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, Esq, City Attorney Date:

Exhibit "B"

RFQ 03-26-DS - Professional Archaeological Continuing Consultant Services

DUE
December 8, 2025 at 5:00 p.m. (EST)

SUBMITTED BY
Southeastern Archaeological Research, LLC (SEARCH)
3117 Edgewater Drive, Orlando, Florida 32804
Jessica Fish MA, Contract/Project Manager, Principal Investigator
P: (407) 236-7711 | E: drew.kinchen@searchinc.com



SEARCH is a trusted provider of cultural resources consultation and services since 1993

SEARCH

Letter of Interest and Executive Summary



LETTER OF INTEREST

December 8, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach, Purchasing
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RFQ 03-26-DS Professional Archaeological Continuing Consultant Services

Dear Selection Committee:

Southeastern Archaeological Research, LLC (SEARCH) is submitting this letter of interest and statement of qualifications for Professional Cultural Resources Services (RFQ 03-26-DS) for New Smyrna Beach. SEARCH is a global leader in the full spectrum of cultural resource heritage services and has completed over 5,000 cultural resource projects since our founding in 1993, including over 150 for Florida's cities and towns. During our 32 years in operation, we have provided the full gamut of cultural resource services to a range of municipal, transportation, state, federal, and private clients. A notable project that SEARCH conducted for New Smyrna Beach was the Search for Turnbull's Colony, which became a collaborative effort between SEARCH, New Smyrna Beach, the City of Port Orange, Volusia County, local historians, citizen volunteers, and local landowners. The research led to New Smyrna Beach's Archaeological Zone II mentioned in this RFQ. As a result of our experience on that project and other municipal, transportation, and program management experience in Florida, we understand the unique cultural history of Florida and have a thorough understanding of state, local, and Federal regulations.

SEARCH has the depth of staff and experience to provide the services required in the RFQ with more than 250 cultural resource professionals, including key staff with experience supporting New Smyrna Beach. The main office that is serving this contract is our Orlando, Florida headquarters location, which serves a main hub for our Florida projects. The SEARCH team offers a wide-ranging cultural resource services, strong program and project management, bench strength, and proven commitment to being responsive and providing quality deliverables, on time and on budget.

Primary point of contact and Contract/Project Manger:
Jessica Fish, MSt, RPA, Senior Project Manager, Transportation Sector Leader
E: Jessica.Fish@searchinc.com | P: 407-236-7711 | Cell: 850-583-5890

Offices providing services:

- Main Office: 3117 Edgewater Drive, Orlando, Florida 32804
- Jacksonville: 8298 Bayberry Road, Suite 1, Jacksonville, Florida 32256
- Pensacola: 700 North 9th Avenue, Pensacola, Florida 32501
- New Orleans (Laboratory Services): 8600 Oak Street #2A, New Orleans, Louisiana 70118

Persons authorized to make representations:
Anne V. Stokes, PhD, CEO | 3117 Edgewater Drive, Orlando, Florida 32804 | E: anne@searchinc.com | P: 407-236-7711

We welcome the opportunity to support New Smyrna Beach by providing timely, high-quality cultural resource services. If you have any questions or need further information, please contact us.

Sincerely,

Anne V. Stokes, PhD, CEO| SEARCH

EXECUTIVE SUMMARY

Southeastern Archaeological Research, LLC (SEARCH), a Florida Corporation, and Delaware limited liability company, has over 32 years of experience providing cultural resource management services to a variety of government clients, including numerous municipalities across Florida. In 2024, SEARCH became a subsidiary company to Contract Land Staff (CLS) which is in Sugar Land, Texas and our average annual revenue for the past five years is $28.2M. This contract will be managed through SEARCH's Orlando, Florida headquarters by Contract/Project Manager, Jessica Fish, MSt, RPA, utilizing 100% in-house staff for standard cultural resources services. SEARCH's Florida-based staff available to support this contract includes 70 archaeologists, four architectural historians, one historian, and one GIS specialist. Additionally, our support staff ensure that we provide safe, efficient, and quality services. SEARCH's behind-the-scenes services include administration, accounting, logistics, technical editing, and quality assurance/quality control (QA/QC).

Ability to Comply with Requirements

Since 1993, SEARCH has supported over 5,000 projects, providing Phase I, II, and III archaeological investigations (precontact and historic), geoarchaeology, zooarchaeology, osteology, ethnography, lithic technology, and ceramic technology, as well as architectural history and history services. SEARCH's staff are experts in national and state compliance regulations including Sections 106 and 110 of the National Historic Preservation Act of 1966, as amended, the Section 303/Section 4(f) Evaluation Process (USDOT Act of 1966), and Chapter 267, Florida Statutes. Our Principal Investigators exceed the Professional Qualifications Standards as set forth in the Secretary of the Interior's Standards and Guidelines for History, Archeology, and Historic Preservation (36 CFR Part 61).

Scope of Services

With extensive cultural resource management experience, SEARCH has a thorough understanding of the scope of services for this contract and has performed all the services listed in Section V of the RFQ. Anticipated tasks to support the Professional Archaeological Continuing Consultant Services include:

- Reviewing ground disturbing activities on New Smyrna Beach owned/managed properties within Archaeological Zones I and II (as outlined by the SEARCH 1999 report *The Search for Turnbull's Colony, an Archaeological Survey*)
- Reviewing project plans for cultural resources involvement and assisting in planning when applicable
- Producing management plans, technical memoranda, or other documentation of review (such as cultural resource desktop screenings)
- Conducting Phase I or II archaeological or architectural history fieldwork or monitoring as required by Chapter 50 of the New Smyrna Beach *Code of Ordinances*
- Providing recommendations of cultural resource eligibility for listing in the National Register of Historic Places (NRHP)

SERVICES SEARCH PROVIDES

Terrestrial Archaeology Services
Literature Review & Synthesis
Phase I, Phase II & Phase III Surveys
Archaeological Monitoring
Creative Mitigation
Desktop & Reconnaissance Surveys
Forensic Archaeology
Public & Stakeholder Meetings
SHPO Consultation
Programmatic Agreements, MOAs, & MOUs
Research Designs & Work Plans
Site Management & Mitigation Plans

Maritime Archaeology Services
Magnetometry Data Collection, Processing & Analysis
Marine Geophysical Surveys
Paleolandscape Reconstruction
Qualified Marine Archaeologists
Scientific Diving & Hardhat Diving
Side-Scan Sonar & Sub-Bottom Profiling Data Collection, Processing & Analysis

Architectural History Services
HABS/HAER/HALS Level I, II, and III Documentation
Historic Building & Districts Surveys
Large Format Photography
NRHP Evaluations & Nominations
Photogrammetry Documentation

History Services
Archival & Background Research
Historic Contexts & Overviews
Oral History & Transcriptions Paleography

Archaeology Laboratory Services
36 CFR 79 Compliance
Artifact Photography & Scanning
Artifact Processing, Analysis, Curation & Conservation

Geophysical & GIS Services
Cemetery & Unmarked Graves Relocation
Ground-Penetrating Radar (GPR)
Historic Map Review & Georectification
Land Magnetometer & Metal Detector Survey LiDAR, 3D and Predictive Modeling

- Compiling documentation for review by the State Historic Preservation Officer (SHPO) or the Florida Division of Historical Resources (FDHR), including cultural resource assessment surveys (CRAS)

Anticipated Project Approach

SEARCH will provide cultural resources support to the City of New Smyrna Beach on an as-needed basis. SEARCH's goal for each project is to provide accurate, complete, safe, and timely work that meet all client, legal, agency, and professional requirements. Our vast experience enables SEARCH to rapidly evaluate the appropriate scope of work and the potential for cultural resources in any given project area. We maintain copies of the latest versions of the following data to allow efficient analysis of proposed projects and identified resources:

- Florida Master Site File (FMSF) GIS data
- LiDAR data for probability modeling
- Natural Resources Conservation Service soil data for every Florida county
- Aerial photographs dating from the early twentieth century to the present
- Geo-referenced historic maps
- County property assessors' records
- Historic contexts for multiple regional and site-specific areas
- Archaeological, thematic, community, and property-type historic contexts
- In-house library and other document resources

This data is utilized to assess the archaeological potential for historic and precontact resources in a project area and to estimate the number of aboveground historic resources. If a cultural resource survey is necessary, an Area of Potential Effects (APE) will be developed, and archaeological and architectural history survey will be conducted prior to the preparation of the applicable report. Field methods will follow the recommendations presented in the Florida Division of Historical Resource's (FDHR) Cultural Resource Management Standards & Operations Manual. The purpose of each survey and the resulting report, which will be prepared internally, is to identify the presence of cultural resources within the project area, assess their eligibility for listing in the NRHP according to the criteria for evaluation in 36 CFR 60.4, and if applicable, to apply the Criteria of Adverse Effect, as set forth in 36 CFR 800.5. When requested by the City of New Smyrna Beach, SEARCH will assist in agency coordination such as the dissemination of CRAS documentation to the SHPO for review and concurrence.

In some cases, Phase II evaluation is necessary to determine whether an archaeological site is eligible for NRHP listing. Based on the results of the Phase II investigation, an opinion is developed in consultation with the client and SHPO on whether a site is recommended eligible for listing in the NRHP, using the NRHP eligibility criteria defined in 36 CFR Part 60.4. SEARCH has conducted over 300 Phase II evaluations for archaeological sites that required additional testing to determine their eligibility for NRHP listing.

SEARCH routinely provides archaeological monitoring services in archaeologically sensitive areas to ensure that no significant cultural resources are harmed during construction activities. With many staff based in central Florida, our team provides on-call service for archaeological monitoring according to a proposed project schedule and client needs.

Specific to architectural documentation, SEARCH has conducted hundreds of stand-alone historic and historic architectural studies documenting historically significant buildings, structures, districts, and engineering resources for Historic American Buildings Survey (HABS), Historic American Engineering Record (HAER), and Historic American Landscapes Survey (HALS) standards.

State of Florida Registration

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 Limited Liability Company
SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC

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Name & Address

Title MGR

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Annual Reports

No Annual Reports Filed

Document Images

08/07/2024 -- Foreign Limited | View image in PDF format

Firm Qualifications



FIRM QUALIFICATIONS

Firm Overview

Southeastern Archaeological Research, LLC, (SEARCH), a Florida Corporation, and Delaware limited liability company, has over 32 years of experience providing cultural resource management services across government, energy, development, and maritime sectors. In 2024, SEARCH became a subsidiary company to Contract Land Staff (CLS) which is in Sugar Land, Texas. SEARCH is not a DBE and our average annual revenue for the past five years is $28.2 million. This contract will be managed through SEARCH's Orlando, Florida headquarters by Contract/Project Manager Jessica Fish, MSt, RPA, utilizing 100% in-house staff. SEARCH's Florida-based staff available to support this contract includes 70 archaeologists, four architectural historians, one historian, and one GIS specialist. SEARCH's staff are experts in precontact archaeology, historic archaeology, geoarchaeology, zooarchaeology, osteology, ethnography, lithic technology, and ceramic technology. They are well versed in national and state compliance regulations and our Principal Investigators meet or exceed the *Professional Qualifications Standards as set forth in the Secretary of the Interior's Standards and Guidelines for History, Archeology, and Historic Preservation* (36 CFR Part 61).

SEARCH is a full-service cultural resources management firm that harnesses the power of the past to advance the projects, places, and people we serve. Since 1993, we have integrated science, technology, and creativity to complete more than 5,000 projects, including over 150 for Florida's cities and towns. Our team has provided all levels of cultural resources services to Florida's municipalities including, Phase I, II, and III precontact and historic archaeological investigations, archaeological monitoring, underwater cultural resources surveys, and history and architectural history services.

SEARCH is a full-service provider that officer a suite of required services in-house including:

- Desktop, Phase I, II, and III terrestrial and underwater archaeological investigations
- Historic and archival research
- Architectural history survey, eligibility evaluations, and effects assessments
- Standard and specialty laboratory services including macroplant archaeobotany, zooarchaeology, human osteology, and artifact imagery
- Terrestrial and marine remote sensing, LiDAR, GPR, magnetometer, side-scan sonar, and sub-bottom profiler
- Archaeological monitoring
- Native American Tribal consultation support
- Memoranda of Agreement (MOA) and Programmatic Agreements (PA) development
- Public outreach and media development, including ArcGIS story maps and interpretive panels
- Emergency response services for unanticipated discoveries and natural disaster repairs
- Mitigation efforts such as Historic American Building Survey (HABS), Historic American Engineering Record (HAER) documentation, Historic American Landscapes Survey (HALS) and in-house large format photography, laser scanning, and photogrammetry

Scope of Services

Review Applicable Ground Disturbances in Archaeological Zones I and II:

SEARCH will review all proposed ground disturbed located on city-owned or -maintained property that falls within Archaeological Zone I and Zone II (as defined under Chapter 50 of the City of New Smyrna Beach Code of Ordinances) to evaluate potential impacts to recorded or unrecorded archaeological resources. Following this review, SEARCH will provide recommendations for further archaeological work, which may include archaeological field survey or monitoring. SEARCH is

familiar with these municipal requirements and previously assisted with the definition of Archaeological Zone II, which is based on the report *The Search for Turnbull's Colony, an Archaeological Survey*, written by SEARCH in June 1999.

Archaeological Testing and Monitoring Required by Chapter 50 of the Code of Ordinances

Research Design & Phase I Archaeological and Architectural Field Surveys

SEARCH will use data collected during background research to assess the archaeological potential for historic and precontact resources in a project area to develop a research design and APE for city consideration. The research design will summarize the results of the literature review and present a testing strategy based on the project area and environmental setting. It will also estimate the number of aboveground historic resources based on review of historic maps and property appraisers' databases. SEARCH fully understands New Smyrna Beach's and SHPO's expectations in terms of testing strategies, which can vary depending on the project area or environmental setting. A Phase I CRAS combines archaeological and architectural surveys into a holistic approach that considers all types of resources within an APE. Typically, archaeological surveys include pedestrian inspection and shovel testing at varying intervals based on the probability for archaeological resources.

Archaeological Monitoring

In many instances where subsurface disturbance is necessary in archaeologically sensitive areas, New Smyrna Beach and SHPO may agree to an on-site monitor. When cultural resources are identified during monitoring, it becomes necessary for the archaeologist to guide the use of heavy machinery and to document cultural features as they are encountered. SEARCH can provide archaeological monitors who meet the SOI's Professional Qualification for Archaeology, ensuring that the work is overseen by those with expertise and experience. SEARCH provides quick response archaeological monitoring because we recognize that the need is based on the City's construction schedule. We can provide qualified archaeological monitors with minimal travel costs.

Reporting

The technical reports will be prepared in compliance with the approved scope of work and meet the guidelines established by SHPO. The reports will provide project background information, environmental settings, cultural contexts, results of field and laboratory studies, NRHP recommendations, resource descriptions, and application of the criteria of adverse effect. The report may also include recommendations to avoid or minimize adverse effects. Recommended mitigation measures may be included after discussion with the City. If no further work is recommended on a site, the report will explicitly justify this finding. All documentation is reviewed by senior staff, technical editors, and copy editors in compliance with SEARCH's QA/QC process prior to submittal to New Smyrna Beach for review and comment. SEARCH is familiar with the use of Electronic Review Comments (ERCs), which the District may use to upload documents, provide comments, and track comment responses and document revisions. ERCs provide an easily trackable method of organizing document reviews and coordinating the distribution of plans and files among project team members, including engineering, environmental, and other reviewers.

Record Archaeological Sites and Develop Strategies for Preservation

When a proposed undertaking is determined to have an adverse effect on an NRHP-listed or -eligible resource, SEARCH will help New Smyrna Beach to identify the most effective and cost-efficient mitigation measure for documenting the resource's significance. These options include Phase III data recovery, architectural documentation such as HABS/HAER/ HALS, and a range of creative mitigation methods, including development of historic contexts or additional surveys that support future evaluations. Specifically, historic contexts as mitigation are a cost-effective mitigation alternative to measured drawings and large-format photography. Recently, we have successfully advocated for historic contexts to be included in ArcGIS story maps, meeting the Florida Division of Historic Resources' goal of increasing public accessibility of mitigation efforts.

HABS/HAER/HALS Documentation: SEARCH provides a full range of HABS/HAER/HALS services, including large-format photography, measured drawings, laser scanning, and written historical and descriptive data. SEARCH conducts its own

large format photography using a Sinar 4x5" large format camera with 65-mm, 90-mm, 120-mm, and 150-mm lenses. Additionally, SEARCH uses a digital camera to replicate large format photographs and to document the resource's surroundings to expedite draft delivery. Our delivery methods follow the SOI's Standards and Guidelines for Architectural and Engineering Documentation, the National Park Service (NPS) HABS/HAER/HALS Documentation Guidelines, and the NPS Photography Guidelines.

Creative Mitigation: SEARCH has developed alternative mitigation plans approved by federal and state agencies for numerous projects. Creative mitigation may be a more cost-effective strategy than standard Phase III data recovery or HABS/HAER/HALS documentation. Other viable alternatives SEARCH provides that have been successfully used for compliance include interpretive exhibit design and construction, documentary filmmaking, interpretive trail and kiosk design, publication of booklets, journals, and articles, and website development. These treatments are successful in reducing mitigation costs while simultaneously collecting, reporting, and distributing to professional and lay audiences the informational content related to significant cultural resources. SEARCH's Digital Heritage group also provides alternative forms of documentation and mitigation, augmenting traditional field methods with technologies such as laser scanning and photogrammetry to generate HABS/HAER/HALS-equivalent or -better documentation and deliverables, including 3-D models, laser scanning, renderings, and line drawings. Additionally, SEARCH works directly with state SHPOs and clients on the development of production of roadside plaques and interpretive panels.

Participate in the Planning State of Applicable Projects

Literature review and background research provide the framework for the archaeological, historical, and environmental overview necessary to establish significant events, locations, structures, and individuals in the project area. This includes primary and secondary research. These data are then used for desktop studies and predictive modeling in the early stages of a project, as well as the later stages of NRHP evaluation, including establishing significance and evaluating integrity. During evaluation and mitigation stages, additional focused and in-depth historic research is conducted as outlined by the Principal Investigator.

Developing a thorough historic context is critical to establish if there are historic properties in a project area. The contract manager and Principal Investigator work closely with SEARCH's historians to outline what historic themes may be expected in the project area. Historians then use this information to undertake research about significant events, individuals, and structures and buildings in the APE. These overviews or contexts can be included in sections of a report for evaluating resource significance or can be prepared as detailed, standalone documents. Historic contexts can also provide additional project benefits such as a head start on mitigation stipulations.

The Principal Investigator assigned to each task will review the undertaking, evaluating whether the scope of the work has the potential to affect historic properties, if such exist, and provide a recommended APE. Ms. Fish will review the mapped projection and written justification for projects that are anticipated to be highly complex or notable prior to submission to the district for approval.

Update the Archaeological Base Map

SEARCH has expertise in maintaining and updating archaeological databases and GIS mapping in both desktop and online applications. SEARCH has performed similar tasking for NAVFAC Southeast at numerous facilities in Florida and Georgia, including Eglin AFB and Townsend Bombing Range. These projects entailed updating pre-existing facility cultural resource datasets within the SDSFIE data model. SEARCH updated datasets with information generated by contracted field activities and review of previously reported surveys.

Advise the Planning Manager, City Engineer and/or Other Relevant Staff Concerning Archaeological Issues

SEARCH frequently develops PAs, MOAs, and Memoranda of Understanding (MOU) for Florida's municipalities and the Department of Transportation. These documents are the result of cultural resource surveys that aid SEARCH in providing recommendations on mitigating impacts to all historic resources, and are negotiated with FDHR and other participating agencies. As infrastructure-focused subject matter experts, we prioritize mitigation that provides the public information while efficiently using state or federal funds.

Identify and Report the Presence and/or Potential for Precontact or Historic Archaeological Sites

SEARCH understands that communication with the client during this assessment process is critical. If preliminary fieldwork indicates that a resource may be significant, New Smyrna Beach's Project Manager will be contacted immediately. Data recovery is completed at NRHP-eligible or -listed archaeological sites that cannot be avoided or protected from project impacts. Since data recovery is labor-intensive and destructive, it is imperative to develop an appropriate research design to recover data pertinent to important regional research questions. For Phase III Data Recovery projects, specific research questions are detailed in a Data Recovery Plan and addressed in the technical report.

This decision and the reasoning behind conducting mitigation efforts will be communicated with the City prior to the submission of any report to minimize impacts to the project schedule. The presence of NRHP-eligible properties will have different implications for a project's compliance process depending on the scope of the work and the federal or state statute governing the undertaking.

Precontact and Historic Site Determination

Determination for National Register of Historic Places Listing

SEARCH evaluates significance according to 36 CFR 800.4 and National Register Bulletin 15 – How to Apply National Register Criteria. As part of that five-step process, our team establishes a cultural context for the project area and APE using historic maps, first- and second-hand historical accounts, aerial imagery, soils analysis, and information available from previous surveys, including those available via the Florida Master Site File. The context informs our archaeologists and architectural historians whether the cultural resources within the APE are illustrative of a significant facet of history at the local, state, or national level under Criteria A, B, C, and D. Staff evaluate whether the resources within the APE exhibit or represent that significance through their essential physical features. As part of this process, our team also relies on important gray literature focused on local-based resources and national transportation trends.

If an architectural resource is found to be a significant representation of history, architecture, engineering, or culture within the area, the seven aspects of integrity (location, design, setting, materials, workmanship, feeling, and association) are evaluated to ascertain whether the historic resource can convey that significance. Per National Register Bulletin 15, Section VIII "a property will always possess several, and usually most, of the aspects." Which aspects of integrity are most important for a resource to maintain its ability to convey its significance depends on the type of resource being assessed.

For archaeological resources, significance centers around the site's ability or potential to yield data that answer specific research questions (i.e., Criterion D of National Register Bulletin 15). At minimum, an archaeological site must contribute to, or have potential to contribute to, our understanding of historic or precontact archaeology; moreover, such information must be considered important. Sites that exhibit significance usually possess several characteristics that would allow for the consideration of important research questions. These characteristics may include the presence of diagnostic artifacts, intact stratigraphy, archaeological features, and dense deposits of artifacts. In addition, whether the site is unique in terms of location, age, artifact type, cultural use, or the community it represents can also affect whether it should be considered significant.

If a resource is found to be significant and to retain integrity, SEARCH will recommend that the resource is eligible for listing in the NRHP and provide a clear description of the resource's boundaries in state site forms and in the report/deliverables. A part of our review is to confirm that recommendations are clearly and concisely presented as aligned with the ACHP's Meeting the "Reasonable and Good Faith" Identification Standard in Section 106 Review. Once a resource is recommended eligible for the NRHP, SEARCH will evaluate whether the project poses adverse effects to that resource.

Phase I Historic and Archaeological Survey

A Phase I cultural resource assessment survey combines archaeological and architectural surveys into a holistic approach that considers all types of resources within an APE. The survey typically includes background research, fieldwork, laboratory tasks, and report preparation. Prior to fieldwork, SEARCH uses available data to assess the archaeological potential for historic and precontact resources in a project area and to estimate the number of above-ground historic resources. Archaeological surveys included pedestrian and shovel testing at varying intervals based on the probability model. For each cultural resource (archaeological site or historic resource) identified during a project, SEARCH will analyze the data and prepare a clear, understandable, and defensible evaluation of significance based on the most current research available. Identified resources will be evaluated for NRHP listing according to the eligibility criteria set forth in 36 CFR Part 60.4. Following completion of fieldwork, the background research, field survey results, and field data analysis is compiled in a draft report and reviewed by senior staff and editors in compliance with SEARCH's QA/QC process prior to submittal to the City for review and comment.

Phase II Historic and Archaeological Survey.

Phase II evaluation is necessary to determine whether an archaeological site is eligible for NRHP listing. Although Phase I survey data provides important information about artifact density and type, shovel test results are less reliable for gathering information on site stratification and integrity than formal excavation units in arbitrary and/or natural layers. Based on the results of the Phase II investigation, an opinion is developed in consultation with New Smyrna Beach and SHPO on whether a site is recommended eligible for listing in the NRHP, using the NRHP eligibility criteria defined in 36 CFR Part 60.4. SEARCH has conducted over 300 Phase II evaluations in Florida for archaeological sites that required additional testing to determine their eligibility for NRHP listing.

Identify Contributing Structures Located within the National Registered Historic Districts

SEARCH's architectural historians evaluate the contributing status of resources associated with historic districts using criteria from the National Park Service (NPS) Bulletin 15: How to Apply the National Register Criteria for Evaluation, along with any previously established evaluation methodology for a specific historic district, guidance from the SHPO, and available survey data. This process assesses each resource's significance and integrity to determine if it qualifies as a contributing resource to a historic district. As part of this process, all buildings, structures, and objects are categorized as eligible or ineligible, individually and/or as contributing to a historic district, and are summarized in a detailed table within the report.

Key Firm Employees Roles and Qualifications

SEARCH retains a highly regarded team in Florida and the key personnel selected to support this contract have extensive knowledge of and experience in meeting the state and national standards governing cultural resources, permitting, and compliance regulations. The team will assist New Smyrna Beach in meeting its responsibilities under the Florida Historical Resources Act (FHRA), Chapter 267, Florida Statutes (F.S.), NEPA, and Section 106 of the NHPA for development and delivery of projects by providing research, survey, testing, analysis, and reporting on cultural resources within New Smyrna Beach. Their collective experience provides a thorough working knowledge of the professional duties and responsibilities required under this contract. The full staff's command of Florida's unique cultural, historical, and environmental landscapes will

benefit the department and will result in the formulation of reasonable research designs, service reliability, schedule maintenance, and cost savings. Resumes for the key firm employees are included in Attachment A.

Contract/Project Manager: Jessica Fish, MSt, RPA

Ms. Fish, who has 14 years of professional experience in cultural resource management, will serve as a primary point of contact for New Smyrna Beach and provide information on a project-by-project basis. As the Contract/Project Manager, she will be responsible for developing task order proposals, assigning and managing project teams, overseeing task order budgets and schedules, and project accounting. Ms. Fish will also be available for day-to-day project management, to answer any cultural resource questions that arise, provide information for project planning, and provide guidance. The Principal Investigators, Ms. Kinchen and Ms. Suphanniam, will be overseen by Ms. Fish to ensure that all contract conditions are met, and SEARCH's Quality Assurance and Quality Control Program and Health & Safety Plan are implemented for each task order. She will ensure that every deliverable is high quality, delivered safely and on time, and meets New Smyrna Beach's goals.

She has contributed to multiple projects for municipalities, Florida's Department of Transportation Districts, transmission corridors, dam re-certifications, and emergency response projects. She currently serves and has served as the Contract/Project Manager on multiple continuing services and task work orders, including over 20 projects completed in Volusia County. She attained her Master's degree from Oxford University in 2011 and her undergraduate degree from the University of Maine, Orono in 2010. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

Archaeology Principal Investigator: Drew Kinchen, MA

Ms. Kinchen has eight years of experience in archaeology and has worked in cultural resource management with primary experience in Florida and Southeastern region projects. She has also worked on several projects in the Midwest region and Puerto Rico. She has worked on a variety of archaeological sites and has experience with Phase I, II, and III archaeological investigations. She has experience with federal, energy, transportation, and academic archaeological investigations. At SEARCH, Ms. Kinchen primarily contributes to the transportation sector as an Assistant Project Manager and Principal Investigator with extensive experience in cultural resource assessment report writing, agency coordination, research design development, and fieldwork management. Her undergraduate degree in Anthropology was completed at the University of New Orleans in 2017 followed by a Master's degree in Archaeology and Heritage from the University of Leicester in 2025. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

Architectural Historian Principal Investigator: Anna Suphanniam, MA

Ms. Suphanniam has over six years of experience in the field of cultural resource management. She has experience with Section 106, Section 110, USACE permitting, and due diligence surveys. Since she began SEARCH, her primary work has been with DOT, including projects such as bridge replacements and repairs, multi-use trails, complete streets, and road maintenance. During her work with DOT, she gained experience with 4(f) and completed HAERs. She also has extensive experience with NRC, FERC, and BOEM energy projects, including nuclear facilities, solar fields, offshore wind, pipelines, and LNG facilities. Mrs. Suphanniam also has extensive experience with surveys and reporting of telecommunication towers under FCC and NEPA regulations. Her undergraduate degree in Art History was completed at the University of West Florida, Pensacola in 2015, followed by a Master's degree in Public History with a Historic Preservation Certificate from the University of West Florida in 2018. For her final Master's project, Mrs. Suphanniam completed an NRHP nomination for the PK Yonge House in Pensacola, FL that was accepted onto the register in October of 2018. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

QA/QC Manager: Varna Boyd, MA, RPA, Director, Government Sectors

Ms. Boyd will provide QA/QC for tasks under this scope of services. She has 44 years of experience in the field of cultural resource management and has decades of experience with Sections 106 and 110 of the NHPA, Archaeological Resources Protection Act, NEPA, and other historic preservation and environmental regulations and experience in the design, management, and technical execution of historical and archaeological investigations. She has managed project teams with over 150 members and budgets exceeding $4 million, including many open-end, task order contracts for state and federal agencies. She provides QA/QC oversight for contracts in numerous states, including Maryland, North Carolina, Florida, Georgia, Tennessee, and Virginia. Her undergraduate degree in Prehistory was completed at Mary Washington College in 1982, followed by a Master's degree in Anthropology from the College of William and Mary in 1988. Ms. Boyd is on the Board of Directors for the Register of Professional Archaeologists. She has completed advanced training in project management, assessing significance for Transportation projects, integrating cultural resources with NEPA compliance, and Section 106 of the NHPA. Her qualifications exceed those set forth by the S*ecretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

Staffing Plan

SEARCH has an organizational structure and management style designed to provide New Smyrna Beach with experienced staff and the efficient and consistent delivery of quality cultural resource services and deliverables. Our staff are cultural resource industry leaders, pioneers, and subject matter experts in numerous market and service sectors, Florida municipalities. The SEARCH team includes more than 250 in-house terrestrial and underwater archaeologists; material cultural specialists; museum and curation specialists; architectural historians; historians; public outreach and media experts; terrestrial, maritime, and drone-based remote sensing specialists; professional editors; and GIS/graphics specialists. All projects are led by cultural resource professionals with regional and temporal expertise who execute all levels and extents of cultural resource investigations.

Our organizational structure allows for clear and reliable means of coordination and communication between team members and New Smyrna Beach's Project Managers and stakeholders. SEARCH has developed the proposed contract team to ensure optimized project execution, efficiencies, technical expertise, quality services, and production of quality deliverables. **Jessica Fish, MSt, RPA,** will serve as the main point of contract for New Smyrna Beach and act as the Contract/Project Manager. To ensure continuity of operations throughout the life of the contract, if Ms. Fish is out due to an extraordinary personal event or incapacitating illness, **Varna Boyd, MA, RPA,** will assume the role of Contract/Project Manager. Ms. Fish will have contract/task order oversight responsibilities and evaluate each task order to determine the most appropriate team, based on the services required, relevant staff expertise, and in consideration of meeting the schedule. Working with the selected team and New Smyrna Beach's Project Manager, Ms. Fish will develop the task order scope, budget, and schedule. Once the scope and schedule are agreed upon, Ms. Fish will coordinate with SEARCH's in-house logistics team to schedule the staff's deployment to the project site.

SEARCH technical services are organized according to discipline and include Architectural History and History, Archaeology, and Underwater Archaeology. The discipline leaders will work with Ms. Fish to staff each task appropriately; each discipline leader is supported by technical staff with a wide range of subject matter expertise and experience. This allows SEARCH to create teams with expertise in specific areas to address various cultural resources issues and specific resource types anticipated for a project. SEARCH has identified clear roles and responsibilities for each member of the project team as well as communication protocols to ensure excellent performance at the contract level and the individual task level.

The field operations, data collection, and reporting will be overseen by **Drew Kinchen, MA,** as the Archaeological Principal Investigator and **Anna Suphanniam, MA**, as the Architectural History Principal Investigator. Ms. Kinchen and Ms. Suphanniam will develop appropriate fieldwork strategies based on project scope according to their respective disciplines, assist in the creation of field maps, coordinate with the internal logistics team to ensure suitable equipment is secured for

the field crew, and manage the completion of fieldwork in direct contact with the crew lead. If artifacts are collected as a result of a survey, Ms. Kinchen will coordinate the submittal and analysis of artifacts with the laboratory manager. Ms. Suphanniam will the coordinate with architectural history staff to complete the appropriate photo labeling, mapping, inventory forms, and National Register of Historic Places evaluations for each identified resource. Ms. Kinchen will oversee all report writingand editorial work to complete draft and final report packages.

Quality Control/Quality Assurance Director: Ms. Fish will work with Ms. Boyd, who will provide technical review. The QA/QC Program includes multiple layers of review in the field, technical discipline, and overall project level to provide quality assurance throughout development of the work product and quality control prior to submitting deliverables. SEARCH's editorial team will conduct copyediting, proofreading, formatting, and production (hardcopy and/or digital) of all SEARCH documents.

Project Archaeologists and Archaeological Technicians: SEARCH's project archaeologists take direction from the archaeological principal investigator to execute fieldwork, participating in fieldwork and directing teams of qualified archaeological technicians. Project archaeologists assigned to New Smyrna Beach task orders have extensive experience with fieldwork and reporting for Florida projects and have at least a bachelor's degree in anthropology.

Architectural Historians: SEARCH's architectural historians are responsible for identifying, documenting, and evaluating historic resources within the area of potential effects (APE) for a given project. In consultation with the architectural history principal investigator, architectural historians interpret the historic context and built environment of the APE. Architectural historians use this data to conduct fieldwork to identify and document historic buildings, bridges, cemeteries, historic districts, railroads, canals, roads, and other components of the historic built environment. This field data, the historic context, and additional references are then combined to assess whether a resource has significance under one or more the of National Register of Historic Places (NRHP) criteria and, if so, whether it retains sufficient integrity to convey that significance. SEARCH's key architectural historians have advanced degrees in historic preservation or related disciplines with experience throughout Florida.

Historians: Prior to fieldwork, SEARCH historians will conduct background research to develop the historic context and potential precontact and historic significance of a project area, as appropriate to each task. Historians conduct archival research to develop historic contexts to evaluate archaeological resources, historic buildings and structures, and historic districts. SEARCH's historians have at least 10 years of full-time professional experience in the research and interpretation of Florida history.

GIS Specialists: SEARCH's project manager engages with the GIS specialists to identify previously recorded resources, prepare predictive models, and review previous research relevant to each project assignment. At project initiation, the principal investigator(s) works with the GIS staff to prepare field maps and report graphics to plan for fieldwork and report the results. SEARCH's GIS specialists are unique because each is an archaeologist by training, with advanced degrees and certifications or specializations in GIS. The GIS specialists are not just experts in the use of GIS software and GPS systems, but they also understand the process and goals of cultural resources fieldwork and the environmental and geographic data pertinent to its planning, execution, and reporting. SEARCH's GIS specialists are also critical in the development of cultural resources predictive and sensitivity models.

Laboratory Supervisor and Staff: Following fieldwork, artifacts are transferred to either our laboratory facility in Jacksonville, Florida or for larger projects, our laboratory facility in New Orleans, Louisiana. Both facilities can accommodate artifact analysis for Phase I surveys, Phase II evaluative testing, and Phase III data recoveries. Field laboratories may be set up on location in proximity to the project if warranted. Laboratory analysis is overseen by one of SEARCH's regional laboratory supervisors, who is responsible for ensuring the accurate identification, evaluation, documentation, and curation of artifacts recovered from projects.

Support Staff: SEARCH's health and safety, administrative, contracts division, information technology (IT), and accounting teams provide the infrastructure support from initial contract and project setup through final invoicing and the release of claims. This support provides a consistent and quality framework for each project and ensures timeliness and accuracy in tracking, billing, and financial management. This is a direct-line resource to the client with the goal of reducing their administrative time and resources expended.

General Organization Chart

SEARCH
Anne V. Stokes, PhD, President

Vice Presidents
Beth Chambless, MS, RPA | Julisa Meléndez Gonzalez, MA, RPA

QA/QC/Director
Varna Boyd, MA, RPA, QA/QC Manager, Director, Government Sectors

Contract/Project Manager
Jessica Fish, MSt. Contract/Project Manager

Archaeology Principal Investigator
Drew Kinchen, MA, Archaeology Principal Investigator

Architectural History
Anna Suphanniam, MA, Architectural Historian
Principal Investigator

Support Staff

- Terrestrial Archaeologists
- Maritime Archaeologists
- Archaeological Technicians
- Architectural Historians
- Historians
- Technical Editors
- Logistics Specialists
- Contracts Specialists
- Graphic Information Systems Specialists
- Health & Safety Specialists
- Quality Control/Quality Assurance Staff
- Administrative Support Personnel

Current and Recently Completed Similar Services

Project Name	Prime/Direct Client	Project Owner	Awarded Price	Final Price	Date Awarded	Date Completed	On budget	On schedule
Norfolk Parkway Extension Project	Scalar Consulting Group	City of Melbourne, Florida	$8,963.80	$8,963.80	11/26/2024	Est. 7/17/2027	yes	ongoing
Cultural Resource Assessment Survey for the St. Johns Heritage Parkway Widening from Malabar Road to North of Emerson Drive, LAP, Brevard County, Florida	Scalar Consulting Group	City of Palm Bay, Florida	$25,414.91	$25,414.91	12/8/2024	Est. 12/20/2026	yes	yes
Casselberry Winter Park Complete Street	CPH, Inc.	City of Casselberry, Florida	$38,455.75	$38,455.75	6/18/2025	Est. 9/18/2026	yes	ongoing
Town of Palm Beach Maritime Archaeology Survey	Applied Technology & Management, Inc.	Town of Palm Beach, Florida	$92,365.20	$92,365.20	9/7/2025	Est. 9/6/2026	yes	ongoing
Cultural Resources Assessment Survey for the Shingle Creek Kirkman Trail, LAP, Orange County, Florida	Dewberry	City of Orlando, Florida	$15,002.70	$15,002.70	5/26/2025	Est. 7/30/2026	yes	ongoing
Buttonwood Neighborhood Drainage Improvements	Kimley-Horn & Associates, Inc.	Town of Longboat Key	$30,775.00	$30,775.00	7/30/2025	Est. 7/30/2026	yes	ongoing
Cultural Resource Assessment Survey for Shingle Creek North PH 2C Countyline Connector, LAP, Osceola County, Florida	City of Kissimmee, Florida	City of Kissimmee, Florida	$22,784.14	$22,784.14	6/9/2025	Est. 6/9/2026	yes	yes
Cultural Resource Assessment Survey for the City of Dania Beach Northwest 1st Street Complete Streets Project, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Dania Beach	$25,472.59	$25,472.59	6/1/2025	Est. 6/4/2026	yes	yes
Cultural Resource Assessment Survey for the A. Philip Randolph Regional Multimodal Transportation Hub Project in Palatka, Putnum County, Florida	Passero Associates, LLC	City of Palatka	$15,416.04	$15,416.04	3/26/2025	Est. 3/27/2026	yes	ongoing
Cultural Resources Services for the Saddle Club Bicycle Lanes from Lakeview Drive to Weston Road, LAP, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Weston, Florida	$26,740.41	$26,740.41	6/24/2025	Est. 12/31/2025	Yes	yes
Villages Sumter County 80-Acre CRAS	The Villages	The Villages	$24,975.00	$24,975.00	9/11/2025	Est. 12/30/2025	yes	yes
Cultural Resource Assessment Survey for the Orange Drive from Southwest 92nd Avenue to Southwest 67th Avenue, LAP, Broward County, Florida	Kimley-Horn & Associates, Inc.	Town of Davie	$19,995.00	$19,995.00	11/25/2024	Est. 12/29/2025	yes	yes
Phase I Cultural Resources Assessment Survey (Archaeology and Architectural History) in Support of the Proposed Hollice T. Williams Stormwater Park Expansion, Escambia County, Florida	Geosyntec Consultants, Inc.	City of Pensacola, Florida	$61,880.00	$61,880.00	11/21/2024	Est. 12/12/2025	yes	yes
Cultural Resource Assessment Survey of Virginia Drive, Forest Avenue, and Corrine Drive from Orange Avenue (SR 527) to Bennett Road, Orange County, Florida	Kimley-Horn & Associates, Inc.	City of Orlando, Florida	$9,789.65	$9,789.65	11/5/2024	4/29/2025	yes	yes
Archaeological Construction Monitoring for the New Construction of Fire Station No. 22 in Jacksonville, St. Johns County, Florida	Auld & White Constructors LLC	City of Jacksonville, Florida	$9,985.00	$9,985.00	10/19/2023	4/24/2025	yes	yes
Cultural Resource Assessment Survey for Matanzas Woods Parkway Extension, Flagler County, Florida	Breedlove, Dennis & Associates, Inc.	City of Palm Coast, Florida	$25,550.20	$25,550.20	3/24/2024	3/14/2025	yes	yes
Historical Resources Critical Assets Inventory and Sensitivity Analysis for City of Key West Climate Change Vulnerability Assessment, Monroe County, Florida	Tetra Tech	City of Key West, Florida	$65,420.00	$65,420.00	8/1/2023	9/25/2025	yes	yes
Cultural Resource Assessment Survey for the Palatka Sidewalks Project Putnam County, Florida	Hanson Professional Services Inc.	City of Palatka	$5,000.00	$5,000.00	2/1/2024	10/24/2024	yes	yes
Shingle Creek Regional Trail South Phase 2B	City of Kissimmee, Florida	City of Kissimmee, Florida	$14,506.34	$14,506.34	10/15/2024	10/17/2024	yes	yes
Historic Architectural Survey for the Harrison Avenue Facade and Building Improvements Project, Bay County, Florida	Metric Engineering, Inc.	City of Panama City, Florida	$18,847.88	$18,847.88	9/26/2023	9/26/2024	no	yes
Architectural History Study in support of the Beck Avenue Facade and Building Improvements Project, Bay County, Florida	Metric Engineering, Inc.	City of Panama City, Florida	$6,278.24	$6,278.24	9/26/2023	9/26/2024	no	yes
Cultural Resources Support for the Wickers Sports Complex Bicycle Path Extension, LAP, Monroe County, Florida	Tetra Tech	City of Key West, Florida	$11,516.90	$11,516.90	3/17/2024	9/13/2024	yes	yes
Phase I Cultural Resource Assessment Survey for the Benson Junction Road from Shell Road to US 17 Project, LAP, Volusia County, Florida	Kimley-Horn & Associates, Inc.	The City of DeBary, Florida	$6,996.96	$6,996.96	7/24/2024	9/11/2024	yes	yes
Cultural Resources Support for the Beach Street Stipulation VI Programmatic Agreement Form, LAP, Volusa County, Florida	Parker Mynchenberg & Associates, Inc.	City of Daytona Beach, Florida	$4,078.74	$4,078.74	9/2/2024	9/4/2024	yes	yes

Project Name	Prime/Direct Client	Project Owner	Awarded Price	Final Price	Date Awarded	Date Completed	On budget	On schedule
Phase I Cultural Resources Assessment Survey for the McIntosh Park Integrated Water Management Plan Phase IIA Wetland Restorations, Hillsborough County, Florida	Dewberry	City of Plant City, Florida	$26,690.40	$26,690.40	8/27/2024	8/22/2024	yes	yes
Desktop Review and Stipulation VI Form for Sidewalk Improvements along the West Side of Northwest 6th Way from Spanish River Boulevard to south of NW 38th Drive, LAP, Palm Beach County	Kimley-Horn & Associates, Inc.	City of Boca Raton, Florida	$3,365.00	$3,365.00	6/3/2024	7/31/2024	yes	yes
Cultural Resource Assessment Survey for the El Rio Trail from Yamato Road to Glades Road Project, LAP, Palm Beach County, Florida	Kimley-Horn & Associates, Inc.	City of Boca Raton, Florida	$14,880.00	$14,880.00	6/19/2024	7/31/2024	yes	yes
Phase I Cultural Resource Assessment Survey in support of Stone Magnet Middle School Safe Routes to School, LAP, Brevard County, Florida	Dewberry Engineers, Inc.	City of Melbourne, Florida	$23,496.36	$23,496.36	9/13/2022	6/30/2024	yes	no
Cultural Resources Services for the Documentation of Southward Village and Public Education/Interpretation Measures, Lee County, Florida	Housing Authority of the City of Fort Myers	Housing Authority of the City of Fort Myers	$24,825.00	$24,825.00	12/14/2023	6/27/2024	yes	yes
Cultural Resource Assessment Survey for the LPGA Boulevard at Jimmy Ann Drive Intersection Improvements, Volusia County, Florida	Metric Engineering, Inc.	City of Daytona Beach, Florida	$11,570.55	$11,570.55	6/19/2024	6/27/2024	yes	yes
Phase I Cultural Resource Assessment Survey for the NE 34th Court Sidewalk Project, LAP, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Oakland Park, Florida	$19,630.28	$19,630.28	2/14/2024	6/23/2024	yes	yes
Cultural Resources Support for the US Hwy 17-92 and Sunset Drive Trail Connection in Casselberry, LAP, Seminole County, Florida	Vanasse Hangen Brustlin, Inc.	City of Casselberry, Florida	$4,224.85	$4,224.85	5/1/2024	4/30/2024	yes	yes
Cultural Resource Assessment Survey of the Hollywood Lift Stations Upgrade and Replacement Project City of Hollywood, Broward County, Florida	EAC Consulting	City of Hollywood, Florida	$10,253.75	$10,253.75	5/11/2023	3/29/2024	yes	yes
Cultural Resource Assessment Survey of the Brant Bridge Connector, LAP, Palm Beach County, Florida	Kimley-Horn & Associates, Inc.	City of Delray Beach, Florida	$19,914.95	$19,914.95	12/12/2023	3/12/2024	yes	yes
Cultural Resource Assessment Survey for the SMART St. Augustine PD&E Study, St. Johns County, Florida	Metric Engineering, Inc.	City of St. Augustine, Florida	$0.00	$0.00	1/3/2024	1/16/2024	yes	yes
Desktop Analysis and Effects Determination Letter for Pedestrian Promenade NE 6th Avenue in Miami Shores Village, Miami-Dade County, Florida	Kimley-Horn & Associates, Inc.	Village of Miami Shores	$4,910.00	$4,910.00	11/12/2023	1/13/2024	yes	yes
Phase I Cultural Resource Assessment Survey of the Miramar AC Perry Safe Routes to School Project, LAP, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Miramar, Florida	$18,085.05	$18,085.05	6/5/2023	12/30/2023	yes	yes
City of Pompano Beach LAP - Dixie Highway Fence	Kimley-Horn & Associates, Inc.	City of Pompano Beach, Florida	$14,957.00	$14,957.00	7/26/2023	10/14/2023	yes	yes
Boston Cemetery Road GPR Survey and Grave Relocation within the Boston Cemetery, Orange County, Florida	Vanasse Hangen Brustlin, Inc.	City of Oviedo, Florida	$100,741.00	$100,741.00	3/2/2023	8/2/2023	yes	yes
Phase I Cultural Resources Assessment Survey in support of the City of Hollywood Beverly Park Safe Routes to School project, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Hollywood, Florida	$15,835.94	$15,835.94	1/17/2023	7/31/2023	yes	yes
Phase I Cultural Resource Assessment Survey in support of the Hollywood Beach Heights Safe Routes to School project, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Hollywood, Florida	$53,495.33	$53,495.33	12/6/2022	7/31/2023	yes	yes
Cultural Resource Assessment Survey for the SR 811/Dixie Highway from SR 834/Sample Road to NE 10th St Complete Streets Project in the City of Pompano Beach, Broward County, Florida	Resource Environmental Solutions, LLC	City of Pompano Beach, Florida	$37,442.69	$37,442.69	11/30/2022	5/3/2023	yes	yes
Phase I Cultural Resources Services for the Design of the Parkland Wedge Preserve Park Project in Parkland, Broward County, Florida	CPH, Inc.	City of Parkland, Florida	$40,638.63	$40,638.63	2/13/2023	4/28/2023	yes	yes
Phase I Cultural Resource Assessment Survey in support of the Miami Shores Village ADA Improvements, LAP, Miami-Dade County, Florida	Kimley-Horn & Associates, Inc.	Village of Miami Shores	$11,318.56	$11,318.56	1/9/2023	3/14/2023	yes	yes
Miramar Bike and Pedestrian Improvements Design Project	Kimley-Horn & Associates, Inc.	City of Miramar, Florida	$23,437.00	$23,437.00	12/18/2022	2/13/2023	yes	yes
Cultural Resources Assessment Survey Lindell Boulevard and SW 10th Avenue from SR 5/US 1 to Linton Boulevard, LAP, Palm Beach County, Florida	Kimley-Horn & Associates, Inc.	City of Delray Beach, Florida	$31,578.00	$31,578.00	4/12/2022	11/11/2022	yes	yes
Cultural Resource Assessment Survey for the Daytona Beach Safe Routes to School Project, Volusia County, Florida	LTG-Lassiter Transportation Group	City of Daytona Beach, Florida	$9,510.00	$9,510.00	6/1/2022	9/6/2022	yes	yes
Ground Penetrating Radar Survey for CR 219 Water Main Extensions Along CR 219 and Monarch Road Cemetery, Wildwood, Florida	Kimley-Horn & Associates, Inc.	The City of Wildwood, Florida	$20,100.63	$20,100.63	3/27/2022	5/16/2022	yes	yes

RRFQ 03-26-DS - Professional Archaeological Continuing Consultant Services

Project Name	Prime/Direct Client	Project Owner	Awarded Price	Final Price	Date Awarded	Date Completed	On budget	On schedule
Phase I Cultural Resource Assessment Survey for the East McNab Road Bridge Replacement Project, Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Pompano Beach, Florida	$11,846.88	$11,846.88	1/24/2022	4/1/2022	yes	yes
Cultural Resource Desktop Analysis for the Pembroke Road Expansion Design Study Broward County, Florida	Kimley-Horn & Associates, Inc.	City of Miramar, Florida	$4,329.21	$4,329.21	2/2/2022	3/11/2022	yes	yes
Phase I Cultural Resources Assessment for the Utility Commission of New Smyrna Beach Lift Station #10 Rehabilitation, Volusia County	Tetra Tech	Utilities Commission, City of New Smyrna Beach	$9,995.00	$9,995.00	12/15/2021	3/6/2022	yes	yes
Phase I Cultural Resource Assessment Survey for the Platt Street at Fremont Avenue and Cleveland Street at Rome Avenue Project, LAP, Hillsborough County, Florida	CPH, Inc.	City of Tampa, Florida	$12,629.52	$12,629.52	9/20/2021	1/27/2022	yes	yes
Phase I Cultural Resource Assessment Survey in Support of the Northeast 8th Avenue Roundabout and Sidewalk Design Improvements, LAP, Marion County, Florida	E Sciences, Incorporated	City of Ocala, Florida	$12,117.14	$12,117.14	10/18/2021	1/27/2022	yes	yes
Cultural Resource Reconnaissance Survey for the North Bay Village Treasure Island ADA Sidewalk Improvement Project, City of North Bay Village, Miami-Dade County, Florida	BCC Engineering, LLC	City of North Bay Village, Florida	$7,672.35	$7,672.35	9/13/2021	1/2/2022	yes	yes
Cultural Resource Services for the City of St. Augustine Lift Stations Rehab, Repair and Replacement Project, St. Johns County, St Augustine, Florida	Wharton-Smith, Inc.	City of St. Augustine, Florida	$59,560.00	$59,560.00	1/19/2021	10/31/2021	yes	yes
Phase I Cultural Resource Assessment Survey for the New Smyrna Canal Project, Volusia County, Florida	Michael Baker International	City of New Smyrna Beach, Florida	$6,730.00	$6,730.00	10/2/2020	7/9/2021	yes	yes
Phase I Cultural Resource Assessment Survey Addendum, Osceola County, Kissimmee, Florida	City of Kissimmee, Florida	City of Kissimmee, Florida	$7,966.00	$7,966.00	6/24/2021	9/9/2021	yes	yes
Historic Resource Documentation of the Old Kings Road (8VO00255), Ormond Beach, Volusia County, Florida	Zev Cohen & Associates, Inc.	City of Ormond Beach, Florida	$7,068.00	$7,068.00	2/22/2021	5/12/2021	yes	yes
Cultural Resource Assessment Survey of the Navy Canal Boulevard-Museum Boulevard Trail, Volusia County, Florida	Alta Planning + Design, Inc.	City of Daytona Beach, Florida	$11,280.81	$11,280.81	5/25/2020	8/30/2020	yes	yes

Certificate of Authorization, License and Registrations

State of Florida
Department of State

I certify from the records of this office that SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on August 7, 2024.

The document number of this limited liability company is M24000010079.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on March 19, 2025, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of April, 2025

Secretary of State

Tracking Number: 5500997811CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ATTACHMENT A: KEY FIRM EMPLOYEE RESUMES

Jessica Fish, MSt, RPA

Contract/Project Manager

Jessica Fish, MSt, RPA, has 14 years of professional experience in cultural resource management with experience in the Southeast, Northeast, and West Coast. She has received training in Section 106 by the National Preservation Institute. Ms. Muse has contributed to multiple transportation departments, transmission corridors, dam re-certifications, and emergency response projects in her work with cultural resource management companies, in addition to fire management surveys for the National Park Service. Ms. Fish also has experience in artifact conservation through her work at the Harvard Peabody Museum of Archaeology and Ethnology and the Maine State Museum. She attained her master's degree from Oxford University in 2011 and her undergraduate degree from the University of Maine, Orono in 2010. Her qualifications exceed those set forth by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

MSt	2011 Archaeology. Oxford University, United Kingdom.
BA	2010 Anthropology. University of Maine, Orono.

PROFESSIONAL EXPERIENCE

2022-Present	Project Manager, SEARCH
2018-2022	Principal Investigator, SEARCH
2016-2018	Project Archaeologist, SEARCH
2014-2016	Staff Archaeologist, SEARCH
2012-2014	Senior Archaeological Technician, Independent Archaeological Consulting, LLC
2012	Curatorial Intern, Maine State Museum
2012	Collections Management Intern, Peabody Museum of Archaeology and Ethnology
2011	Archaeological Report Writer, University of Reno, NV
2011	Archaeology Intern, National Parks Service

PROFESSIONAL REGISTRATIONS AND ASSOCIATIONS

Register of Professional Archaeologists #34344597

SELECT PROJECT EXPERIENCE

Contract Manager, Miscellaneous Cultural Resources Support Districtwide Continuing Services Contract, Multiple Counties, Florida. SEARCH provided Cultural Resources Services for transportation improvement projects. Conducted for Stantec Consulting Services, Inc. for the Florida Department of Transportation District Two.

Contract Manager, District-wide Miscellaneous Cultural Resources Fieldwork for Plans and Projects, Multiple Counties, Florida. Responsible for managing the overall contract and overseeing Principal Investigators and Project Archaeologists working on individual task orders for transportation projects throughout 16 counties. Conducted for the Florida Department of Transportation District Three.

Contract Manager, Cultural Resources Support for a Districtwide Continuing Services Contract for PD&E and ETDM Support, Multiple Counties, Florida. As a subconsultant, SEARCH provided cultural resources services for transportation improvement projects. Conducted for Stantec Consulting Services, Inc. for the Florida Department of Transportation District Four.

Principal Investigator, Historic Resource Documentation of the Old Kings Road (8VO00255), Ormond Beach, Volusia County, Florida. SEARCH conducted background research and a pedestrian survey to identify the Old Kings Road (8VO00255) linear resource that is within a 43.8-acre parcel for a planned development. No information during background research and field review was identified that would alter the NRHP eligibility recommendation for Resource 8VO00255. Conducted for Zev Chen & Associates, Inc. for the City of Ormond Beach, Florida.

Project Manager, Cultural Resource Assessment Survey for the Daytona Beach Safe Routes to School Project, LAP, Volusia County, Florida. The project involved 0.70-miles of roadway and sidewalk improvements along South Street, Keech Street, and Cedar Street. The survey included background research and a pedestrian survey. The architectural survey consisted of a reconnaissance-level survey that identified two previously unrecorded resource groups (8VO10485 and 8VO10486) in the APE, both of which are recommended not eligible for inclusion in the NRHP due to their lack of historic significance and architectural distinction. Conducted for LTG Engineering and Planning for the City of Daytona Beach.

Project Manager, Cultural Resource Assessment Survey for the LPGA Boulevard at Jimmy Ann Drive Intersection Improvements, Volusia County, Florida. The archaeological survey consisted of a pedestrian survey and the excavation of one shovel test. The architectural survey resulted in the identification and evaluation of three newly recorded buildings. Conducted for the City of Deland, Florida.

Project Manager, Phase I Cultural Resource Assessment Survey for the River to Sea Loop Multi-use Trail, Phase 1, Volusia County, Florida. SEARCH conducted a desktop analysis of the alternative alignments developed for the proposed 1.6-mile trail from Lake Beresford Park to Old New York Avenue. Subsurface archaeological testing was recommended for Trail Options 2 and 3 due to both options running parallel to the previously recorded cultural resource JT&KW Railroad (8VO07641). Conducted for Kimley-Horne and Associates, Inc. for Volusia County.

Principal Investigator, Phase I Cultural Resource Assessment Survey for the Old New York Avenue Improvements from the CSX Railroad/Deland Train Station to State Road 44/West New York Avenue, Volusia County, Florida. The archaeological survey consisted of a pedestrian survey and the excavation of eight subsurface tests. The architectural survey resulted in the identification and evaluation of four previously recorded historic resources within the APE. Conducted for ZevCohen and Associates, Inc. for Volusia County.

Project Manager, Phase I Cultural Resource Assessment Survey of SR 15/600 (US 17/92) from Wisconsin Avenue to North of SR 15A, Volusia County, Florida. The archaeological survey consisted of a pedestrian survey. The architectural survey resulted in the identification and evaluation of one previously recorded resource. Conducted for Moffatt & Nichol, Inc. for the Florida Department of Transportation District Five.

Project Manager, Phase I Cultural Resource Assessment Survey in support of the Fairlawn Development, Volusia County, Florida. The survey area covered the 135-acre multi-family residential complex and 69-acre compensating storage parcel. The purpose of the survey was to locate, identify, and bound any archaeological resources, historic buildings or structures, and potential historic districts within the project's APE and assess their potential for listing in the National Register of Historic Places. Conducted for ZevCohen & Associates for Fairlawn Development.

Drew Kinchen, MA

Archaeology Principal Investigator

Drew Kinchen, MA, has eight years of experience in archaeology and has worked in cultural resource management with primary experience in Florida and Southeastern region projects. She has also worked on several projects in the Midwest region and Puerto Rico. She has worked on a variety of archaeological sites and has experience with Phase I, II, and III archaeological investigations. She has experience with federal, energy, transportation, and academic archaeological investigations. After the completion of her field school in Southern Austria for the Defense POW/MIA Accounting Agency (DPAA), Ms. Kinchen had the opportunity to continue work in the University of New Orleans Archaeology Lab while completing her degree. At SEARCH, Ms. Kinchen primarily contributes to the transportation sector as an Assistant Project Manager with extensive experience in cultural resource assessment report writing, agency coordination, research design development, and fieldwork management. Her undergraduate degree in Anthropology was completed at the University of New Orleans in 2017 followed by a Master's degree in Archaeology and Heritage from the University of Leicester in 2025. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

MA	2025	Archaeology and Heritage. University of Leicester.
BA	2017	Anthropology. University of New Orleans.

PROFESSIONAL EXPERIENCE

2024 – Present	Assistant Project Manager, SEARCH
2022 – 2024	Senior Archaeologist, SEARCH
2019 – 2022	Archaeologist, SEARCH
2018 – 2019	Archaeological Technician, Earth Search, Inc.
2018	Archaeological Technician, Coastal Environments, Inc.
2017	Archaeological Technician, University of New Orleans Archaeology Lab

SELECT PROJECT EXPERIENCE

Archaeologist, Cultural Resource Assessment Survey for the Daytona Beach Safe Routes to School Project, LAP, Volusia County, Florida. The project involved 0.70-miles of roadway and sidewalk improvements along South Street, Keech Street, and Cedar Street. The survey included background research and a pedestrian survey. The architectural survey consisted of a reconnaissance-level survey that identified two previously unrecorded resource groups (8VO10485 and 8VO10486) in the APE. Conducted for LTG Engineering and Planning for the City of Daytona Beach.

Senior Archaeologist, Phase I Cultural Resource Assessment Survey of SR 15/600 (US 17/92) from Wisconsin Avenue to North of SR 15A, Volusia County, Florida. The archaeological survey consisted of a pedestrian survey. The architectural survey resulted in the identification and evaluation of one previously recorded resource. Conducted for Moffatt & Nichol, Inc. for the Florida Department of Transportation District Five.

Senior Archaeologist, Phase I Cultural Resource Assessment Survey Conducted in Support of the PD&E Study to Widen Sections of LPGA Boulevard and Modifications to the LPGA Boulevard/I-95 Interchange, Volusia County, Florida. The archaeological survey included the excavation of 96 shovel tests that identified archaeological sites 8VO10479, 8VO10480, and 8VO10481. The architectural survey resulted in identification and evaluation of historic resource Tomoka River to Bennett Swamp Canal (8VO10488). Conducted for HDR, Inc. for the Florida Department of Transportation District Five.

Senior Archaeologist, Phase I Cultural Resource Assessment Survey in support of the Fairlawn Development, Volusia County, Florida. The survey of the 135-acre multi-family residential complex and 69-acre compensating storage parcel included a pedestrian survey and 58 shovel tests. The architectural survey resulted in the identification and evaluation of newly recorded resource 8VO10674. Conducted for ZevCohen & Associates for Fairlawn Development.

Senior Archaeologist, Phase I Cultural Resource Assessment Survey for the I-4 at US 92 Interchange Modification and Stormwater Pond, Volusia County, Florida. The project was approximately 1.0 miles of roadway, a 1.7-acre stormwater pond, and 4.4 acres of additional right-of-way. The archaeological survey consisted of a pedestrian survey. The architectural history survey resulted in the identification and evaluation of newly recorded historic buildings 8VO10735–8VO10737, all of which are ineligible for NRHP listing. Conducted for LTG for The Timberline Real Estate Group.

Archaeologist, Cultural Resource Assessment Survey for the Tomoka Village South Development Volusia County, Florida. The archaeological survey included the excavation of 27 shovel tests. The architectural survey resulted in the identification and evaluation of one historic resource. Conducted for Zev Cohen & Associates, Inc. for Timberline Real Estate Partners.

Archaeologist, Phase I Cultural Resource Assessment Survey for the Melbourne Southwest Trail and NASA Boulevard Sidewalk, Brevard County, Melbourne, Florida. SEARCH compiled CRAS reports to support two projects in Melbourne, Florida: a plan to construct sidewalk along NASA Boulevard and a project to make improvements to paved trails in Brevard County. Both CRAS included archaeological surveys, in both cases no artifacts were recovered from the respective APEs, and in both cases no further archaeological work was recommended. The architectural survey conducted in support of the NASA Boulevard project recorded one linear resource that was recommended ineligible for inclusion in NHRP. The architectural survey conducted in support of improvements to paved trails identified and evaluated two previously recorded historic resources. The APE was found to intersect with a small portion of the Hopkins Union Cypress Sawmill Historic District (8BR02173), but SEARCH found no contributing resources within the APE. Conducted for Kisinger Campo & Associates, Inc. for City of Melbourne, Florida.

Archaeologist, Phase I Cultural Resources in Support of PD&E for Malabar Road from St. Johns Heritage Parkway to Minton Road in Palm Bay, LAP, Brevard County, Florida. The archaeological survey consisted of a pedestrian survey and 30 shovel tests. The architectural survey resulted in the identification and evaluation previously recorded linear resource 8BR03535 and seven newly recorded resources. Conducted for Kittelson & Associates, Inc. for the City of Palm Bay.

Senior Archaeologist, Cultural Resource Desktop Analysis for the North Lake Multi-use Trail Project Development and Environment Study Marion and Lake Counties, Florida. Three alternatives and one design segment of a proposed trail connecting East Collins Street/CR 450 in Umatilla to SR 40 in Astor Park. The corridor options range in length from 16.20 miles to 2.87 miles and follow existing roadways. The findings of this desktop analysis relative to each of the alternatives and proposed pond locations found the highest probability for historic archaeological resources and other unrecorded cultural resources was near these historic communities and Alexander Springs. Historic resources and archaeological sites identified during a Phase I survey of the final project corridor should be assessed for their potential eligibility for listing in the NRHP. Conducted for Stantec Consulting Services, Inc. for Lake County.

Anna Suphanniam, MA

Architectural Historian Principal Investigator

Anna Suphanniam, MS, has over six years of experience in the field of cultural resource management. She has experience with Section 106, Section 110, USACE permitting, and due diligence surveys. Since she began SEARCH, her primary work has been with DOT, including projects such as bridge replacements and repairs, multi-use trails, complete streets, and road maintenance. During her work with DOT, she gained experience with 4(f) and completed HAERs. She also has extensive experience with NRC, FERC, and BOEM energy projects, including nuclear facilities, solar fields, offshore wind, pipelines, and LNG facilities. Mrs. Suphanniam also has extensive experience with survey and reporting of telecommunication towers under FCC and NEPA regulations. Her undergraduate degree in Art History was completed at the University of West Florida, Pensacola in 2015, followed by a master's degree in Public History with a Historic Preservation Certificate from the University of West Florida in 2018. For her final master's project, Mrs. Suphanniam completed a National Register of Historic Places nomination for the PK Yonge House in Pensacola, FL that was accepted onto the register in October of 2018. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

MA 2018 Public History. University of West Florida, Pensacola.
BA 2015 Art History. University of West Florida, Pensacola.

PROFESSIONAL EXPERIENCE

2025–Present Architectural Historian, SEARCH
2024–2025 Senior Architectural History Specialist, SEARCH
2022–2023 Lead Architectural History Specialist, SEARCH
2021–2022 Architectural History Specialist, SEARCH
2019–2021 Architectural Historian, ERM

SELECT PROJECT EXPERIENCE

Lead Architectural History Specialist, Miscellaneous Section 106 and EMO Support Service for Florid Department of Transportation District Five, Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties, Florida. SEARCH served as a subconsultant for this continuing services contract. Services include project plans review for miscellaneous minor projects, production of Minor Project Notification Forms, field visits, hurricane repair reviews, and informal documentation for minor tasks assigned under this contract. Project tasks have included screenings, reviews, evaluations, forms, and reports have been completed, including emergency projects related to hurricane damage. Conducted for Kimley-Horn and Associates, Inc. for the Florida Department of Transportation District Five.

Lead Architectural History Specialist, Cultural Resource Assessment Survey for the SR 600 Pedestrian Crossing, Volusia County, Florida. The archaeology survey of the 467.32-ft corridor included a pedestrian survey. Shovel testing was precluded by the presence of existing buried utilities and paved surfaces. The architectural survey resulted in the identification and evaluation of newly recorded buildings 8VO10505–8VO10507. Conducted for Resource Environmental Solutions, LLC for the Florida Department of Transportation District Five.

Lead Architectural History Specialist, Cultural Resource Assessment Survey of SR A1A from US 92 to Milsap Road Volusia County, Florida. The archaeological survey of the 4.0-mile segment consisted of a

pedestrian inspection. The architectural survey resulted in the identification and evaluation of six previously recorded resources and 27 newly recorded resources. Conducted for KEITH for the Florida Department of Transportation District Five.

Lead Architectural History Specialist, Cultural Resource Assessment Survey of SR A1A from SR 40 to Roberta Road, Volusia County, Florida. The archaeological survey included pedestrian inspection. The architectural history survey identified five previously recorded buildings 8VO00948 and 8VO00953–8VO00956, previously recorded linear resource 8VO09989, 92 newly recorded buildings and four newly recorded resource groups. SEARCH recommends 8VO00953, 8VO00954, and 8VO00955 as eligible for NRHP inclusion. Conducted for the Florida Department of Transportation District Five.

Architectural History Specialist, Cultural Resources Assessment Survey for the US 1 at I-95 Interchange PD&E Study, Volusia County, Florida. The Phase I survey was in support of improvements to I-95 and US 1/SR 5 in the City of Ormond Beach to enhance the operational and safety characteristics of the interchange by reducing congestion and improving mobility. Two alternatives were considered for the PD&E Study and were the focus of the CRAS, the Diverging Diamond Interchange Alternative and the Offset Intersection Alternative. Conducted for RS&H, Inc. for the Florida Department of Transportation District Five.

Lead Architectural History Specialist, Phase I Cultural Resource Assessment Survey in support of the Fairlawn Development, Volusia County, Florida. The survey of the 135-acre multi-family residential complex and 69-acre compensating storage parcel included a pedestrian survey and 58 shovel tests. The architectural survey resulted in the identification and evaluation of newly recorded resource 8VO10674, which was recommended ineligible for listing in the NRHP. Conducted for ZevCohen & Associates for Fairlawn Development.

Senior Architectural History Specialist, Cultural Resource Assessment Survey for Matanzas Woods Parkway Extension, Flagler County, Florida. The Phase I survey was completed to support the roadway extension and the construction of three stormwater-management ponds. The archaeological survey consisted of a pedestrian reconnaissance and 48 shovel tests. The architectural history survey resulted in the identification and evaluation of a newly recorded segment of the Florida East Coast Railway (8FL00298), a previously recorded linear resource. SEARCH recommended the resource was eligible for listing in the NRHP. Conducted for Breedlove, Dennis & Associates for the City of Palm Coast.

Lead Architectural History Specialist, Cultural Resource Assessment Survey of the City of Pompano Beach Dixie Highway Fence, LAP, Broward County, Florida. The survey for the 3.1-mile fence included a pedestrian survey within the project APE, as field conditions precluded the excavation of subsurface tests. The architectural survey resulted in the identification and evaluation of previously recorded linear resources (8BD04087 and 8BD04227). Conducted for Kimley-Horn & Associates, Inc. for the City of Pompano Beach.

Lead Architectural History Specialist, Historic Architectural Resources Survey for the Midway Neighborhood Drainage Improvements Project, Seminole County, Florida. The architectural resource survey resulted in the identification and evaluation of seven previously recorded resources and 40 newly recorded resources. Sixteen buildings within the APE are recommended contributing to the NRHP-eligible Midway Historic District (8SE02183). The current survey noted substantial changes that have occurred over the last several years, including demolitions and new construction within the district. Conducted for Atkins for Seminole County.

Varna Boyd, MA, RPA

QA/QC Manager

Varna Boyd, MA, RPA, has 44 years of experience in the field of cultural resource management and has authored or co-authored hundreds of technical reports, journal articles, conference papers, and public outreach programs. She has decades of experience with Sections 106 and 110 of the NHPA, ARPA, NEPA, and other historic preservation and environmental regulations and experience in the design, management, and technical execution of historical and archaeological investigations and has managed project teams with over 150 members and budgets exceeding $4 million, including many open-end, task order contracts for a variety of state and federal agencies. Her undergraduate degree in Prehistory was completed at Mary Washington College in 1982, followed by a master's degree in Anthropology with an emphasis on historic archaeology from the College of William and Mary in 1988. Ms. Boyd is an active member of the Society for Historical Archaeology, where she is on the Ethics Committee and is the organizational representative to the Register of Professional Archaeologists; the Council of Virginia Archaeologists, where she is chair of the Health & Safety Committee; the American Cultural Resource Association, where she sits on the Health & Safety Committee; and is on the Board of Directors for the Register of Professional Archaeologists. She has completed advanced training in project management, assessing significance for Transportation projects, integrating cultural resources in NEPA compliance, and Section 106 of the NHPA. Her qualifications exceed those set forth by the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716-42).

EDUCATION

MA	1988	Anthropology. The College of William and Mary.
BA	1982	Prehistory. Mary Washington College.

PROFESSIONAL EXPERIENCE

2022–Present	Director, SEARCH
2021–2022	Senior Project Manager, SEARCH
2018–2021	Senior Project Manager, Dovetail Cultural Resource Group (DCRG)
2002–2018	Impact Assessment & Permitting Department Manager (Natural and Cultural Resources Groups, 2016-2018); Cultural Resources Department Manager (2010-2016); Archaeology Program Manager (2002-2010); URS/AECOM
1994–2002	Cultural Resources Department Head/Project Director (2001-2002); Senior Project Manager (2000-2001); Senior Archaeologist (1994-2000), Greenhorne & O'Mara, Inc.
1992–1994	Director of Archaeology, Octagon House Museum
1991–1994	Lithic Analyst, Smithsonian Institution, National Museum of Natural History
1988–1992	Project Manager, Potomac River Archaeology Survey, The American University
1981–1988	Consulting Principal Investigator/Field Director/Technician, Various Organizations

PROFESSIONAL REGISTRATIONS AND ASSOCIATIONS

Register of Professional Archaeologists #10064, Board of Directors

SELECT PROJECT EXPERIENCE

Quality Control Reviewer, Cultural Resource Assessment Survey for the Daytona Beach Safe Routes to School Project, LAP, Volusia County, Florida. The project involved 0.70-miles of roadway and sidewalk improvements along South Street, Keech Street, and Cedar Street. The survey included background research and a pedestrian survey. The architectural survey consisted of a reconnaissance-level survey that identified two previously unrecorded resource groups (8VO10485 and 8VO10486) in the APE, both of

which were recommended not eligible for inclusion in the NRHP due to their lack of historic significance and architectural distinction. Conducted for LTG Engineering and Planning for the City of Daytona Beach.

Quality Control Reviewer, Section 106 Programmatic Agreement and Cultural Resource Assessment Survey Support, Multiple Counties, Florida. SEARCH served as a subconsultant for districtwide environmental consulting services. Deliverables provided for task work orders included Programmatic Agreement forms, desktop analyses, field reviews, and technical memoranda. Conducted for Resource Environmental Solutions, LLC for the Florida Department of Transportation District Five.

Quality Control Reviewer, Cultural Resources Assessment Survey in Support of I-75 (SR 93) at NW 49th Street from end of NW 49th Street to end of NW 35th Street PD&E Study, Marion County, Florida. The archaeological survey included the excavation of 63 shovel tests. The architectural survey resulted in the identification and evaluation of one newly recorded resource. Conducted for Metric Engineering, Inc. for the Florida Department of Transportation District Five.

Quality Control Reviewer, Phase I Cultural Resource Assessment Survey of I-75 Auxiliary Lanes from Florida's Turnpike to SR 200 Sumter and Marion Counties, Florida. The archaeological survey included pedestrian survey and 576 shovel tests, which resulted in the recording of six isolated archaeological occurrences, new archaeological sites 8SM01395, 8SM01396, 8MR04479, 8MR04480, and 8MR04481, and the expansion of previously recorded sites 8MR00475 and 8SM00357. Of these, avoidance was recommended for site 8MR00475 or an archaeological monitor be present if ground disturbing activities occur within the vicinity of the site. Conducted for Volkert, Inc. for the Florida Department of Transportation District Five.

Quality Control Reviewer, Phase I Cultural Resources Assessment Survey in Support of Widening I-295 and Buckman Bridge Improvements, Duval County, Jacksonville, Florida. The 3.2-mile archaeological survey consisted of a pedestrian survey and nine shovel tests withing two retention ponds. The architectural survey resulted in the identification and evaluation of previously recorded Plummers Cove Cemetery (8DU14297) and newly recorded masonry vernacular-style building at 10604 Scott Mill Road (8DU23478). The maritime archaeology remote sensing survey of 484 acres identified two targets as potential submerged vessels or anthropogenic debris and recommended avoidance. SEARCH recommended that this project may result in an Adverse Effect to historic properties. Conducted for Arcadis for Florida Department of Transportation District Two.

Quality Control Reviewer, Phase I Cultural Resource Assessment Survey of US 17/92 from County Road 54 to West of Poinciana Boulevard, Osceola and Polk Counties, Florida. The archaeological survey included a pedestrian survey and documentation of 185 shovel test locations. The architectural survey resulted in the identification and evaluation of 91 historic resources of which 68 were newly recorded. Conducted for E Sciences for the Florida Department of Transportation District Five.

Contract Manager, Maryland Department of Transportation, State Highway Administration (SHA) On-Call Contract BCS 2021-20C, Statewide, Maryland. SEARCH serves as a prime contractor providing statewide cultural resource services for this five-year on-call contract. To dates, the SEARCH team has been awarded six task orders. The tasks have included Phase I archaeology surveys, historic and archival research, architectural history surveys, GPR, and public outreach tasks.

Experiences



EXPERIENCE

SEARCH has supported Florida's municipalities since 1993 and has participated in over 150 projects for Florida's cities and towns, including New Smyrna Beach. Our first project for New Smyrna Beach was the grant-funded Search for Turnbull's Colony, which became a collaborative effort between SEARCH, New Smyrna Beach, the City of Port Orange, Volusia County, local historians, citizen volunteers, and local landowners. The research led to New Smyrna Beach's Archaeological Zone II mentioned in this RFQ. Other earlier projects for the City include archaeological monitoring for the New Smyrna Beach utilities project at South Riverside Drive in 2007, a Phase I cultural resources survey of the Dunn Lumber property in 2010, and the archaeological monitoring for the New Smyrna Beach City Hall annex in 2019. Our recent work for the city in the past five years is included below along with other examples of our experience supporting other municipalities. Throughout the past three years, SEARCH has had no citations, violations, litigations, or dispositions related to our work or staff. All our projects have been carried out to contract completion by the staff and SEARCH.

Phase I Cultural Resource Assessment Survey for the New Smyrna Canal Project

Volusia County, Florida | Conduced for Michael Baker International for the City of New Smyrna Beach

Contact: Jay Gable, Project Manager | Michael Baker International
12740 Gran Bay Parkway W, Suite 2110, Jacksonville, FL 32258
P: 813-466-6027 | E: jgable@mbakerintl.com

Timeline		Budget	
Estimated	Actual	Estimated	Actual
10/2/2020 to 10/4/2021	10/2/2020 to 7/9/2020	$6,730.00	$6,730.00



The survey was conducted in support of the proposed construction of a diversion structure situated along the western edge of a borrow pit, south of Industrial Park Avenue in New Smyrna Beach. The two proposed water management features included a small pipe in the northern portion of the project area and a weir in the southern portion of the project area that intersects the NRHP-listed Turnbull Canal System (8VO07056). In a letter dated June 9, 2021, the Florida SHPO requested that the project area be subjected to a CRAS during which the integrity of 8VO07056 would be assessed within the project area and recommendations regarding potential adverse effects be provided.

The Phase I field investigation consisted of a pedestrian investigation and three judgmentally placed shovel tests due to few locations where there was access to stable and undisturbed soil. No artifacts were recovered because of this survey.

The architectural survey focused on the impact of the proposed modifications to the Turnbull Canal (8VO07056) within the project area. In addition to a search of the FMSF GIS database for previously recorded historic resources within the project area, SEARCH reviewed USGS quadrangle maps and the Volusia County Property Appraiser's database for structures constructed prior to 1972. The field survey inventoried existing buildings, structures, and other aspects of the built environment within the project area. Identified historic resources were photographed with a digital camera, and pertinent information regarding the architectural style, distinguishing characteristics, and condition were recorded on FMSF structure forms. Date of construction, design, architectural features, condition, and integrity of the structure, as well as how the resources relate to the surrounding landscape, were carefully considered. The resources were evaluated regarding their eligibility for listing in the NRHP and then recommended eligible, potentially eligible, or not eligible.

Cultural Resources Assessment Survey for the Utility Commission of New Smyrna Beach Lift Station #10 Rehabilitation

Volusia County, Florida | Conducted for Tetra Tech for the Utilities Commission, City of New Smyrna Beach

Contact: Michael D. Thatcher, PE, CDT, ENV SP, Project Manager | Tetra Tech
201 East Pine Street, Suite 1000, Orlando, FL 32801
P: 407-839-3955 | E: michael.thatcher@tetratech.com

Timeline		Budget	
Estimated	Actual	Estimated	Actual
12/14/2021 to 12/14/2023	12/15/2021 to 3/6/2022	$9,995.00	$9,995.00



The Area of Potential Effects (APE) was the 26.2- x 13.1-foot (ft) concrete pad within which a diesel-powered permanent standby generator was to be recessed approximately 6.0 ft below the current ground surface. The project intersected the NRHP-listed New Smyrna Beach Historic District (8VO03132), which has 314 contributing resources, including the NRHP-listed Old Fort Archaeological Site (8VO00105) which encompassed the APE. The site is relevant to Andrew Turnbull and the British colony that was established in 1768, as well as a known precontact shell midden. The Old Fort Archaeological Site was expected to have associated deposits that were not included within the original NRHP-listed site boundary. Corresponding to a survey conducted by SEARCH in 2013, the precontact midden likely extends outside of the confines of Old Fort Archaeological Site along the southern extent of Julia Street (SEARCH 2013). Additionally, a Native American secondary burial (8VO09307) was identified.

SEARCH examined historic maps and aerial photographs to identify past land use in the vicinity of the UC NSB Lift Station #10 Rehabilitation APE. Evidence associated with a precontact midden was not present on the 1850 GLO map. However, a 1937 topographic map of Port Orange showed evidence of a raised landmass directly west of a structure in the parcel as associated with the "Old Fort Park." A US Department of Agriculture (USDA) aerial photograph from 1943 showed the "Old Fort" and the surrounding park as it is today. The field work consisted of three judgmental shovel tests within the boundary of a previously recorded and eligible archaeological site. Two of the shovel tests were positive for artifacts, including precontact ceramic sherds, St. Johns Check stamped pottery, faunal remains, and historic artifacts. The location of each shovel test was marked on aerial photographs and recorded on handheld GPS units. The cultural content, soil strata, and environmental setting of each shovel test were recorded in field notebooks. The precontact component was evaluated as eligible for listing in the NRHP by the SHPO (SEARCH 2013; Smith 2011). It was noted that the presence of human remains in a similar context along the southwestern border of the site warrants careful consideration.

Given the results of the Phase I archaeological excavation, it was the opinion of SEARCH that the UC NSB Lift Station #10 Rehabilitation project had the potential to adversely affect the precontact component of 8VO00105; however, there was insufficient information to make a NRHP recommendation based on the limits of the current APE. Additional coordination with the contractor and the City of New Smyrna Beach was recommended to determine how to best meet the City's Code of Ordinances (§50-13[f]) as related to the Lift Station #10 Rehabilitation project.

Cultural Resource Assessment Survey for the Daytona Beach Safe Routes to School SRTS) Project

Volusia County, Florida | Conducted for LTG Engineering and Planning for the City of Daytona Beach

Contact: Lon Ogden, Senior Project Manager | LTG – Lassiter Transportation Group
1450 W Granada Blvd, Suite 2, Ormond Beach, FL 32174
P: 904-254-8386| E: logden@LTG-inc.us

Timeline		Budget	
Estimated	Actual	Estimated	Actual
5/25/2022 to 9/6/2022	6/1/2022 to 9/6/2022	$9,510.00	$9,510.00

The City of Daytona Beach proposed roadway and sidewalk improvements as part of the Daytona Beach Safe Routes to School (SRTS) program along South Street, Keech Street, and Cedar Street. The project was a Local Agency Program (LAP) project conducted by the City of Daytona Beach using federal funds administered by the Florida Department of Transportation District Five.



SEARCH consulted with the Florida Division of Historical Resources (FDHR) regarding the APE and methodology for similar projects and it was determined that research and a reconnaissance-level survey aiding in the evaluation of a potential historic district within this area would suffice. Adjacent properties were examined and researched to determine the presence of any potential resource groups, but no additional buffer was used due to the limited scope of the proposed work and the similarity to existing infrastructure. The architectural survey identified two previously unrecorded resource groups (8VO10485 and 8VO10486) in the APE, both of which were recommended not eligible for inclusion in the NRHP due to their lack of historic significance and architectural distinction.

The archaeological survey consisted of a pedestrian survey within the project right-of-way, as field conditions precluded the excavation of subsurface tests. No artifacts were recovered, and no archaeological sites or occurrences were identified within the APE.

Historic Resource Documentation of the Old Kings Road (8VO00255), Ormond Beach

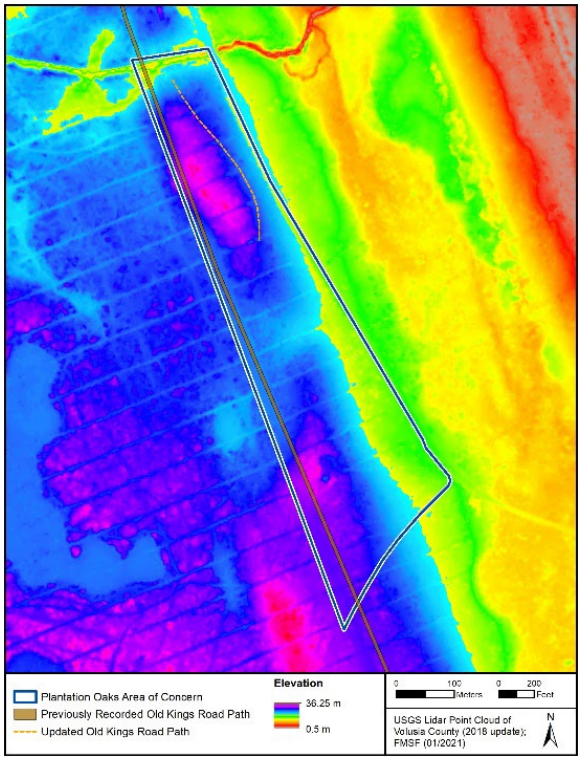
Volusia County, Florida | Conducted for Zev Chen & Associates, Inc. for the City of Ormond Beach

Contact: Mallory Tatum, Senior Environmental Scientist |ZevChohen
300 Interchange Blvd., Suite C, Ormond Beach, FL 32174
P: 386-677-2482 | E: mtatum@zevcohen.com

Timeline		Budget	
Estimated	Actual	Estimated	Actual
2/22/2021 to 5/12/2021	2/22/2021 to 5/12/2021	$7,068.00	$7,068.00

This study was conducted to assist Volusia County in the pursuit of an ECHO grant to purchase the 43.8-acre Parcel No. 312400000020, located along the west side of Old Dixie Highway and encompassed Old Kings Road (8VO00255). The Old Kings Road (8VO00255) linear resource had previously been determined to be eligible for the NRHP by SHPO.

SEARCH conducted background research to develop a historical context that included historical maps and aerial photography on the development of the King's Road and land use within the Plantation Oaks development. The field work included a pedestrian survey with east-west transects across the Plantation Oaks, documenting any evidence of the Old Kings Road (8VO00255). In addition, archaeologists looked for a noticeable sandy ridge in the northern half of the parcel. Although the roadway was not easily identifiable, it did appear to have some correlation to this sandy ridge feature. The combination of the ridge and some slight clearing in the vicinity may indicate the presence of the historic resource. The location of the historic resource was tentatively identified in four separate locations and connecting these locations indicated a potential new location for the historic resource. SEARCH identified no information that would alter the NRHP eligibility recommendation for Resource 8VO00255.



Historical Resources Critical Assets Inventory and Sensitivity Analysis for City of Key West Climate Change Vulnerability Assessment

Monroe County, Florida | Conducted for Tetra Tech for City of Key West

Contact: George Vince, Senior Project Manager | Tetra Tech, Inc.
759 SW Federal Hwy. Suite 314, Stuart, FL 34994 | P: 772-781-3400 | E: georgia.vince@tetratech.com

Timeline		Budget	
Estimated	Actual	Estimated	Actual
8/1/2023 to 12/31/2025	8/1/2023 to 9/25/2025	$65,420.00	$65,420.00



The purpose of the vulnerability assessment was to evaluate the vulnerability to climate threats across several critical asset categories and estimate the likelihood and magnitude of potential losses for the City of Key West. SEARCH's role was to assist in inventorying critical and regionally significant historical resources and evaluate the exposure and sensitivity of those resources to the effects of climate change-related flooding. The historical resources inventory included previously recorded architectural history resources, historic districts, archaeological sites, cemeteries, and historic vessels. An inventory was conducted of historical resources within the city and evaluated their vulnerability to high tide flooding, 100-year rainfall events, and 100-year storm surge events for the present-day, 2040, and 2070 planning horizons.

SEARCH reviewed FMSF data to identify critical or regionally significant previously recorded historic resources within city limits. To capture critical and regionally significant resources owned or managed by the city, SEARCH limited this data set to include: 1) previously recorded historic-age buildings and structures plotted within city-, county- or state-owned or -managed parcels; and 2) other categories of previously recorded historic resources (e.g. historic districts, archaeological sites, cemeteries) partially or wholly within city-, county- or state-owned or -managed parcels.

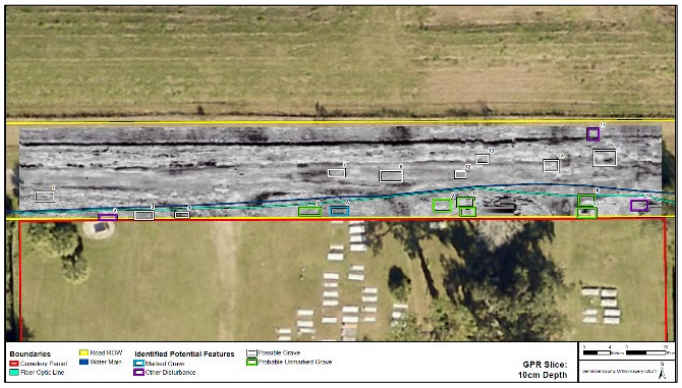
Based on a review of April 2024 FMSF data, SEARCH determined there were 58 previously recorded buildings or structures on city-, county- or state-owned or -managed parcels (architectural history resources), including: seven NRHP-listed resources (12.10% of total); one resource previously recommended eligible for NRHP inclusion (8M02715/Bayview Park)(1.72% of total); and 12 previously recommended ineligible for NRHP inclusion (20.69% of total). Additionally, SEARCH identified two National Register Historic Districts (NRHDs) located partially or entirely within city-, county- or state-owned or -managed parcels: 8MO01976/NRHP #71000245 (Key West Historic District); and 8MO01977/NRHP #84000915 (US Naval Station). The findings were developed into a report, a chapter for the City of Key West Adaptation Plan and presented as part of a presentation.

Boston Cemetery Road GPR Survey and Grave Relocation within the Boston Cemetery

Orange County, Florida | Conducted for VHB for the City of Oviedo

Contact: George Vince, Senior Project Manager | Tetra Tech, Inc.
759 SW Federal Hwy. Suite 314, Stuart, FL 34994
P: 772-781-3400 | E: georgia.vince@tetratech.com

Timeline		Budget	
Estimated	Actual	Estimated	Actual
3/2/2023 to 8/2/2023	3/2/2023 to 8/2/2023	$100,741.00	$100,741.00



The City of Oviedo proposed to resurface the Boston Cemetery Road which abuts the historic Boston Cemetery property (8SE03137) that is associated with the Antioch Missionary Baptist Church. The Boston Cemetery was formally established in 1926 as a burying ground for the Black community of Oviedo, although the parcel had been in use for an indeterminate period prior to the dedication of the property.

SEARCH conducted a GPR survey of the APE adjacent to the Boston Cemetery that encompassed an approximately 335-ft-long by 50-ft-wide rectangular area. The survey resulted in the identification of 19 anomalies with good or moderate potential to be mortuary in nature. Members of the archaeological team closely monitored all mechanical excavations of the anomalies, which extended no further than the depth at which grave shafts containing in situ burials were defined. Following the removal of the road matrix, underlying fill, and upper soil strata, excavation floors were manually cleaned with shovels and trowels to locate and define the source of the anomalous signatures documented during the GPR survey.

After mechanical excavation to expose grave shafts, the disinterment of human remains was accomplished using shovels and small hand tools to remove the remaining shaft fill to the depth of the coffin, expose remnant casket lid material and hardware, and to expose the skeletal remains and prepare them for removal. After the skeletal remains were exposed in situ, interments were documented using high-resolution digital photography. Supplemental detail photographs were taken to record the locations of personal effects and casket hardware. Representative funerary artifacts and personal effects were dry brushed, identified in terms of form and material type, and photo-documented. Upon completion of this documentation, mortuary objects were placed with their associated remains. SEARCH archaeologists conducted a basic, non-destructive forensic inspection of skeletal components during the exhumation process. The inspection was used to determine, to the extent possible, each person's sex and approximate age at death, and obvious pathologies, if present. Following the documentation, the remains and accompanying funerary objects were manually removed from each burial and placed in church-approved biodegradable receptacles. In addition, the soil surrounding and below each set of remains was screened through ¼-inch hardware cloth to ensure that accompanying funerary artifacts and personal effects were recovered and reburied with the remains.

References



AVCON, INC.
ENGINEERS & PLANNERS
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850.678.0050 | avconinc.com

December 3, 2025

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

Re: Landing Park Cultural Resource Services
City of Fort Walton Beach, Florida

To Whom it May Concern:

Southeastern Archaeological Research, LLC (SEARCH) has provided cultural resource services in support of improvements in the Fort Walton Beach Landing Park. Portions of the park overlap a previously recorded National Register of Historic Places-eligible archaeological site which required additional site investigation and on-site monitoring during all digging activities. These services included development of an archaeological work plan, archaeological testing of areas of planned ground disturbance, consultation with the Army Corps of Engineers, and archaeological monitoring during construction.

Contract Dates: June 2020-June 2022
June 2023 – Present

Sincerely,



Tonia D. Nation, PE
Associate Vice President

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578

Office: 850.678.0050
Cell: 850.598.1143
Email: tdnation@avconinc.com

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

Re: Traffic Calming at Various Locations Project
Reference Number: 043067038-001

To Whom it May Concern:

In 2025, Southeastern Archaeological Research, LLC (SEARCH) completed a Stipulation VI form for Projects Considered Unlikely to Affect Historic Properties in support of a proposed traffic calming project in the City of Lauderdale Lakes. The project included the installation or construction of decorative paver speed bumps, paver crosswalks, islands, and roundabouts.

SEARCH conducted a desktop review. No archaeological or architectural resources were identified. No further cultural resource work was recommended.

Contract Dates: March 2025 – December 2025

Sincerely,



Stefano Viola, P.E.
8201 Peters Road, Suite 2200
Plantation, FL 33324
Stefano.viola@kimley-horn.com
954-535-5100

LTG Engineering & Planning

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

Re: Safe Routes to School Professional Civil Engineering Services (Campbell Middle School and Turie T. Small Elementary School)
Reference Number: 5363.00

To Whom it May Concern:

In 2022, Southeastern Archaeological Research, LLC (SEARCH) completed a cultural resource assessment survey in support of proposed sidewalk construction in the City of Daytona Beach as part of a Safe Routes to School (SRTS) program. This project was a Local Agency Program project.

SEARCH conducted archaeological and architectural history survey. Two previously unrecorded historic resource groups were identified (8VO10485 and 8VO10486), both of which were recommended ineligible for the National Register of Historic Places. No further cultural resource work was recommended.

Contract Dates: May 2022 – August 2022

Sincerely,



Gil Ramirez, PE, Chief Executive Officer
LTG, Inc.
1049 Eber Blvd., Suite 104
Melbourne, FL 32904
PH: 321.473.6167 / **C**: 321.236.2343
gramirez@ltg-inc.us

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

Re: SMART St. Augustine Project

To Whom it May Concern:

In 2024, Southeastern Archaeological Research, LLC (SEARCH) completed a cultural resource assessment survey in support of an intelligent transportation systems (ITS) project for the City of St. Augustine. The project included review of over 100 individual elements, including power service pole installation, pull boxes, pole mount cabinets, arterial dynamics messaging signs, rectangular rapid flashing beacons, flood sensors, and other infrastructure. This was a Local Agency Program project. This contract is still active, although Phase I cultural resource work is complete.

SEARCH conducted an archaeological and architectural history survey. Due to the heavily built environment, no subsurface archaeological could be conducted. Archaeological monitoring was recommended within the 12 sites and one historic cemetery located in the area of potential effects (APE). The architectural history survey identified 151 resources within the APE, of which 18 were listed on the National Register of Historic Places and 25 were recommended eligible. SEARCH recommended the project would results in No Adverse Effect to these architectural resources and no further architectural history work was recommended.

Contract Dates: January 2024 - ongoing

Sincerely,

Paul Carballo, P.E.

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

Re: Utilities Commission – LS 10 Rehabilitation
Reference No: 200-08460-22002

To Whom it May Concern:

In 2022, Southeastern Archaeological Research, LLC (SEARCH) completed a Phase I archaeological investigation in support of permitting for the Utility Commission of New Smyrna Beach Lift Station #10 Rehabilitation. The project was located within the confines of the Old Fort Archaeological Site (8VO00105), which is listed on the National Register of Historic Places.

SEARCH conducted an archaeological and architectural history survey. Archaeological testing included the excavation of two positive shovel tests which contained precontact artifacts consistent with the precontact component of 8VO00105. Additional coordination and consultation was recommended.

Contract Dates: December 2021 – February 2022

Sincerely,



Michael Thatcher, P.E.
201 E. Pine Street, Suite 1000
Orlando, Florida 32801
michael.thatcher@tetratech.com
(407) 480-3978

Project Team Projected Workload



PROJECT TEAM PROJECTED WORKLOAD

Project Name	Project Owner / End Client	Date Awarded	Date Completed
Cultural Resources Assessment Survey for Improvements to 54th Avenue, Pinellas County, Florida	Pinellas County, Florida - Public Works	12/11/2024	12/11/2025
Phase I Cultural Resources Assessment Survey (Archaeology and Architectural History) in Support of the Proposed Hollice T. Williams Stormwater Park Expansion, Escambia County, Florida	City of Pensacola, Florida	11/21/2024	12/12/2025
Cultural Resource Desktop Review and Effects Determination Letter SR A1A Multiuse Trail from Beach Boulevard to SR 206 and SR 206 to Fort Matanzas St. Johns County, Florida	FDOT D2	3/3/2024	12/16/2025
Sebastian Shores Development	Masteller and Moler	7/30/2025	12/21/2025
Cultural Resource Assessment Survey for the Orange Drive from Southwest 92nd Avenue to Southwest 67th Avenue, LAP, Broward County, Florida	Town of Davie	11/25/2024	12/29/2025
Cultural Resource Assessment Survey for the Quiktrip Store #7287 Development Project, Duval County, Florida	Quiktrip	5/21/2025	12/30/2025
Traffic Calming at Various Locations, City of Lauderdale Lakes	City of Lauderdale Lakes, Florida	7/24/2025	12/30/2025
Cultural Resource Assessment Survey for SR 26 from US 19 to SW 266th Street PD&E Study, Gilchrist and Alachua Counties, Florida	Florida Department of Transportation - District 2 (FDOT D2)	1/14/2025	12/31/2025
Cultural Resources Services for the Saddle Club Bicycle Lanes from Lakeview Drive to Weston Road, LAP, Broward County, Florida	City of Weston, Florida	6/24/2025	12/31/2025
Dona Bay Watershed Management Plan Phase 5 - Sarasota County	Sarasota County Florida	8/6/2025	2/7/2026
SR 516 (Segment 2) (516-237) Additional Design and Bid Support	Central Florida Expressway Authority	8/3/2025	2/28/2026
Cultural Resource Services for the PD&E Study for SR 292 (Sorrento Road), Escambia County, Florida	Florida Department of Transportation - District 3 (FDOT D3)	10/1/2023	3/11/2026
Cultural Resources Desktop Analysis for the Mims Stormwater Facility, Brevard County, Florida	Brevard County, Florida	3/2/2025	3/18/2026
Cultural Resources Support for the Cross Florida Greenway Land Bridge Replacement, Marion County, Florida	FDOT D5	4/3/2025	3/25/2026
Cultural Resource Assessment Survey for the A. Philip Randolph Regional Multimodal Transportation Hub Project in Palatka, Putnum County, Florida	City of Palatka	3/26/2025	3/27/2026
Cultural Resource Assessment Survey for SR10 (US 90) Multiuse Trail from Pedrick Road to the Jefferson County Line, Leon County, Florida	FDOT D3	7/31/2023	4/4/2026
I-95 @ SR 207	FDOT D2	9/23/2025	4/22/2026
Cultural Resource Desktop Analysis for the Valencia College Lane Roadway Conceptual Analysis Study, Orange County, Florida	Orange County, Florida - Board of County Commissioners	3/26/2025	5/8/2026
Cultural Resource Desktop Analysis for the Econlockhatchee Trail Roadway Conceptual Analysis Study, Orange County, Florida	Orange County, Florida - Board of County Commissioners	11/5/2024	5/9/2026
Ground Penetrating Radar (GPR) Survey for Shady Oaks Gardens Cemetery, Polk County, Florida	Polk County Board of County Commissioners	5/11/2025	5/12/2026

Project Name	Project Owner / End Client	Date Awarded	Date Completed
Cultural Resource Assessment Survey for the Florida East Coast Railway Fort Pierce Intermodal Terminal Project, St. Lucie County, Florida	Florida East Coast Railway LLC	3/19/2025	5/12/2026
Archaeological Monitoring for the Pensacola Bay Living Shoreline Project, Escambia County, Florida	Escambia County, Florida	5/6/2025	5/15/2026
I-175 from I-275 to 4th Street Desktop	FDOT D7	7/26/2025	5/16/2026
I-95 over 13th Street Bridge	FDOT D2	7/14/2025	5/26/2026
Cultural Resource Assessment Survey for the City of Dania Beach Northwest 1st Street Complete Streets Project, Broward County, Florida	City of Dania Beach	6/1/2025	6/4/2026
Cultural Resource Assessment Survey for Shingle Creek North PH 2C Countyline Connector, LAP, Osceola County, Florida	City of Kissimmee, Florida	6/9/2025	6/9/2026
George Bush Boulevard Bridge Replacement over ICWW	Palm Beach County	6/23/2025	6/23/2026
Palm Beach County Department of Airports - Task III-25-LNA-A-041 LNA Cultural Survey	Palm Beach County, Florida	10/16/2025	6/29/2026
Old Kings Highway South Multiuse Trail	FDOT D5	7/9/2025	7/9/2026
SR 10 (US 90) from Dugger Street to SR 201 (US 301) PD&E	FDOT D2	7/13/2025	7/13/2026
Cultural Resources Assessment Survey for the Shingle Creek Kirkman Trail, LAP, Orange County, Florida	City of Orlando, Florida	5/26/2025	7/30/2026
Buttonwood Neighborhood Drainage Improvements	Town of Longboat Key	7/30/2025	7/30/2026
SR 40 Improvements at SW 27th Ave Intersection	FDOT D5	7/22/2025	8/5/2026
Cultural Resource Assessment Survey for the I-295 from North of Commonwealth Avenue to North of Pritchard Road PD&) Study, Duval County, Florida	FDOT D2	9/4/2025	9/4/2026
Casselberry Winter Park Complete Street	City of Casselberry, Florida	6/18/2025	9/18/2026
Lake Hills Development Consultation, Lake County, FL	Reader Communities	9/18/2025	9/21/2026
Park Street Ad 25272 CRAS	FDOT D2	7/8/2025	9/29/2026
Cultural Resource Assessment Survey for the St. Johns Heritage Parkway Widening from Malabar Road to North of Emerson Drive, LAP, Brevard County, Florida	City of Palm Bay, Florida	12/8/2024	12/20/2026
Cultural Resource Assessment Survey of CR 2321 from SR 77 (US 231) to SR 75 PD&E Study, Bay County, Florida	Bay County, Florida - Board of County Commissioners	1/12/2025	12/28/2026
Cultural Resource Desktop Analysis for the Emerald Trail PD&E Study for Segments 4, 6, 7, and 8 in Jacksonville, Duval County, Florida	Jacksonville Transportation Authority (JTA)	11/24/2024	12/31/2026
Boggy Creek Road, Osceola Amendment #3	Osceola County, Florida - Board of County Commissioners	7/21/2025	12/31/2026
Phase I CRAS of SR 40 from CR 314 to Levy Hammock Road, Marion County, Florida	FDOT D5	4/5/2022	1/10/2027
Beulah Road Realignment, Escambia County, Florida	Escambia County, Florida - Board of County Commissioners	10/30/2024	1/15/2027
Cultural Resource Assessment Survey for SR 30 (US 98) PD&E from East End of Brooks Bridge to East End of East Pass Bridge, Okaloosa County, Florida	FDOT D3	10/23/2023	1/22/2027
Cultural Resource Assessment Survey Addendum for SR 35 (US 301) Improvements from CR 470 to Florida's Turnpike, Sumter County, Florida	FDOT D5	1/3/2023	2/24/2027

Project Name	Project Owner / End Client	Date Awarded	Date Completed
Cultural Resources Assessment Survey for the West 98 Collector Road PD&E Study, Okaloosa County, Florida	Okaloosa County, Florida	11/14/2024	3/12/2027
Phase I CRAS for the Horizon West Trail Phase I (From Tiny Road to Winter Garden Vineland Road)	Orange County, Florida - Board of County Commissioners	3/10/2022	3/21/2027
Black Bear Scenic Trail PD&E	FDOT D5	9/17/2025	3/31/2027
Phase I Cultural Resource Assessment Survey for the PD&E Study for SR 714/Monterey Road at FEC Railroad Crossing Project, Martin County, Florida	FDOT D4	7/30/2023	4/2/2027
Cultural Resource Assessment Survey of SR 261 (US 319) and SR 10 (US 90) Intersection PD&E Study, Leon County, Florida	FDOT D3	12/8/2024	4/16/2027
Phase I Cultural Resource Assessment Survey of State Road 40 from Breakaway Trail to Williamson Boulevard (FM# 428947-1), Volusia County, Florida	FDOT D5	4/27/2023	5/30/2027
Cultural Resource Desktop Analysis for the US 1 Shoreline Stabilization PD&E Study from Hiawatha Avenue to Kingswood Drive and Carolin Street to Laurie Street, Brevard County, Florida	FDOT D5	6/18/2025	5/31/2027
Cultural Resource Desktop Analysis for the Lake Pickett Road Roadway Conceptual Analysis Study, Orange County, Florida	Orange County, Florida	11/5/2024	6/11/2027
PD&E Study SR 30 (US 98) Trail from Shoreline Drive to Bob Sikes Bridge	FDOT D3	7/1/2025	7/9/2027
Norfolk Parkway Extension Project	City of Melbourne, Florida	11/26/2024	7/17/2027
Cultural Resource Assessment Survey in Support of the North Lake Trail PD&E Study, Lake Counties, Florida	Lake County, Florida	2/9/2022	7/22/2027
Archaeological Monitoring and Unanticipated Discovery for the SR 30 (US 98) Brooks Bridge No. 570034 Replacement and SR 30 (US 98) over East Pass Bridge No 57004 and Bridge No. 570082 Repairs, Okaloosa County, Florida	FDOT D3	11/5/2023	8/24/2027
Design of SR 10 (US 90) from Country Club Dr. to Holmes County Line	FDOT D3	11/11/2025	8/25/2027
Phase II Archaeological Testing of Site 8MR04471 and Report in Support of the I-75-CR 514 New Interchange Design, Marion County, Florida	FDOT D5	9/1/2025	9/10/2027
22-0355-CN Cultural Resources Support Pinellas County Engineering Professional Services	Pinellas County	11/4/2025	9/22/2027
Districtwide Cultural Resources Services for Transportation Systems Planning Projects, Multiple Counties, Florida	FDOT D3	11/3/2024	11/22/2027
Cultural Resource Assessment Survey Update in Support of the US 1 at I-95 Interchange Improvements, Volusia County, Florida	FDOT D5	11/26/2024	11/30/2027

Acceptance of Conditions



ACCEPTANCE OF CONDITIONS

SEARCH has no exceptions to the general terms and conditions of the solicitation, insurance requirements or any other requirements listed in the RFQ.

Financial Stability



FINANCIAL STABILITY

Southeastern Archaeological Research LLC (SEARCH) (D&B No. 94-205-4461) is a financially stable firm with the robust resources—both human and financial—necessary to deliver the highest quality services required by the City of New Smyrna Beach. With 32 years of continuous operation, SEARCH has established a strong track record in the successful management and completion of cultural resources projects. Over the past five years, we have fulfilled all contractual obligations for our clients without exception and have not been involved in any lawsuits related to our services. Our longstanding history and experience in the field of cultural resources, combined with our proven financial stability, make SEARCH a reliable and capable partner for your project needs.

City Required Forms



City of New Smyrna Beach

Proposal Response

Title of Project Name: **Professional Archaeological Consultant Services**

Project ID: **03-26-DS**

Company Name: Southeastern Archaeological Research, LLC (SEARCH)

Print Authorized Officer Name & Title: Anne V. Stokes, PhD, President

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: Signed Addendums (if applicable)	✓
Copy of Sunbiz Registration with Active Status	✓
Copy of Sam's Gov Registration	✓

City of New Smyrna Beach

Professional Archaeological Consultant Services

Project ID: RFQ 03-26-DS

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 #
Anne V. Stokes, PhD	President	407-236-7711
Julisa Meléndez, MA	Vice President, Project Delivery	407-236-7711

Anne V. Stokes, PhD, President
Print Name

CEO/President
Signature/Title)

Southeastern Archaeological Research, 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 ✓ Corporation

State of Incorporation: Delaware

Federal I.D. or Social Security number is: 59-3215370

VENDOR INFORMATION

BID #:	RFQ 03-26-DS
BID TITLE:	Professional Archaeological Consultant Services

Respondent Information	
Company Name: Southeastern Archaeological Research LLC	Federal Employer Identification Number or SS Number: Federal Tax ID: 59-3215370 DUN Number: 94-205-4461
Mailing Address: 3117 Edgewater Drive	Type of Entity (Circle One): (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Orlando, Florida 32804	Incorporated in the State of:
Corporate Address: 3117 Edgewater Drive	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: Orlando, FL 32804	State of Florida Department of State Certificate of Authority Document No: M24000010079
Telephone No.: 407-236-7711	
Email Address: anne@searchinc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Anne V. Stokes, PhD	Vice President: Julisa Meléndez, MA
Secretary: Madeline Quinones	Treasurer: Tina Collins
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

Anne V. Stokes, PhD
Printed Name

Title: President

Date: 11/18/2025

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: 11/13/2025

VENDOR NAME: Southeastern Archaeological Research, LLC (SEARCH)

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Cultural Resources

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
3117 Edgewater Drive	3117 Edgewater Drive	3117 Edgewater Drive
ADDRESS	ADDRESS	ADDRESS
Orlando, FL	Orlando, FL	Orlando, FL
CITY/STATE	CITY/STATE	CITY/STATE
32804	32804	32804
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Tina Collins

E-MAIL: accounting@searchinc.com

OFFICE PHONE: 407-236-7711

FAX:

MOBILE PHONE: 908-882-1549

FEDERAL TAX ID#: 59-3215370

DUNS Number: 94-205-4461

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.)

Southeastern Archaeological Research, 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) ..... **C**

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)

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 ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

3117 Edgewater Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32804

List account number(s) here (optional)

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

5	9	–	3	2	1	5	3	7	0

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** | Digitally signed by Anne V. Stokes, Ph.D. Date: 2025.01.24 08:04:53 -05'00' | **Date** 01/24/2025

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.

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.

Southeastern Archaeological Research, LLC

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Anne V. Stokes, PhD, President

OFFICER TITLE

11/18/2025

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.

President

Authorized Signature and Title

Date: 11/18/2025

Anne V. Stokes, PhD, 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 X 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 # RFQ 03-26-DS described as:

Professional Archaeological Continuing Consultant Services.

Southeastern Archaeological Research, LLC (SEARCH)	11/18/2025
Firm	Date
President	Anne V. Stokes, PhD, President
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

December 8, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach, Purchasing
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RFQ 03-26-DS Professional Archaeological Continuing Consultant Services,
Disputes Disclosure Form, Equitable Adjustment

Dear Selection Committee:

In January 2025, Southeastern Archaeological Research, LLC (SEARCH) requested an equitable adjustment from the United States Army Corps of Engineers, Jacksonville District, for Contract No. GS-10F-0225Y (Contract) for CULTURAL RESOURCE SURVEY OF THE RÍO GUANAJIBO FLOOD CONTROL PROJECT AREA OF POTENTIAL EFFECTS, MAYAGUEZ AND HORMIGUEROS MUNICIPALITIES, PUERTO RICO as equitable adjustment for delays and changes experienced by SEARCH. The equitable adjustment is for 5 of 10 out-of-scope rotations for archaeological survey. These mobilizations were undertaken in 2021 when insufficient access resulted in a slower pace of work. Ease of parcel access negotiations was hampered by the COVID-19 pandemic, during which private businesses, citizens, and government entities were under strict lockdown measures in Puerto Rico. SEARCH requested a total price increase of $155,218.05 to the Contract as equitable adjustment for delays and changes.

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: 11/18/2025

Authorized Signature

Anne V. Stokes, PhD, President

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 Anne V. Stokes, PhD, President
(Print Individual's Name and Title)
for Southeastern Archaeological Research, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is a Delaware LLC and a Florida Corporation that provides cultural resources services

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3215370

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) Anne V. Stokes, PhD, President

Sworn and subscribed before me this 18 day of November, 2025.

Personally known ✓

OR produced identification n/a

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 4/10/2029

Notary Public State of Florida
Michelle M. Reitenbach
My Commission HH 663241
Expires 4/10/2029

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Anne V. Stokes, PhD, being first duly sworn, deposes and says that:

He/she is President of Southeastern Archaeological Research, 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 Anne V. Stokes, PhD

President
Title

Subscribed and sworn to before me this 10 day of November, 2025.

Michelle M Reitenbach

Office Manager/Public Notary
Title

Notary Public State of Florida
Michelle M. Reitenbach
My Commission HH 663241
Expires 4/10/2029

My Commission Expires: 4/10/2029

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: Southeastern Archaeological Research, LLC

Consultant E-Verify Registration Number: 375667

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: Anne V. Stokes, PhD, President

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this

18 Day of November, 20 25. She/He is personally known to me or has produced

n/a As identification.

Notary Public State of Florida
Michelle M. Reitenbach
My Commission HH 663241
Expires 4/10/2029

_____
Notary Public

My commission expires: 4/10/2029

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: Southeastern Archaeological Research, LLC

Authorized Signature: _____ Date: 11/18/2025

Printed Name: Anne V. Stokes, PhD

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of November, 2025, by Anne V. Stokes, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Michelle M. Reitenbach
My Commission HH 663241
Expires 4/10/2029

Signature of Notary Public
Michelle M. Reitenbach
Name of Notary Typed, Printed or Stamped
My Commission Expires: 4/10/2029

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Orlando

Before me, the undersigned authority, personally appeared Anne V. Stokes, PhD

who was duly sworn, deposes, and states:

1. I am the President of Southeastern Archaeological Research, LLC with a local office in Orlando, FL (City & State) and principal office in Orlando, FL (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as RFQ **03-26-DS, Professional Archaeological Consultant 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.

Anne V. Stokes, PhD
Typed Name

Signed

President
Title

11/18/2025
Dated

Sworn to and subscribed before me this 18 day of November 2025.

Personally known X OR produced identification ____. Identification type:

Notary Public: State of Florida County of Orange

Michelle M. Reitenbach
Printed, typed, or stamped commissioned name of notary public

My commission expires: 4/10/2029

Notary Public State of Florida
Michelle M. Reitenbach
My Commission HH 663241
Expires 4/10/2029

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)	3117 Edgewater Drive, Orlando, Florida 32804	
Federal I.D. Number	59-3215370	

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: Southeastern Archaeological Research, LLC

Mailing Address: 3117 Edgewater Drive, Orlando, Florida 32804

Telephone Number: 407-236-7711 Fax Number: N/A E-mail Address: anne@searchinc.com

Authorized Signature	Printed Name	FEIN
	Anne V. Stokes, PhD	59-3215370

Title	Date
President	11/18/2025

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: Southeastern Archaeological Research, LLC

FEIN: 59-3215370

Authorized Representative Name and Title: Anne V. Stokes, PhD, President

Address: 3117 Edgewater Drive

City: Orlando State: Florida Zip: 32804

Phone Number: 407-236-7711 Email Address: anne@searchinc.com

Certified By: Anne V. Stokes, PhD, President ,
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.

President Date: 11/18/2025

Authorized Signature and Title

Anne V. Stokes, PhD, President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

ADDENDUM 1
RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services
November 13, 2025

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 03-26-DS, Professional Archaeological Continuing Consultant Services, issued October 27, 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:** At the end of the first paragraph, it states "In order to be considered for award and to be further evaluated, proposer must be a registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice." Can you clarify what is meant by "registered professional within the State of Florida"? Do you mean archaeologist who are members of the Register of Professional Archaeologists (which is not state based) or do you mean the archaeologists have to physically reside in the state?

   Answer: The Archaeologists must be a member of the Resister of Professional Archaeologists. The firm or individual archaeologist may be located outside of the State of Florida.

2. **Question:** The first sentence in the last paragraph states: "The intent of this solicitation is to establish a pool of firms or individuals to perform salvage excavation as the City Archaeologist." The use of "salvage excavation" was not included in the Scope of Services. It is unclear if the entirety of archaeological services is lumped under "salvage excavation" or if this is an additional service to be provided to the City?

   Answer: Salvage excavation means the archaeological excavation of a site prior to its destruction by construction, erosion, vandalism, or any form of site disturbance. Archaeological salvage excavations will be concentrated only within the areas to be disturbed in order to save site data which would be lost due to the disturbance, and the extent of the excavations may vary, depending on the significance of the site, time constraints, and the degree of evidence of archaeological resources.

3. **Question**: On page 8, Section V.A Scope of Services, it states "In addition, the following may be included in the scope of work performed," and lists "historic and archaeological survey" and refers to identifying contributing structures within National Register Districts. Historic surveys and evaluation of structures falls under architectural history, but this is not listed as a service the City is requesting. Requesting clarification on whether or not the City also is requesting architectural history services under this contract.

   Answer: The city archaeologist shall review all applicable ground disturbances on city-owned or maintained property in archaeological zones I and II; shall conduct such testing, excavations, or monitoring. Shall prepare or oversee preparation of a final report on all projects, which report shall meet the guidelines established for archaeological reports by the department of state, division of historical resources, and be in accordance with the Cultural Resource Management Standards and Operations Manual; shall record archaeological sites and shall maintain and update the archaeological base map; and shall advise the city manager concerning archaeological issues. The City may also request the update to the Master Site Files to the contributing structures located within a national registered historic district or a local historic district.

4. **Question:** Section IX indicates federal conditions will apply for disaster-related projects. Will federal conditions apply to other federally funded projects other than disasters?

   Answer: Federal conditions shall apply when required by the funding source and/or projects related to grants.

5. **Question**: In Section V.A, Scope of Services, the RFP indicates that the City makes no covenant or promise as to the number of available projects. Can the City provide an indication of the workload associated with this contract from previous years?

   Answer: Since 2022, one project required archeological services with invoices totaling $16,325.

6. **Question:** In Section V.A, Scope of Services, the RFP indicates that the contractor will "prepare or oversee preparation of final reports on all projects" meeting the guidelines established for archaeological reports by the Florida Division of Historical Resources (DHR). Does the City anticipate that the resulting reports will all be reviewed by DHR, or only those that trigger state or federal permitting?

   Answer: If the State requires a review then yes. A Master Site File may be required to be submitted to the State.

7. **Question:** In Section VI, General Information, the RFP indicates that "there shall be no exceptions to either the scope of services or the terms of the agreement." In Section VII.H, Acceptance of Conditions, the RFP states to "Indicate any exceptions to the general terms and conditions of the solicitation, insurance requirements, or other requirements." Will the City provide clarification on whether exceptions will be allowed and/or which type?

Answer: The draft contract provided in the Attachment Section of the solicitation includes the standard terms and conditions for the City. Respondents may provide documentation in response to X.O as to any exceptions they wish the city to consider.

8. **Question:** In Section VII.F, References, the RFP indicates that "At a minimum, submittals shall include five (5) written letters in total from current and/or previous agencies that have contracted with the respondent to perform a scope of work of equal or greater value and scope as described herein." Can the City provide clarification on if they desire these letters of reference to be from actual agencies or simply any contracting authority or business entity?

   Answer: Letters from current or past clients are required.

9. **Question:** In Section VII.G, Project Team Workload, the RFP requests the project workload of the key personnel with an 18-month horizon. Can the City clarify the significance of an 18-month horizon? Is this an anticipated period of performance within the 3 year contract?

   Answer: Staff is looking for the current workload for the next 18 months on key personnel. This will allow our team to decide if a firm can handle small tasks on a short time frame outside of job duties that may take longer to complete.

10. **Question:** Page 23-24 References: Can references required for the 5 written letters (RFQ page 23) serve as the same client references (page 24), or are a total of 10 references required?

    Answer: Yes. The 5 minimal written letters can also be client references.

11. **Question:** Page 25, Insurance Requirements: Our insurance limits for Commercial General Liability, specifically for Personal & Advertising Injury and Fire Damage Legal Liability, differ from what is required in the RFQ. Our legal department request that the contract language allows the use of umbrella or excess liability insurance to meet the required limits. Is this feasible?

    Answer: The City recommends that all prospective consultants consider increasing their coverage limits under their existing policy. In order for the consultant to utilize umbrella or excess coverage, written documentation from the insurer indicating an inability to increase existing coverage to the contractual limits outlined in the RFP would be required. Additionally, documentation for the umbrella or excess coverage policies that a minimum meet or exceed the contractual limits of the RFP must be provided to the City.

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): Anne V. Stokes, PhD, President Proposer Signature: _____

Southeastern Archaeological Research, LLC (SEARCH)

Firm Name (Please Print)

SAM.GOV®

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
MNMMZXMQT873	**1LWJ0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 5, 2026**	
Physical Address	Mailing Address	
3117 Edgewater DR **Orlando, Florida 32804-3721** **United States**	**3117 Edgewater DR** **Orlando, Florida 32804-3721** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 10	**Delaware / United States**	**http://www.searchinc.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 11, 2025	**Aug 5, 2025**	**Mar 21, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 4, 1993	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
0CQ83	**CLS MANAGEMENT SERVICES, LLC**

Highest Level Owner

CAGE	Legal Business Name
0H5Q3	**CLS TARPON HOLDINGS, INC.**

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
Other	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

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	**1LWJ0**

Points of Contact

Electronic Business

Anne Stokes, Dr.
3117 Edgewater Drive
Orlando, Florida 32804
United States

Emily S Moss, Ms.
3117 Edgewater Drive
Orlando, Florida 32804
United States

Government Business

Anne V. Stokes, Dr.
3117 Edgewater Drive
Orlando, Florida 32804
United States

Emily S Moss, Ms.
3117 Edgewater Drive
Orlando, Florida 32804
United States

Past Performance

Emily S Moss, Ms.
3117 Edgewater Drive
Orlando, Florida 32804
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541720**	**Research And Development In The Social Sciences And Humanities**
	115310	**Support Activities For Forestry**
	493190	**Other Warehousing And Storage**
	512110	**Motion Picture And Video Production**
	513130	**Book Publishers**
	519210	**Libraries And Archives**
	541310	**Architectural Services**
	541330	**Engineering Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541430	**Graphic Design Services**
	541513	**Computer Facilities Management Services**
	541611	**Administrative Management And General Management Consulting Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	541990	**All Other Professional, Scientific, And Technical Services**

561611	**Investigation And Personal Background Check Services**
561990	**All Other Support Services**
562910	**Remediation Services**
611430	**Professional And Management Development Training**
611710	**Educational Support Services**
712110	**Museums**
712120	**Historical Sites**

Product and Service Codes

PSC	PSC Name
7610	**Books And Pamphlets**
7690	**Miscellaneous Printed Matter**
9999	**Miscellaneous Items**
B503	**Special Studies/Analysis- Archeological/Paleontological**
B521	**Special Studies/Analysis- Historical**
B529	**Special Studies/Analysis- Scientific Data**
B599	**Special Studies/Analysis- Other**
R424	**Support- Professional: Expert Witness**
R499	**Support- Professional: Other**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

Detail by Entity Name

Foreign Limited Liability Company
SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, LLC

Filing Information

Document Number	M24000010079
FEI/EIN Number	NONE
Date Filed	08/07/2024
State	DE
Status	ACTIVE

Principal Address

3117 EDGEWATER DR.
ORLANDO, FL 32804

Mailing Address

3117 EDGEWATER DR.
ORLANDO, FL 32804

Registered Agent Name & Address

STOKES, ANNE V
3117 EDGEWATER DR.
ORLANDO, FL 32804

Authorized Person(s) Detail

Name & Address

Title MGR

STOKES, ANNE V
3117 EDGEWATER DR.
ORLANDO, FL 32804

Annual Reports

No Annual Reports Filed

Document Images

08/07/2024 -- Foreign Limited View image in PDF format

December 8, 2025

Janet Vivian, Purchasing Agent
City of New Smyrna Beach, Purchasing
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: RFQ 03-26-DS Professional Archaeological Continuing Consultant Services, Potential Conflict of Interest

Dear Selection Committee,

Southeastern Archaeological Research, LLC (SEARCH), a subsidiary of Contract Land Staff (CLS), hereby affirms that no officer, director, partner, proprietor, associate, or agent of SEARCH is currently an officer or employee of the City of New Smyrna Beach or any of its agencies. Furthermore, SEARCH confirms that no officer or employee of the City holds, either directly or indirectly, any ownership interest in SEARCH, its affiliates, or any of its branch offices.

Sincerely,

Anne V. Stoke, PhD, President | SEARCH

Exhibit "C"

RE: Professional Archaeological Continuing Consultant Services

Firm: SEARCH, LLC

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for the Professional Archaeological Continuing Consultant Services. These rates will be used throughout the duration of the contract.

Multiplier of 2.8997 is calculated as follows:

Direct Labor		1.0000
Overhead		1.7473
Total Cost		2.7473
Profit/Operating Margin	15.0%	0.1500
Subtotal		**2.8973**
FCCM (% of labor)	0.240%	0.00240
Total		**2.8997**

Classification	**Hourly Rate**	**Multiplier**	**Loaded Rate (Billing Rate)**
Chief Archaeologist	$ 57.12	2.8997	$ 165.63
Senior Archaeologist	$ 45.04	2.8997	$ 130.60
Archaeologist	$ 34.09	2.8997	$ 98.85
Sr. Scientist (Architectural Historian)	$ 43.97	2.8997	$ 127.50
Scientist (Historian)	$ 35.85	2.8997	$ 103.95
GIS Specialist	$ 37.63	2.8997	$ 109.12
Secretary/Clerical	$ 31.50	2.8997	$ 91.34

ODCs to be billed at cost plus 24% G&A.

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: Southeastern Archaeological Research, LLC (SEARCH)

Authorized Signature: _____ Date: 02/02/2026

Printed Name: Anne V. Stokes, Ph.D.

Title: President

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 day of February, 2026, by Anne V. Stokes, PhD, as CEO, President on behalf of the company/corporation. They ☑ are personally known to me or ☐ have produced _____ as identification.

Notary Public State of Florida
Robin E Apelado
My Commission HH 478621
Expires 1/7/2028

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: 1/7/2028

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/2/2026

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

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

PRODUCER
Risk Strategies Company
485 Lexington Avenue, 17th Floor
New York, NY 10017

CONTACT NAME: Robin Strauss
PHONE (A/C, No, Ext): 201-445-3383 **FAX (A/C, No):** 212-669-5414
E-MAIL ADDRESS: rstrauss@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FEDERAL INSURANCE COMPANY	20281
INSURER B : SIRIUSPOINT SPECIALTY INSURANCE	16820
INSURER C : GREAT NORTHERN INSURANCE COMPANY	20303
INSURER D : ACE AMERICAN INSURANCE COMPANY	22667
INSURER E :	
INSURER F :	

INSURED 695605
Southeastern Archaeological Research, LLC
3117 Edgewater Drive
Orlando, FL 32804

COVERAGES **CERTIFICATE NUMBER:** 1686308825 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	3606-93-09	4/1/2025	4/1/2026	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ Incl.in Gen.Agg. $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y	Y	7362-03-03	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	7818-85-66	4/1/2025	4/1/2026	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7183-29-07	4/1/2025	4/1/2026	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
D B	Cyber Liability Professional Liability and Contractors Pollution Liability			F18362077 001 PROVAE-0000110-01	7/25/2025 7/25/2025	7/25/2026 7/25/2026	Each Claim/Agg. Limit Each Occurrence Aggregate	$5MM/$5MM $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFQ 03 26 Professional Archaeological Continuing Consultant Contract

City of New Smyrna Beach is included as an additional insured as required by contract or agreement with the named insured subject to the policy terms, conditions and exclusions.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

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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THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF A JOINT PROJECT AGREEMENT (JPA) AMENDMENT #1 FOR THE CORBIN PARK STORMWATER IMPROVEMENT PROJECT.

March 10, 2026

Background:

The initial Joint Project Agreement (JPA) with Volusia County established a maximum of $6,000,000 contribution via Transform386 (CDBG-DR) grant funding on an overall project estimated to cost $8,451,220.00 with the City funding $2,451,220.00 of this amount or a pro-rata share of 29%.

Fortunately, the lowest most responsive bidder was well below the anticipated amount being $6,949,572.97 for construction including all add alternates if needed (bid summary attached).

Volusia County has also engaged a Construction, Engineering and Inspection (CEI) firm to oversee the project which fees being $392,210.10 and subject to the City pro-rata share participation. Thus, the City's overall monetary commitment being $2,129,117.09 which is below the initial expectations of $2,451,220.00.

Findings:

City staff has worked with the selected General Contractor and are currently closing out two successful projects with them, thus endorse the Contractor and their capabilities to perform the work in a professional manner and on time.
The CEI firm is reputable as well and will provide the necessary oversight to assure the infrastructure is installed with the proper specifications. Therefore, staff supports the conditions of the modifications and recommends approval of the JPA amendment.

This amendment essentially clarifies two key elements of the overall project. The first being the City's contribution to CEI cost that were unknown prior to the original agreement and bid process which Volusia County acquired through one of their continuing consultants and the cost being a pro-rata share in accordance with the project funding.
The second item is the amendment clarifies the reimbursement and contribution of each party regarding the Transform386 (CDBG-DR) grant being a pro-rata cost share established as the original award amount (i.e. $6,000,000) divided by the original estimated construction cost (i.e. $8,451,220) being 71% for grant funds up to a maximum amount of $6,000,000 for construction costs and as previously mentioned for CEI services as well.

Fiscal Analysis:
The City's proportionate share is funded through 21WTS Capital outlay account #30257201 567201.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

NSB - Corbin Park - JPA Amendment 1.pdf
Itemized Tabulation.xlsx

AMENDMENT NO. 1 TO THE JOINT PROJECT AGREEMENT AMENDMENT BETWEEN COUNTY OF VOLUSIA AND THE CITY OF NEW SMYRNA BEACH CORBIN PARK STORMWATER IMPROVEMENTS (AMENDMENT)

THE JOINT PROJECT AGREEMENT (AGREEMENT) made and entered into on June 17, 2025 by and between the **County of Volusia** (COUNTY), a political subdivision of the State of Florida, and **The City of New Smyrna Beach** (CITY), a municipal corporation of the State of Florida, for the **Corbin Park Stormwater Improvements** project (PROJECT) is amended as follows:

The AGREEMENT is hereby amended to add Section "J. PROJECT COST." Section J, PROJECT COST is inserted into the AGREEMENT as follows:

1. The estimated total cost of the project, to include construction, is **$8,451,220.00 (Eight million four hundred fifty-one thousand two hundred twenty dollars and 00/100)**. The COUNTY agrees to participate in the PROJECT cost up to a maximum amount of **$6,000,000 (Six million dollars and 00/100)** using Community Development Block Grant – Disaster Recovery (CDBG-DR) funds provided by the Department of Housing and Urban Development (HUD) Grant B-23-UN-12-0005. The CITY's committed local match amount is **$2,451,220.00 (Two million four hundred fifty-one thousand two hundred twenty dollars and 00/100)**. This equates to the pro-rata share of **29%.** The CITY will be invoiced by the COUNTY for project costs at this pro-rata throughout the life of the project, up to and not including, costs of the project above and beyond the funding provided by the HUD Grant.
2. The actual cost of construction services for the PROJECT is **$6,949,572.97 (Six million nine hundred forty-nine thousand five hundred seventy-two dollars and 97/100).** This amount is based upon the scope and schedule of values in **EXHIBIT A**, attached to and incorporated in this AGREEMENT.
3. The actual cost of construction, engineering, and inspection (CEI) services for the PROJECT is **$392,210.10 (Three hundred ninety-two thousand, two hundred ten dollars and 10/100).** This amount is based upon the scope and schedule of values in **EXHIBIT B**, attached to and incorporated in this AGREEMENT.

This AMENDMENT NO. 1 sets forth the entire modifications to the AGREEMENT. Except as provided above, all other terms and conditions of the AGREEMENT shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this AMENDMENT NO. 1 and the AGREEMENT, this AMENDMENT NO. 1 shall govern and control.

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
KEVIN COWPER
CITY MANAGER

CITY OF NEW SMYRNA BEACH

BY: _____
FRED CLEVELAND
MAYOR

DATE:_____

Approved as to form
and correctness:

_____
CARRIE AVALLONE
CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of the latest day and year written below.

ATTEST:

_____
GEORGE RECKTENWALD
COUNTY MANAGER

COUNTY OF VOLUSIA, FLORIDA

BY: _____
JEFFREY S. BROWER, CHAIR
COUNTY COUNCIL

DATE:_____

Approved as to form
and correctness:

_____
THOMAS R. (RUSS) BROWN, III
DEPUTY COUNTY ATTORNEY

SUMMARY OF COSTS

	Subtotal Part A: General Requirements	$ 581,699.00
	Subtotal Part B: Paving and Driveway Restoration	$ 999,139.90
	Subtotal Part C: Stormwater System	$ 3,939,540.00
	Subtotal Part D: Utility Improvements Due to Stormwater Installation	$ 1,094,411.20
	Payment and Performance Bond	$ 43,144.87
	Total Price (Inclusive of Performance and Payment Bond)	**$ 6,657,934.97**

Bid Alternates

Item	Item Name & Category	Total Quantity	Unit	Unit Price	Item Price
ALT-1	Excavatable Flowable Fill	40	CY	$ 535.00	$ 21,400.00
ALT-2	6" Linestop	2	EA	$ 8,929.00	$ 17,858.00
ALT-3	8" Linestop	3	EA	$ 11,400.00	$ 34,200.00
ALT-4	12" Linestop	3	EA	$ 16,500.00	$ 49,500.00
ALT-5	20" Linestop	4	EA	$ 42,170.00	$ 168,680.00

LS=Lump Sum; LF= Linear Foot; CY=Cubic Yard; SY= Square Yard; EA= Each

EXHIBIT B

	2026										
	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Senior Engineer	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Project Administrator	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
CEI Inspector	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
RCS/CCS											
CEI Insp. Asphalt Rdwy/Plant							0.5		0.5		
Secretarial/Admin	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2

	2027									
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct
Senior Engineer	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Project Administrator	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
CEI Inspector	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.1
RCS/CCS										
CEI Insp. Asphalt Rdwy/Plant					0.5	0.5	0.5			
Secretarial/Admin	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.1	0.1

	Tot MM	Tot MH	Rate	Total Labor
Senior Engineer	2.1	357	$ 241.06	$ 86,058.42
Project Administrator	2.1	357	$ 203.70	$ 72,720.90
CEI Inspector	10.1	1717	$ 82.09	$ 140,948.53
RCS/CCS	0	0	$ 82.21	$ -
CEI Insp. Asphalt Rdwy/Plant	2.5	425	$ 82.09	$ 34,888.25
Secretarial/Admin	4	680	$ 67.05	$ 45,594.00
			Total =	$ 380,210.10

Laboratory Testing	$	12,000.00
Post Design Services	$	-
Total Project Estimate	$	392,210.10

Estimated Start Date: Feb

Pre Construction: 30

Estimated Duration (Days): 600

Estimated Completion (Days): 30

Total Project Days: 660

EXHIBIT F - BID PRICE SHEET

26-B-20KW, NEW SMYRNA BEACH CORBIN PARK STORMWATER IMPROVEMENTS

PART A: GENERAL REQUIREMENTS

				Cathcart	
Item	**Item Name & Category**	**Total Quantity**	**Unit**	**Unit Price**	**Item Price**
	GENERAL REQUIREMENTS				
1	Mobilization and Demobilization (Maximum 5.0% of the total Contract Price)	1	LS	$ 681,422.00	$ 681,422.00
2	General Requirements, Bonds, and Permits	1	LS	$ 411,680.00	$ 411,680.00
3	Indemnification	1	LS	$ 100.00	$ 100.00
4	Maintenance of Traffic	1	LS	$ 368,000.00	$ 368,000.00
5	Layout Survey, Utility Locates, and As-Built Survey	1	LS	$ 744,854.00	$ 744,854.00
6	Semi-Annual Public Meetings	6	EA	$ 7,350.00	$ 44,100.00
7	Clearing and Grubbing	1	LS	$ 981,687.00	$ 981,687.00
8	Erosion Control and Stormwater Pollution Prevention	1	LS	$ 396,272.00	$ 396,272.00
9	Utility Clearance	1	LS	$ 58,000.00	$ 58,000.00
10	Civil Allowance	1	ALL	$ 50,000.00	$ 50,000.00
Subtotal Part A: General Requirements					**$ 3,736,115.00**

BID FORM

PART B: PAVING & DRIVEWAY RESTORATION

				Cathcart	
Item	**Item Name & Category**	**Total Quantity**	**Unit**	**Unit Price**	**Item Price**
	PAVING AND DRIVEWAY RESTORATION				
11	Remove and Replace Gravel Driveway	160	SY	$ 61.00	$ 9,760.00
12	Remove and Replace Concrete Driveway	2,200	SY	$ 187.00	$ 411,400.00
13	Remove and Replace Brick/Stamped Driveway	150	SY	$ 290.00	$ 43,500.00
14	Remove and Replace Ribbon Curb	4,810	LF	$ 59.00	$ 283,790.00
15	Remove and Replace Drop Curb	110	LF	$ 84.00	$ 9,240.00
16	Remove and Replace Asphalt Pavement – City Right-of-Way	330	SY	$ 325.00	$ 107,250.00
17	Remove and Replace Asphalt Pavement – County Right-of-Way	3,510	SY	$ 325.00	$ 1,140,750.00

18	Mill and Resurface – City Right-of-Way	230	SY	$ 77.00	$ 17,710.00
19	Mill and Resurface – County Right-of-Way	4,310	SY	$ 68.00	$ 293,080.00
20	Remove and Replace Shell Road	130	SY	$ 67.00	$ 8,710.00
21	Restoration	10,700	LF	$ 33.00	$ 353,100.00
22	Geotechnical/Material Testing	1	ALL	$ 30,000.00	$ 30,000.00
Subtotal Part B: Paving and Driveway Restoration					**$ 2,708,290.00**

BID FORM
PART C: STORMWATER SYSTEM

				Cathcart	
Item	**Item Name & Category**	**Total Quantity**	**Unit**	**Unit Price**	**Item Price**
	STORMWATER SYSTEM				
23	Inlet Demolition	12	EA	$ 4,500.00	$ 54,000.00
24	Mitered End Section (MES) Demolition	6	EA	$ 1,800.00	$ 10,800.00
25	18" Headwall Demolition	2	EA	$ 2,400.00	$ 4,800.00
26	12" Pipe Demolition	350	LF	$ 43.00	$ 15,050.00
27	18"x12" Pipe Demoltion	140	LF	$ 53.00	$ 7,420.00
28	23"x14" Pipe Demoltion	270	LF	$ 58.00	$ 15,660.00
29	15" Pipe Demolition	670	LF	$ 58.00	$ 38,860.00
30	18" Pipe Demolition	820	LF	$ 60.00	$ 49,200.00
31	24" Pipe Demolition	500	LF	$ 65.00	$ 32,500.00
32	18" Pipe Grout Fill and Abandon	140	LF	$ 80.00	$ 11,200.00
33	Type 'C' Inlet	23	EA	$ 8,700.00	$ 200,100.00
34	Type 'E' Inlet	45	EA	$ 13,870.00	$ 624,150.00
35	Type 'G' Inlet	42	EA	$ 19,250.00	$ 808,500.00
36	Type 'H' Inlet	1	EA	$ 17,540.00	$ 17,540.00
37	12" Mitered End Section (MES)	7	EA	$ 1,500.00	$ 10,500.00
38	15" Mitered End Section (MES)	3	EA	$ 4,500.00	$ 13,500.00
39	18" Mitered End Section (MES)	1	EA	$ 4,550.00	$ 4,550.00
40	15" Concrete Endwall	3	EA	$ 6,500.00	$ 19,500.00
41	Storm Manhole (4' Diameter)	1	EA	$ 9,745.00	$ 9,745.00
42	Storm Manhole (5' Diameter)	4	EA	$ 15,470.00	$ 61,880.00
43	12" PVC Storm	170	LF	$ 140.00	$ 23,800.00
44	12" RCP Storm	60	LF	$ 165.00	$ 9,900.00

45	15" RCP Storm	520	LF	$ 195.00	$ 101,400.00
46	18" RCP Storm	1,390	LF	$ 205.00	$ 284,950.00
47	24" RCP Storm	6,560	LF	$ 275.00	$ 1,804,000.00
48	36" RCP Storm	5,610	LF	$ 390.00	$ 2,187,900.00
49	48" RCP Storm	60	LF	$ 917.00	$ 55,020.00
50	18" Corrugated Plastic Pipe (CPP)	20	LF	$ 350.00	$ 7,000.00
51	18"x12" ERCP	130	LF	$ 250.00	$ 32,500.00
52	23"x14" ERCP	60	LF	$ 295.00	$ 17,700.00
53	30"x19" ERCP	600	LF	$ 350.00	$ 210,000.00
54	38"x24" ERCP	80	LF	$ 700.00	$ 56,000.00
55	24-inch Flap Gate Valve	1	EA	$ 35,000.00	$ 35,000.00
56	36-inch Flap Gate Valve	2	EA	$ 43,000.00	$ 86,000.00
57	48-inch Flap Gate Valve	1	EA	$ 75,000.00	$ 75,000.00
Subtotal Part C: Stormwater System					**$ 6,995,625.00**

BID FORM
PART D: UTILITY IMPROVEMENTS DUE TO STORMWATER INSTALLATION

				Cathcart	
Item	**Item Name & Category**	**Total Quantity**	**Unit**	**Unit Price**	**Item Price**
	UTILITY IMPROVEMENTS DUE TO STORMWATER INSTALLATION				
58	Cut and Cap, Abandon 6" Water Main, Grout and Fill	100	LF	$ 65.00	$ 6,500.00
59	Vertical Transition – 4" PVC Force Main (Includes Fittings)	3	EA	$ 27,000.00	$ 81,000.00
60	Horizontal Transition – 4" PVC Force Main (Includes Fittings)	1	EA	$ 30,000.00	$ 30,000.00
61	Vertical Transition – 6" PVC Water Main (Includes Fittings)	9	EA	$ 37,000.00	$ 333,000.00
62	Horizontal Transition – 6" PVC Water Main (Includes Fittings)	5	EA	$ 28,000.00	$ 140,000.00
63	Vertical Transition – 8" PVC Water Main (Includes Fittings)	16	EA	$ 42,000.00	$ 672,000.00
64	Horizontal Transition – 8" PVC Water Main (Includes Fittings)	6	EA	$ 33,000.00	$ 198,000.00
65	Vertical Transition – 8" PVC Force Main (Includes Fittings)	2	EA	$ 46,000.00	$ 92,000.00
66	Vertical Transition – 12" PVC Water Main (Includes Fittings)	2	EA	$ 64,000.00	$ 128,000.00
67	Horizontal Transition – 12" PVC Water Main (Includes Fittings)	1	EA	$ 38,000.00	$ 38,000.00
68	Vertical Transition – 20" PVC Water Main (Includes Fittings)	2	EA	$ 78,000.00	$ 156,000.00
69	Vertical Transition – 20" PVC Reclaimed Water Main (Includes Fittings)	1	EA	$ 76,500.00	$ 76,500.00
70	6" Insertion Valve	2	EA	$ 18,000.00	$ 36,000.00
71	8" Insertion Valve	3	EA	$ 19,000.00	$ 57,000.00
72	12" Insertion Valve	3	EA	$ 32,000.00	$ 96,000.00
73	20" Insertion Valve	4	EA	$ 91,000.00	$ 364,000.00
74	6"x8" Wet Tap and Valve	2	EA	$ 12,000.00	$ 24,000.00
75	4" Plug Valve	1	EA	$ 5,000.00	$ 5,000.00
76	1" Water Service – Short Side	6	EA	$ 3,000.00	$ 18,000.00
77	1" Water Service – Long Side	6	EA	$ 4,500.00	$ 27,000.00
78	6" PVC Water Main (Includes Fittings)	390	LF	$ 278.00	$ 108,420.00
79	8" PVC Water Main (Includes Fittings)	170	LF	$ 305.00	$ 51,850.00

80	4” PVC Force Main (Includes Fittings)	1,060	LF	$ 135.00	$ 143,100.00
81	Fire Hydrant Assembly	1	EA	$ 13,575.00	$ 13,575.00
82	Utility Allowance	1	ALL	$ 50,000.00	$ 50,000.00
Subtotal Part D: Utility Improvements Due to Stormwater Installation					**$ 2,944,945.00**

SUMMARY OF COSTS

		Cathcart	
	Subtotal Part A: General Requirements		$ 3,736,115.00
	Subtotal Part B: Paving and Driveway Restoration		$ 2,708,290.00
	Subtotal Part C: Stormwater System		$ 6,995,625.00
	Subtotal Part D: Utility Improvements Due to Stormwater Installation		$ 2,944,945.00
	Payment and Performance Bond		$ 198,000.00
Total Price (Inclusive of Performance and Payment Bond)			**$ 16,582,975.00**

Bid Alternates

				Cathcart	
Item	**Item Name & Category**	**Total Quantity**	**Unit**	**Unit Price**	**Item Price**
ALT-1	Excavatable Flowable Fill	40	CY	$ 1,425.63	$ 57,025.01
ALT-2	6" Linestop	2	EA	$ 33,275.01	$ 66,550.01
ALT-3	8" Linestop	3	EA	$ 37,650.01	$ 112,950.02
ALT-4	12" Linestop	3	EA	$ 45,656.26	$ 136,968.78
ALT-5	20" Linestop	4	EA	$ 79,912.51	$ 319,650.04

LS=Lump Sum; LF= Linear Foot; CY=Cubic Yard; SY= Square Yard; EA= Each

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE FLAGLER TAVERN ST. PATRICK'S DAY CELEBRATION 2026, TO BE HELD ON TUESDAY, MARCH 17, 2026.

March 10, 2026

Background:

The Flagler Tavern requests the approval to present their St. Patrick's Day Celebration 2026, to be held on Tuesday, March 17, 2026, between the hours of 12pm and 10pm, with breakdown complete by 12am. The event is being held in the Flagler Tavern, they are requesting extension of the event premises to include the business parking lot at 414 Flagler Avenue. There will be no admission charge to the event, with an anticipated 250 attendees. This event has been held yearly. Entertainment will be provided by DJ Nique through the use of a sound system/speakers, between 12pm until 10pm. Flagler Tavern will provide two Port-O-Lets on site for public restroom facilities. The event will have alcoholic beverage sales within the parking lot area. All alcohol consumption will be restricted to the area inside a fenced perimeter, with designated entry/exit points. Alcoholic beverages will be sold through the Flagler Tavern, licensee to sell alcohol. Private security for the event will be provided by the Flagler Tavern. On-site parking will be available, with no restricted or obstructed public sidewalks or streets.

Findings:

Staff recommends approval of the Flagler Tavern St. Patrick's Day Celebration 2026, to be held on Tuesday, March 17, 2026.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

Flager Tavern St Pats Celebration Tues March 17 2026.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Flagler Tavern St. Patricks Day Celebration

Event Date: March 17, 2026 Tuesday

Contact Information: Elaine Stathakis 415-336-0194

Brief Event Description: Extension of Tavern operations into parking lot

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		2/17/26
~~John Haverly~~ Kevin Precourt	Public Works	2205	jhaverly@cityofnsb.com		2-17-26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		2-17-26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com		2-3-26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	2-3-26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	2-3-26
Lauren Gawel	Bldg. Department	2800	lgawel@cityofnsb.com		2/3/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		2/3/26

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

Planning - Need siteplan

LS Major Special Event - Alcohol

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 2-17-26

Road Closures:

N/A

City Commission Approval Required? Yes ☑ No ☐ **Agenda Date** 3-10-26 **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 25727196
Submission Date/Time: 01/06/2026 at 11:48 am
Form Status: Draft
Patron Email Address: marketing@flaglertavern.com
Household: #260 Name: Elaine Stathakis

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Flagler Tavern St. Patrick's Day Celebration

Name of Producer and/or Promoter

The Flagler Tavern

Type of Organization

For-Profit

Address

414 Flagler Avenue

City

New Smyrna Beach

State

FL

Zip Code

32169

Work Phone

(386)402-8861

Home Phone

(415)336-0194

Fax

Special Event Application

Website

flaglertavern.com

Billing Information:

Is the party responsible for billing the same as above?

No

If no, please provide the proper information below.

Name

Cheryl Perry, Accounts Payable Flagler Tavern

Address

414 Flagler Avenue, New Smyrna Beach, FL 32169

EVENT INFORMATION:

Date(s) Requested

3/17/2026

Location of Event

Flagler Tavern Parking Lot

Description of Event

Extension of premise to include a portion of the Flagler Tavern parking lot for St Patrick's Day

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

No

Will fees be collected on-site before/during the event?

No

Event Date:

03/17/2026

Event Start Time:

12:00 pm

Special Event Application

Event End Time:

10:00 pm

Set Up Start Time:

08:00 am

Setup End Time:

12:00 pm

Breakdown Start Time:

10:00 pm

Breakdown End Time:

12:00 am

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Social Media

Anticipated number of attendees?

250

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

2018 to 2025 on St Patrick's Day 3/17

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

DJ Music - DJ Nique, Flagler Tavern's inhouse DJ.

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

DJ Nique

Type of System:

PA/Speakers

Sound Start Time:

12:00 pm

Sound End Time:

10:00 pm

Will there be carnival games and/or rides?

No

If yes, please describe the types of games and/or rides.

Special Event Application

Name of Contractor

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

No

If yes, complete below.

How many vendor locations do you hope to accomodate?

0

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Will there be food trucks at this event?

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

No

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Flager Tavern

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

For-Profit

PROMOTION: </B>

At what level will the event be promoted?

Local

What type of publicity will be used?

Internet

Telephone number to be released for public information

386-402-8861

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

Requesting 2 Roadside Banners

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

1 20x20 Tent + 4 10x10 Tents

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

No

Will there be any road closures?

No

If yes, City Commission approval will be required.

If yes, list road name(s):

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

No

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

2

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

Private Flagler Tavern security will be provided

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Elaine Stathakis 415-336-0194

Contact Name & Phone Number (2):

Debbie Morton 518-573-1858

Upload Site Map

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

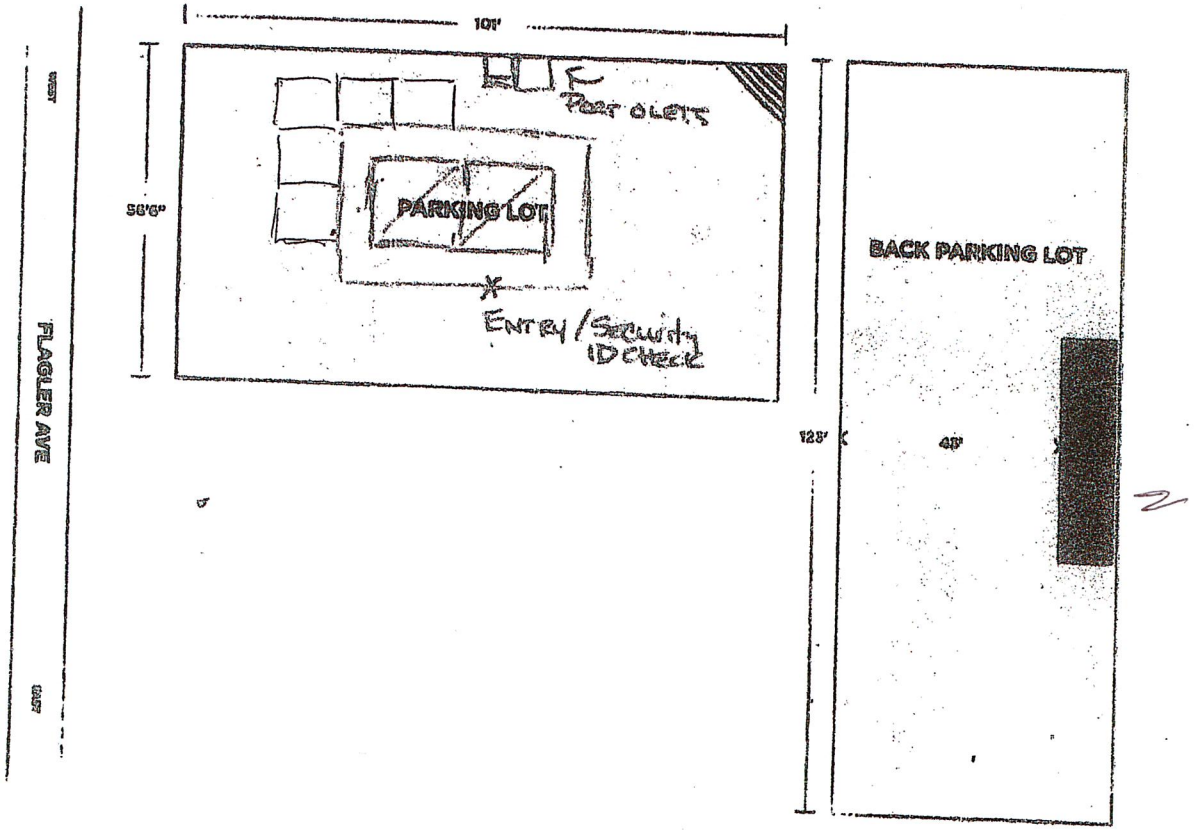
Printed Name:

Special Event Application

Elaine Stathakis

Date:

01/06/2026


101'
PORT O LETS
PARKING LOT
56'6"
ENTRY / Security ID Check
FLAGLER AVE
BACK PARKING LOT
123'
40'

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE SHARK BITE HALF WEEKEND EVENT, TO BE HELD ON SATURDAY JANUARY 16, 2027, AND SUNDAY JANUARY 17, 2027.

March 10, 2026

Background:

*Red Pointer Productions requests approval to present their 2027 Shark Bite Half Weekend Event, to be held on Saturday January 16th and Sunday January 17, 2027. The Expo/Packet Pickup will be on Saturday, January 16th, from 6:30am-12:00pm on North Orange Street between Julia and Canal Streets. Parking on Saturday will be located in/around the whole Canal Street District. The Feeding Frenzy 5k will also be held on Saturday January 16th from 8:00am to 9:30am on a fully closed road course. This course will require closing Canal Street starting at US 1 continuing eastbound to Riverside Drive, proceeding southbound to 8th Street. The left southbound US 1 turning lane onto Canal Street and Canal Street between the intersection of Orange St and US 1 will be closed from 6:00am until 12pm. The course will be reopened on a rolling basis as the last runner gets closer to Canal Street and Riverside Drive. All side streets intersecting the racecourse will be barricaded for runner safety.

The Shark Bite Half Marathon and 5k on Sunday, January 17th, will be held from 7:30am to 11:30am; with various closures required along the course and the course will have some portions open to vehicle traffic during the race. At both day's event locations each will have a DJ playing music between 7am until 12pm for attendees. The following streets will be closed during the half marathon and 5k event: Buenos Aires(all morning) where the race will begin at the beach approach under the "Flagler Ave." sign proceeding westbound on Flagler Avenue to Riverside Drive turning northbound to Wayne Ave, turning Southbound continuing through the downtown area then returning over the South Causeway(break down lane/one lane) to Saxon Drive southbound and turn right onto Sandpiper Street then u-turning eastbound to Schoolway Avenue through to eastbound 27th then left onto S. Atlantic Avenue northbound from 27th to 3rd (one lane) ending at Flagler Avenue. The event will have alcoholic beverage sales and consumption within the fenced boardwalk parking lot festival/beer garden area with designated entry/exit points. Required event security and emergency services will be provided by City of NSB Police and Fire services to include traffic control. Sunday parking will be located in/around the whole Flagler Avenue District.

Findings:

Staff recommends the approval of the Shark Bite Half Weekend Event, to be held on

Saturday January 16, 2027 and Sunday January 17, 2027.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:
No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

2027 Shark Bte Half Weekend Event Jan 16 & 17 2027.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Shark Bite Half Weekend

Event Date: Jan 16-17, 2027

Contact Information: Joe Matuszczak 352-215-3134

Brief Event Description: Half Marathon + 5K Events

Staff Reviewed:

Name	Department	Ext.	E-mail	Signature	Date
Rob Salazar	Leisure Services	2890	rsalazar@cityofnsb.com		2/3/26
~~John Haverly~~ Ken Pruett	Public Works	2205	jhaverly@cityofnsb.com		2-3-26
Stephanie Doster	Planning & Dev.	2800	sdoster@cityofnsb.com		2/3/26
Don Wiech	Fire Department	7631	dwiech@cityofnsb.com	Donald R Wiech	2/3/26
William Helms	Police Department	2297	whelms@cityofnsb.com	Sgt. W. Helms	2/3/26
Barbara Bobelak	Code Enforcement	2800	bbobelak@cityofnsb.com	Barbara Bobelak	2/3/26
Lauren Gawel	Bldg. Department	2800	lgawel@cityofnsb.com	Lauren Gawel	2/3/26
Steven Mendygral	Parking	2609	smendygral@cityofnsb.com		2/3/26

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

PD- Same officer requirements as last year, please request 14 ofcs and 1 supervisor for Shark Bite/Feeding Frenzy 1 ofc + 1 supervisor.

Planning-Alcohol permit required

LS Major Special Event

Banner Request: Yes ☑ No ☐ **Entered into RecTrac** _____ **Agenda Item Complete** 2-19-26

Road Closures:

1/16/27 Canal St 6 Am to 12 PM, Majority closed 7:45 to 9:15 opens after last runner

Canal area Orange to US 1 closed 6 am to 12 pm. Riverside from Canal to 8th

Closed 7:45 Am to 9 am, opens as last runner comes thru. More see attached.

City Commission Approval Required? Yes ☑ No ☐ **Agenda Date** 3-10-26 **City Event?** Yes ☐ No ☑

Special Event Application

Form Submission ID: 26234775
Submission Date/Time: 02/02/2026 at 11:50 am
Form Status: New
Patron Email Address: redpointerproductions@gmail.com
Name: Joe Matuszczak

CITY OF NEW SMYRNA BEACH SPECIAL EVENT APPLICATION

SPECIAL EVENTS: A Special Event is an event which, by itself or in conjunction with other events occurring during the same time (such as during a community wide event), is likely to have an impact on the community, including but not limited to factors such as traffic, noise, or other aspects of public health, safety and welfare. Special Events must be approved in advance by the City Commission at which time staff will make their recommendation. Application for Special Events must be submitted at least thirty (30) days in advance of the requested event. This application is not a permit to conduct a special event.

Name of Event

Shark Bite Half Weekend

Name of Producer and/or Promoter

Red Pointer Productions

Type of Organization

For-Profit

Address

620 N Arlington Ave

City

Deland

State

FL

Zip Code

32724

Work Phone

(352)215-3134

Home Phone

(352)215-3134

Fax

na

Special Event Application

Website

www.SharkBiteHalf.com

Billing Information:

Is the party responsible for billing the same as above?

Yes

If no, please provide the proper information below.

Name

Address

EVENT INFORMATION:

Date(s) Requested

1/16/27 - 1/17/27

Location of Event

1/16/27 - Canal St, 1/17/27 Flagler Ave

Description of Event

Half Marathon & 5k events. High quality production, small beach town vibes, lots of healthy fun.

Site Plans are required and must include: Pedestrian AccessParking and Vehicular AccessLocation of Port-O-Lets (if any)Dumpsters and/or Trash CansNumber and Location of Vendor Display Areas Venue/Stage (if any)TentsBarricades/Cones Insurance: An insurance policy naming the City of New Smyrna Beach additionally insured for a minimum of $1,000,000 must be provided no later than five days prior to the scheduled event. Proof of insurance is required for all events if applicable.

Will an admission fee be charged at or prior to the event?

Yes

Will fees be collected on-site before/during the event?

Yes

Event Date:

01/16/2027

Event Start Time:

08:00 am

Special Event Application

Event End Time:

01:00 pm

Set Up Start Time:

04:00 am

Setup End Time:

02:30 pm

Breakdown Start Time:

09:00 am

Breakdown End Time:

01:00 am

Alternative Date:

How will the general public be notified about a cancellation/ postponement of the event?

Email & Social Media

Anticipated number of attendees?

3000

Have you held this event in the City of New Smyrna Beach previously?

Yes

If yes, when?

Same place and weekend for last 11 years.

Have you held this event in another city?

No

If yes, list location(s):

Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason?

No

NOTE: Temporary buoys and markers may be placed with approval from the U.S. Coast Guard. Also, water rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice.

Special Event Application

Will the special event involve the use of aircraft?

No

NOTE: All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. Also, all operators of any type of aircraft being used shall provide the city with a certificate of insurance coverage. Insurance coverage shall provide liability insurance protection for the City in the amount of not less than $1,000,000 per person for bodily injury or death, $2,000,000 per occurrence of death, and $500,000 per occurrence for property damage, naming the City of New Smyrna Beach as â€œadditionally insured.â€•

Will the special event involve the use of motorcycles?

No

<b> ENTERTAINMENT: </B>

Will there be entertainment?

Yes

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Race DJ

Will you be using a sound system?

Yes

NOTE: The Cityâ€™s Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

Name of Contractor

Race DJ - Ormond Beach

Type of System:

Yamaha PA

Sound Start Time:

07:00 am

Sound End Time:

11:30 am

Will there be carnival games and/or rides?

Yes

If yes, please describe the types of games and/or rides.

Special Event Application

Mechanical Shark

Name of Contractor

Xtreme Entertainment

Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

Insurance Company

Policy Number

<B> SPECIAL EFFECTS: </B>

Will there be any special effects used?

No

Type of Effects:

Effect Time: Date:_____Start:____a.m./p.m. End: _____a.m./p.m.

Location of Special Effects

Effects Producer/Company Name

Address

Phone Number

Fax Number

Proof of insurance is required for all special events.

Insurance Company

Policy Number

NOTE: A permit from the New Smyrna Beach Fire Department will be required.

Special Event Application

<b> PARADES: </B>

Will this be considered a parade?

No

If yes, complete below.

How many will participate?

0

Plan of route attached?

No

Parade Time: Date:____Start:____a.m./p.m. End:____a.m./p.m.

Breakdown: Date:____Start:____a.m./p.m. End:____a.m./p.m.

<b> PROPOSED RETAIL SALES: </B>

Will there be any retail sales?

Yes

If yes, complete below.

How many vendor locations do you hope to accomodate?

15

Type of vending (including number of each): Clothing, Food/Beverage, Jewelry, Other (describe)

Running Specific Brands - 8
Local Businesses - 8

Will there be food trucks at this event?

No

Special Event Application

PROPOSED SPONSORS: </B>

Will there be any sponsors?

Yes

If yes, complete below.

How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising)

1-4

ALCOHOLIC BEVERAGES/LIQUOR LIABILITY:

Will alcoholic beverages be dispensed, provided, or served?

Yes

If yes, complete below.

Name of organization licensed to sell alcohol at the event:

Red Pointer Running

Limit of liquor liability coverage, if required, will not be less than $500,000.

The organization hosting the event is:

Non-Profit/501C-3 (see below)

PROMOTION: </B>

At what level will the event be promoted?

Regional

What type of publicity will be used?

Internet

Telephone number to be released for public information

352-215-3134

Special Event Application

<b> SIGNS: </B>

Will you be using signs at your event?

Yes

How many signs and what dimensions?

100 - all 24x18 inch yard signs

Will you use temporary structures?

Yes

How many tents exceeding 120 square feet or greater?

0

Tent locations and sizes must be included on the site plan.

Please see site plan maps.

List the state-certified electrical contractor that will accept responsibility for the quality and code compliance of electrical work performed on behalf of the applicant?

na

<b> TRAFFIC AND PARKING: </B>

Will normal traffic patterns be altered by the event?

Yes

Will there be any road closures?

Yes

If yes, City Commission approval will be required.

If yes, list road name(s):

1/16/27
Canal Street 6-12 (majority of Canal is only closed 7:45-9:15 then opens after last runner. Area of Canal from Orange to US1 is closed from 6-12.
Riverside from Canal to 8th 7:45-9:00 (opens as last runner comes through)
1/17/26
Buenos Aires - 5:00 am - 12:30 pm
South Causeway from Bouchelle Island to Saxon - 7:30 - 10:00am
Saxon from South Causeway to Trailhead 7:30 - 10:30 am
A1A S. Atlantic from 27th to 3rd - 7:30 am - 11:00 am

Will public parking areas, streets, sidewalks, etc., be restricted or obstructed?

Yes

Special Event Application

PORT-O-LETS & SANITATION:

How many Port-O-Lets will be on-site?

1/16 - 12-16, 1/17 - 30

The location of the Port-O-Lets must be included on the site plan.RECOMMENDATION: One toilet is recommended for every 300 people attending an event. If public toilets are not available at the event site, one ADA accessible toilet is required for the first 300 people, and a minimum of 5% of the restrooms must be ADA accessible. If there is a beer/ alcohol being served at the event, the recommended ratio for toilets per is 1:150 people. Existing park toilets count towards the toilet per anticipated attendee ratio. If dumpster service is needed it is required that refuse service be provided through the Cityâ€™s Public Works Department. The dumpster service, fee schedule, and information pertaining to recycling can be obtained by contacting the Public Works Department at 386-424-2212. Payment arrangements should be made prior to the event though the Public Works Department. Trash receptacles and recycling containers are to be provided by the applicant and must be located not only on event grounds, but in parking areas as well. Event grounds must be completely cleared of trash and all receptacles removed by the end of the event and is the sole responsibility of the applicant.

I acknowledge the above Port-O-Lets & Sanitation requirements:

yes

SECURITY/EMERGENCY FIRE/MEDICAL SERVICES:

What are your plans for providing security at the event?

NSB PD & Red Pointer Staffing

The New Smyrna Beach Police and Fire Department will evaluate the events security measures to determine if the measures are sufficient to run a safe event. The New Smyrna Beach Police and Fire Department reserve the right to require additional security measures.There will be a minimum requirement of five (5) business days to evaluate the event requirements.NOTE: All events held on City/Public property require the use of City Police and Fire personnel if additional security measures are required.

CONFIRMATION:

Event Contact Information: Please provide the name of the contact person who will be available on-site at all times. Depending on the length of the event, this may require several people. Please list the contact person for each period of time.

Contact Name & Phone Number (1):

Joe Matuszczak - 352-215-3134

Contact Name & Phone Number (2):

Dan Matuszczak - 386-956-2670

Upload Site Map

\Question Answers Only\602\FL19039TY - Shark Bite Half Marathon.pdf

Upload Documents

I understand that this is an application only and does not obligate the City in any fashion to reserve any facility or approve any event.

Printed Name:

Special Event Application

Joseph S Matuszczak

Date:

02/02/2026

Shark Bite Half Marathon & 5k, Feeding Frenzy 5k, Shark Bite Expo

When:

January 16 & 17, 2027
New Smyrna Beach, FL

Start Times:

Shark Bite Expo/Packet Pickup
Saturday January 16, 2027
6:30 am - 12:00 noon

- In front of Fleet Feet Sports on Orange Ave between Canal & Julia
- Expecting 1000+ Runners plus Spectators/Families
- Runners can pick up packets and check out various local & running related vendors

Feeding Frenzy 5k
Saturday January 16, 2027
8:00 am - 9:30 am

- Start/Finish corner of Canal & Orange
- Course Open 8:00 am - 9:30 am (road will reopen behind the last runner)
- Expecting 1000+
- This is a fully closed course. We are requesting to close Canal (US-1 to Riverside) and Riverside (Canal to 8th). This offers the participants the safest possible route to run showcasing NSB beauty. We will be barricading off all of the side streets along the route to keep local traffic out.
- The area on Canal, between Orange Ave & US1, will close at 6:00 AM to prepare to set up for the Start/Finish Line, barricades, etc. This area will remain closed until 12:00 (noon) to allow for post race safety during awards and post race activities. This will open back up to free flowing traffic then.

Shark Bite Half & 5k
Sunday, January 17, 2027
Half - 7:30 am 5k - 7:40 am

- Half Marathon starts 7:30 am (Course Open 7:30 - 11:30 am)
- Half expecting 1000 - 1500 runners
- 5k starts 7:40 (Course Open 7:40 - 9:15 am)
- 5k expecting 1000-1400 runners
- Runners will be notified and sent information about road closures and parts of the course that are open to traffic, etc.
- There will be multiple road closures:
    - Buenos Aires - duration of event

- South Causeway - Saxon - this will only be a small section of S. Causeway (from Bouchelle Island and into Saxon by the pedestrian trail). Other sections will only be a breakdown lane in areas, or the pedestrian trail.
- S. Atlantic from 27th to 3rd. The furthest northbound eastern lane.
- At Saxon and Sandpiper, Police officers will be managing the traffic flow. They will be letting cars go between runners when they deem safe.
- At 27th & S. Atlantic, Police officers will be managing the traffic flow. They will be letting cars go between runners when they deem safe.

Saturday Start/Finish Line

- Located at the corner of Canal and Orange
- The course will be closed for the duration of the race (8:00 am - 9:30 am). Parts of Canal will close from 6:00 am - 12:00 noon.
- Side roads will be barricaded to close off course and protect runners

Sunday Start/Finish Line

- Start Line will be under "Flagler Ave" arch near beach approach
- Finish Line is on Buenos Aires near the corner of Flagler & Buenos Aires
- Flagler Ave Boardwalk Parking Lot will be the Festival/Finish Line zone: packet pickup, vendors, awards, etc will be located in the lot

Courses:

- Course Maps will be attached
- As per NSB PD - NSB PD, COPs, and course Marshalls will be throughout the course.
- Marshalls and Water Stops will have Race Directors number in case of an emergency. They will help inform residents of event, keep participants on course.
- Police and COPs will help with traffic control at important intersections.
- There will be a lead bike/vehicle leading each race.
- Saturday course is open for 1.5 hours, Sunday course is open for 4 hours

Important Locations:

Saturday

- Parking will be located in/around the Canal St District
- There will be 1 water station on the 5k course at the turn around point
- There will be EMS services requested for standby at the Start/Finish area

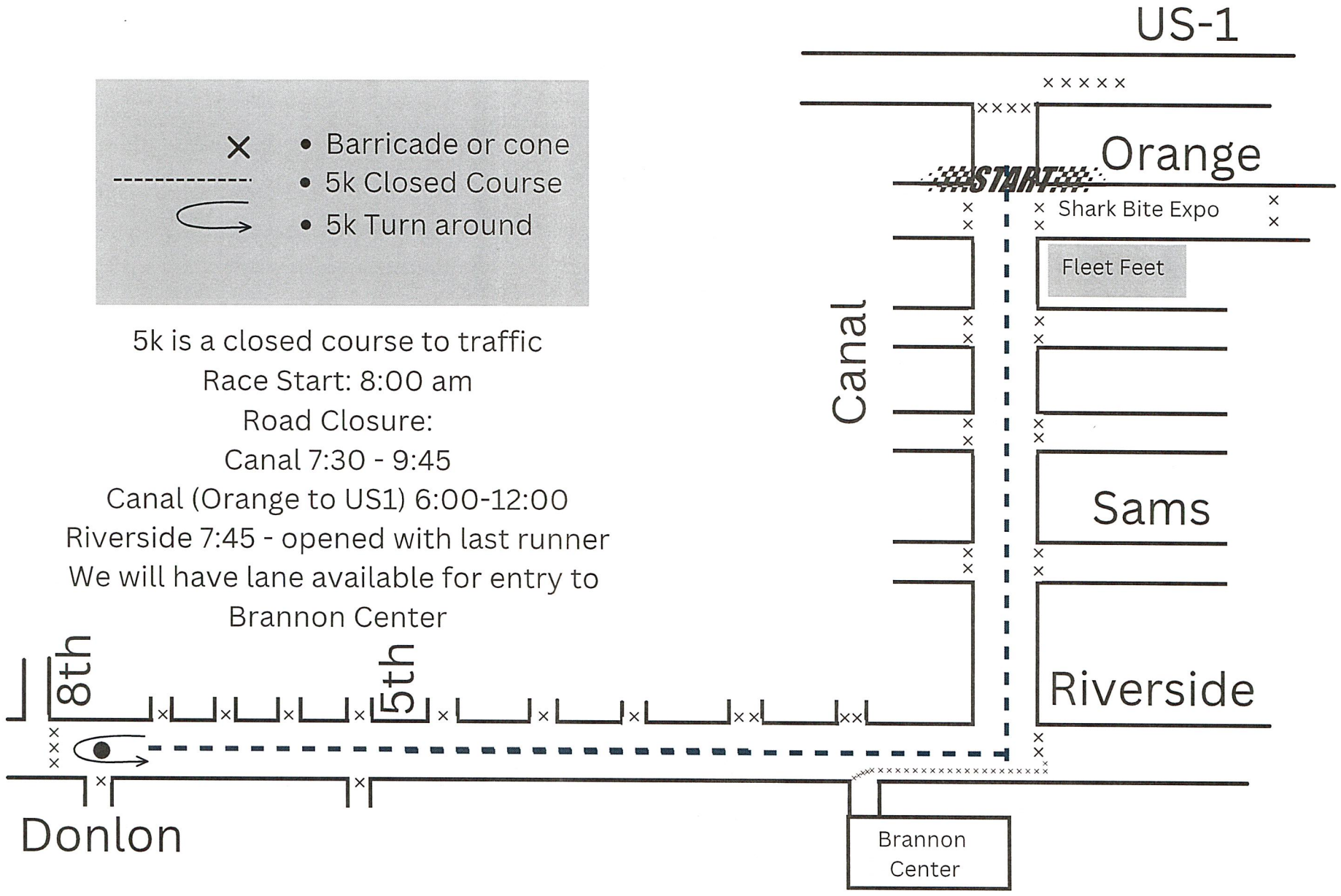
Sunday

- Parking will be located in/around the Flagler Ave District
- There will be water stations every 2 miles on Half course (including portolet) and 1 on the 5k course.
- There will be EMS services requested for standby at the Start/Finish area

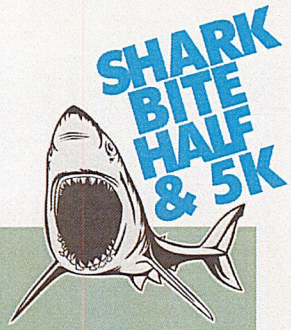
Parking

- Parking on Saturday will be throughout the Historic Canal Street District. The participants will need to abide by all the normal posted parking parameters of the area.
- Parking on Sunday will be throughout the Historic Flagler Ave District. The participants will need to abide by all the normal posted parking parameters of the area.

Feeding Frenzy 5k course



Shark Bite EXPO Layout



FLEET FEET
NEW SMYRNA BEACH

SB Packet Pickup

photo wall

Orange Ave

17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1

1. Once Upon a Coconut
2. My Soxy Feet
3. Turtle Towels
4. Sunshine Cellars
5. FL. Ortho
6. Tailwind Nutrition
7. Altra Running
8. Fleet Feet
9. Revival IV
10. SuperFeet
11. Shokz
12. Clash Endurance
13. Summit Sports Performance
14. St. Pete RunFest
15. Orange Theory Fitness
16. WVR Pacers
17. Palmer Chiro

Road Running Technical Council
USA Track & Field
Measurement Certificate

USATF

recognized by RRCA

Name of course: Shark Bite Half Marathon Distance: 21.0975 km

Location : (state) Florida (city) New Smyrna Beach

Type of course : road race ☑ calibration course ☐

Measuring method : bicycle ☑ steel tape ☐ electronic distance meter ☐

Measured by (name, address, phone & e-mail) Joe Matuszczak 620 N. Arlington Ave, Deland, FL 32724 352-215-3134 redpointerproductions@gmail.com

Race Contact (name, address, phone & email) Joe Matuszczak 620 N. Arlington Ave, Deland, FL 32724 352-215-3134 redpointerproductions@gmail.com

Date(s) when course measured: Jan. 06, 2019

Number of measurements of entire course: 2 Course Configuration: one loop 1 time

Elevation (meters above sea level) Start 3 m Finish 4 m Highest 26 m Lowest 1 m

Straight line distance between start & finish 37 m Drop -0.05 m/km Separation 0.2%

Type of Surface: Paved 100% Dirt 0% Gravel 0% Grass 0% Track 0%

Effective date of certification: Jan. 08, 2019 Certification code: FL19039TY

Notice to Race Director: Use this Certification code in ***all*** public announcements relating to your race

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year ***2029***

AS NATIONALLY CERTIFIED BY

Toni Youngman *Date :* Apr. 3, 2019

Toni Youngman - USATF/RRTC Certifier - 12895 Downstream Circle, Orlando, FL 32828 - (407)619-2797 - toni@runzamok.net

Shark Bite Half Marathon

SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

New Smyrna Beach FL

Official Course Map Points of Interest

Start – Directly Under "Flagler Avenue" sign crossing the road at the beach approach.

Mile 1 – 5' West of TP:UC2698 on N. Causeway

Mile 2 – 24'10" North of TP:UC2892. At Intersection of Mary & N. Riverside

Mile 3 – 88'10" South of TP:UC2908 at Murray & Faulkner

Mile 4 – 58' North of TP:UC6578. Just south of S. Causeway

Mile 5 – 28'6" South of TP:UC6887. Between 7th & 8th St

Mile 6 – 50' South of TP:UC6797. Just South of Live Oak & 3rd St

Mile 7 – 101'6" West of eastern most point of cement wall plus railing on the southside of S. Causeway bridge heading east bound.

Mile 8 – 72'4" East of TP at the West side of driveway to Mon Delice Deli (TP did not have number)

Mile 9 – 56'6" North of LP: UC3390 on Saxon Ave Pedestrian Trail near Saxon & 15th St

Mile 10 – 3'9" East of TP:UC1418 on South side of Sandpiper. Near first entrance to Coronado Cove development.

Turn Around – 49' West of the west end of main shed (going into Indian River Park on left) in the middle of the road before the road splits for round a bout.

Mile 11 – 17' South of TP:12800572-S in front of Chases Restaurant.

Mile 12 – 127'8" South of TP:UC1366 located at the corner of 9th & A1A

Mile 13 – 33'10" South of TP:C1434 in front of Toni & Joe's Restaurant.

Finish – Even with Southern most point of "Flagler Boardwalk Parking Lot Sign" on east side of Buenos Aires directly across from Wild Side Shop.

Cones on Course

- Cone off Canal Street from Orange Ave to Riverside. Keeping participants in the Eastbound Lane
- Cone off breakdown Lane on SR44/A1A from Live Oak to Saxon
- Cone off most east lane of A1A from 27th St to S. Atlantic fork. Keeping participants in the furthest east Northbound lane.

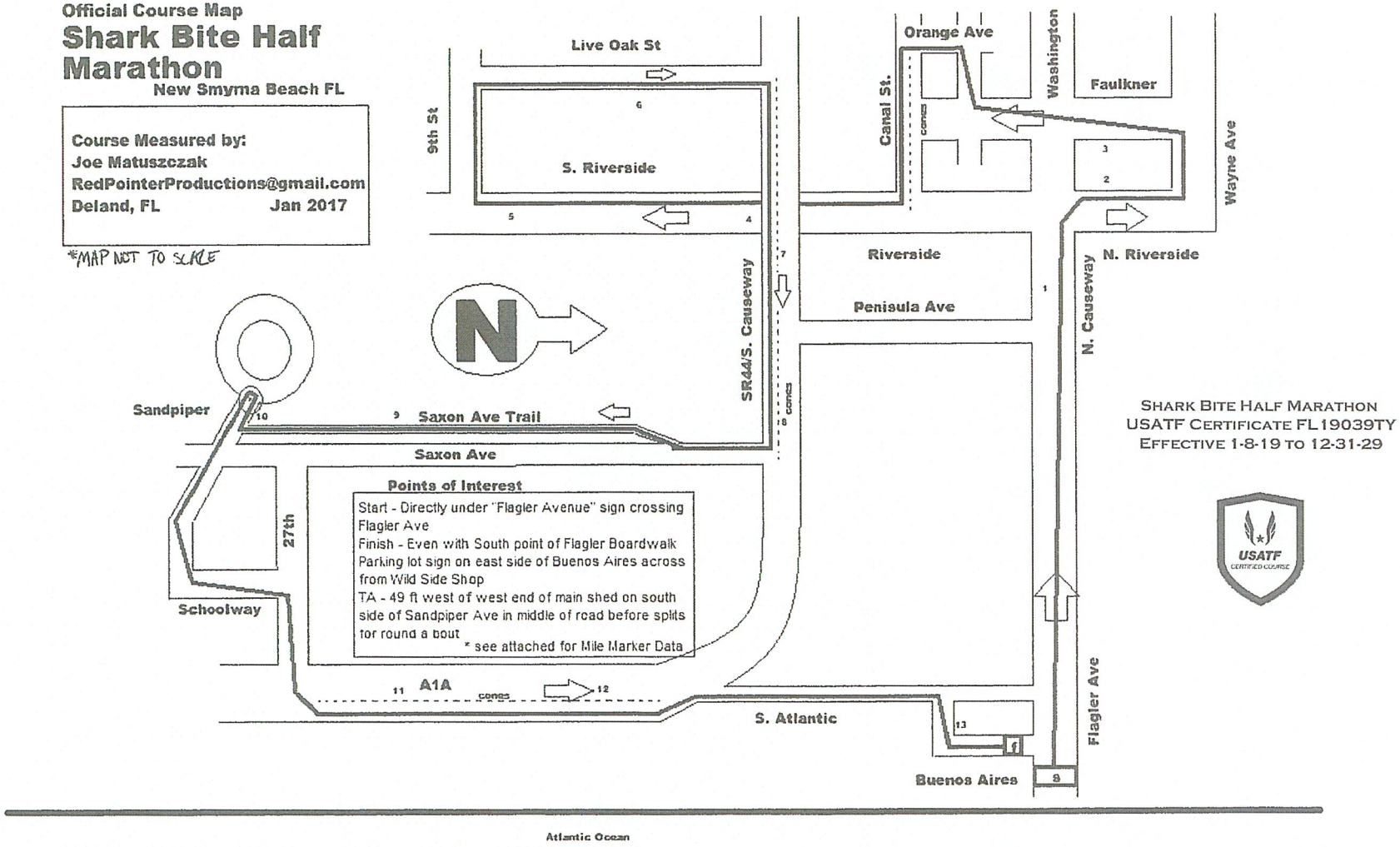
Official Course Map

Shark Bite Half Marathon

New Smyrna Beach FL

Course Measured by:
Joe Matuszczak
RedPointerProductions@gmail.com
Deland, FL Jan 2017

*MAP NOT TO SCALE



SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

USATF CERTIFIED COURSE

Shark Bite Half Marathon 2027

Alcohol Safety and Security Plan

Beer will be served from a portable beer trailer (rented or supplied by distributor). The beer taps will be connected to the trailer and all other beer not in use will be stored in the same beer trailer.

The area designated for beer consumption will be located at the Flagler Avenue Boardwalk parking lot. See the map of the festival/beer garden area. As indicated on the map, the whole parking lot will be barricaded/fenced in with impassable fencing and act as our beer garden.

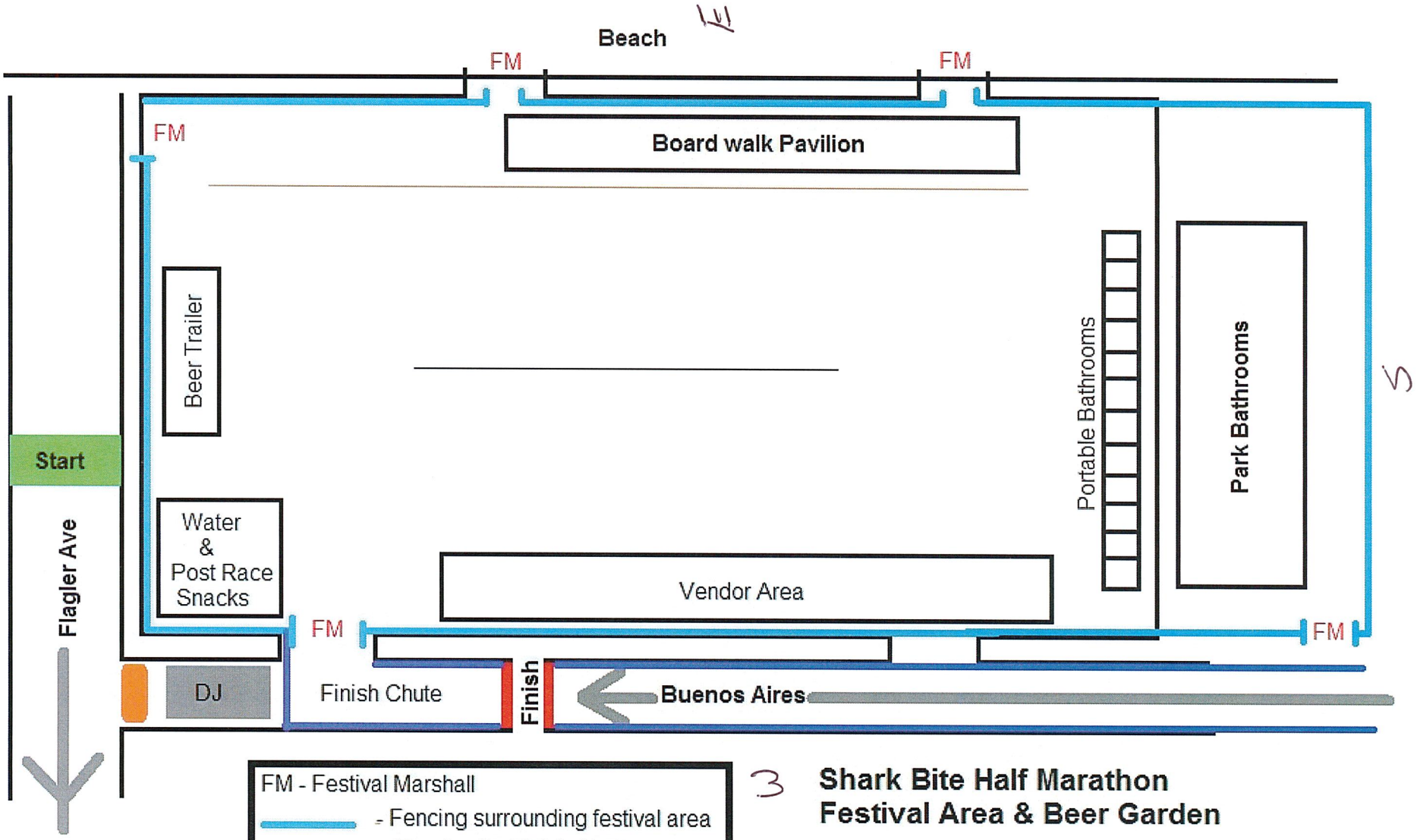
There will be 5 entry points in/out of the festival/beer area. Each entrance will be manned by Festival Marshal (FM). These marshals will be responsible for not allowing alcoholic beverages to exit the designated consumption area. No open containers will be allowed outside this designated area approved by the city.

All individuals that are of age will receive a tear off upon packet pickup. If the individuals serving the alcohol think a participant without a wristband is younger than 40 years of age, they will be required to show photo ID. For all non-registered participants wanting beer they will be required to show a photo ID to receive.

Alcohol will be served in a clear plastic cup or in a container that clearly designates it as an alcoholic beverage.

The individuals serving alcohol will not serve to anyone whose normal faculties appear to be affected by the consumption of alcohol or who appear to be causing a disturbance of any type.

Safety/Security plan provided by: Joe Matuszczak/ Red Pointer/ Shark Bite Half



Shark Bite Half Marathon
Festival Area & Beer Garden

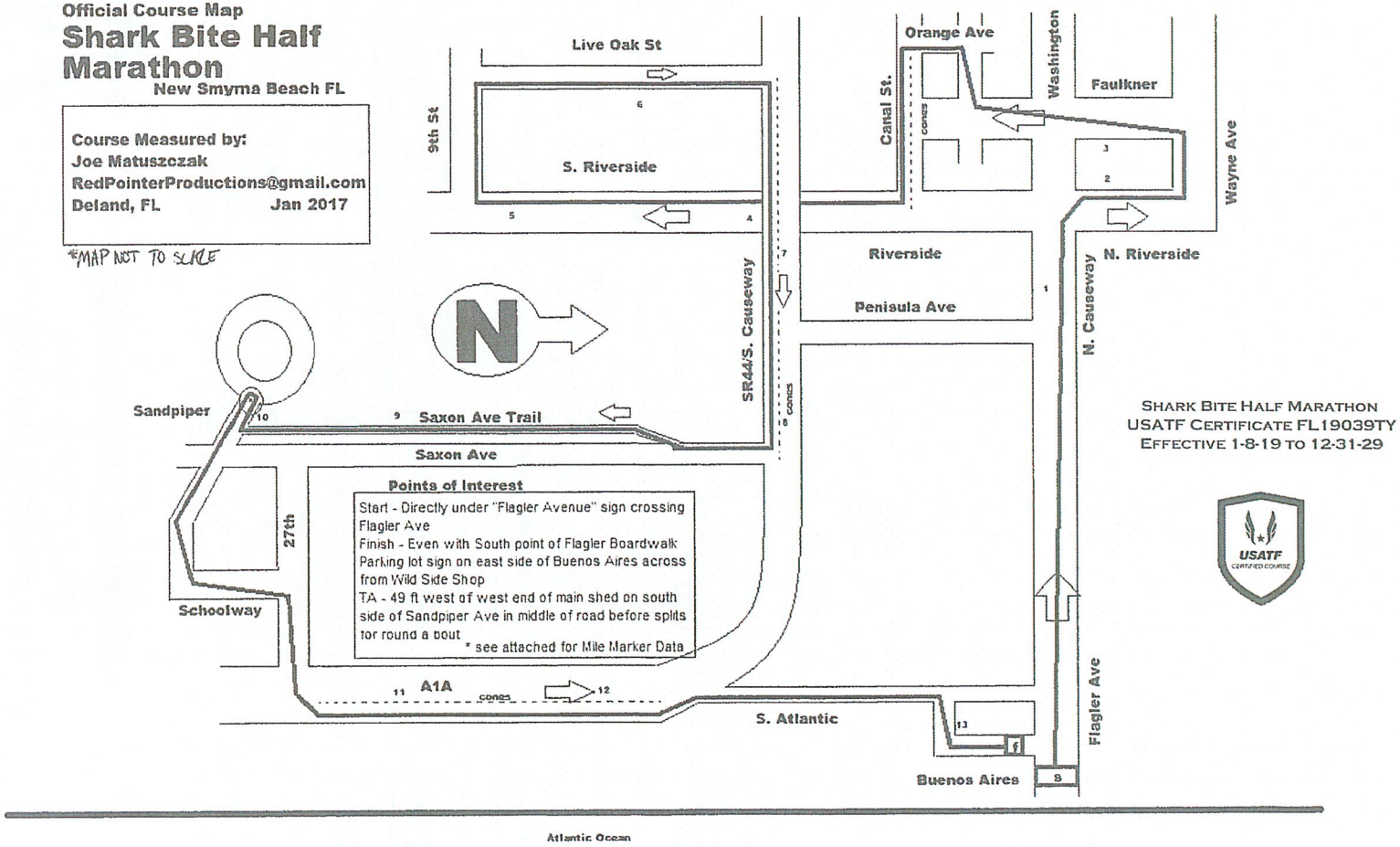
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Shark Bite Half Marathon

New Smyrna Beach FL

Course Measured by:
Joe Matuszczak
RedPointerProductions@gmail.com
Deland, FL Jan 2017

*MAP NOT TO SCALE



SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

USATF CERTIFIED COURSE

Road Running Technical Council
USA Track & Field
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Measuring method : bicycle ☑ steel tape ☐ electronic distance meter ☐

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Race Contact (name, address, phone & email) Joe Matuszczak 620 N. Arlington Ave, Deland, FL 32724 352-215-3134 redpointerproductions@gmail.com

Date(s) when course measured: Jan. 06, 2019

Number of measurements of entire course: 2 Course Configuration: one loop 1 time

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Straight line distance between start & finish 37 m Drop -0.05 m/km Separation 0.2%

Type of Surface: Paved **100%** Dirt **0%** Gravel **0%** Grass **0%** Track **0%**

Effective date of certification: Jan. 08, 2019 Certification code: FL19039TY

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Toni Youngman *Date :* Apr. 3, 2019

Toni Youngman - USATF/RRTC Certifier - 12895 Downstream Circle, Orlando, FL 32828 - (407)619-2797 - toni@runzamok.net

Shark Bite Half Marathon

SHARK BITE HALF MARATHON
USATF CERTIFICATE FL19039TY
EFFECTIVE 1-8-19 TO 12-31-29

New Smyrna Beach FL

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Mile 11 – 17' South of TP:12800572-S in front of Chases Restaurant.

Mile 12 – 127'8" South of TP:UC1366 located at the corner of 9th & A1A

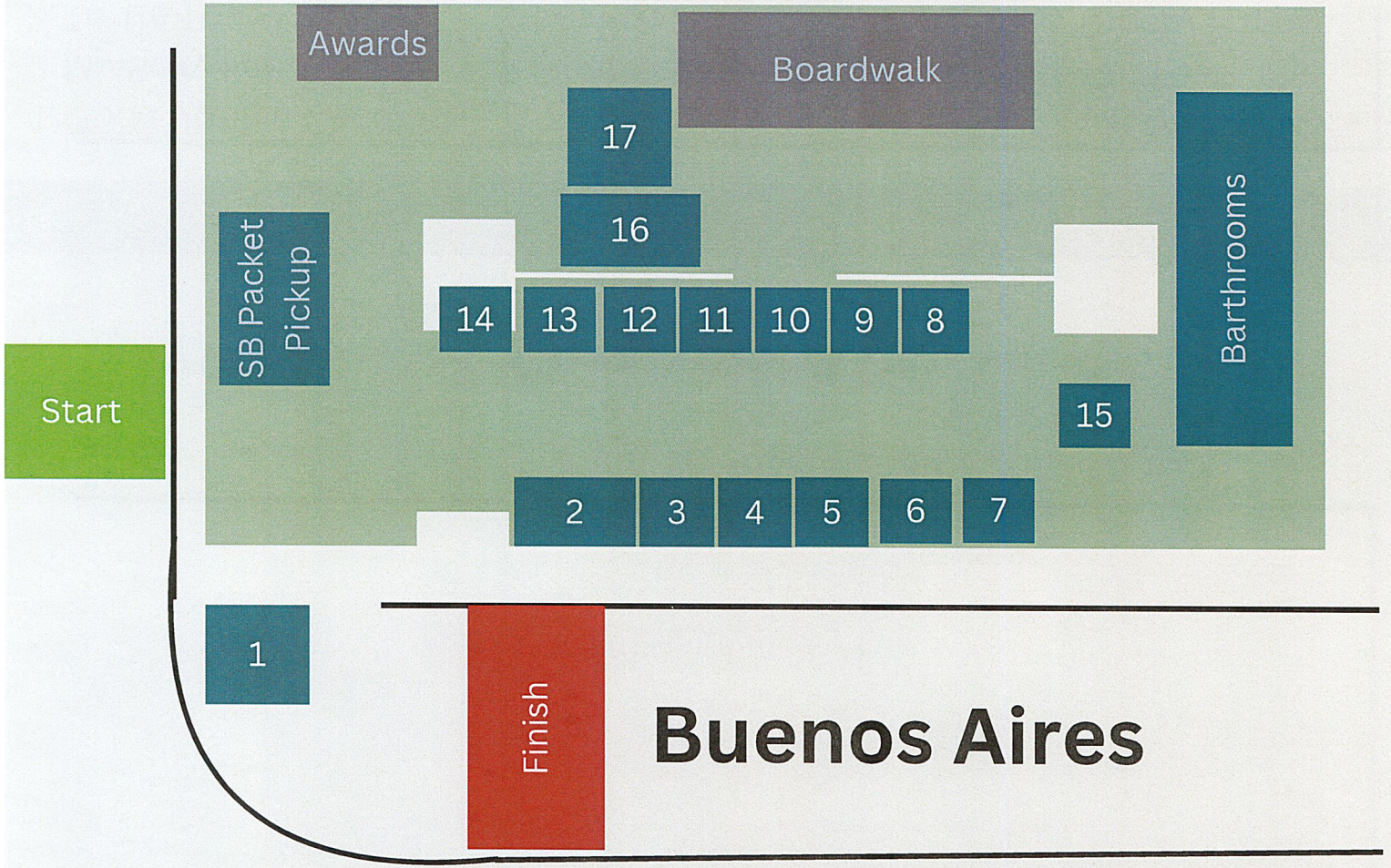
Mile 13 – 33'10" South of TP:C1434 in front of Toni & Joe's Restaurant.

Finish – Even with Southern most point of "Flagler Boardwalk Parking Lot Sign" on east side of Buenos Aires directly across from Wild Side Shop.

Cones on Course

- Cone off Canal Street from Orange Ave to Riverside. Keeping participants in the Eastbound Lane
- Cone off breakdown Lane on SR44/A1A from Live Oak to Saxon
- Cone off most east lane of A1A from 27th St to S. Atlantic fork. Keeping participants in the furthest east Northbound lane.

Shark Bite Fest Layout



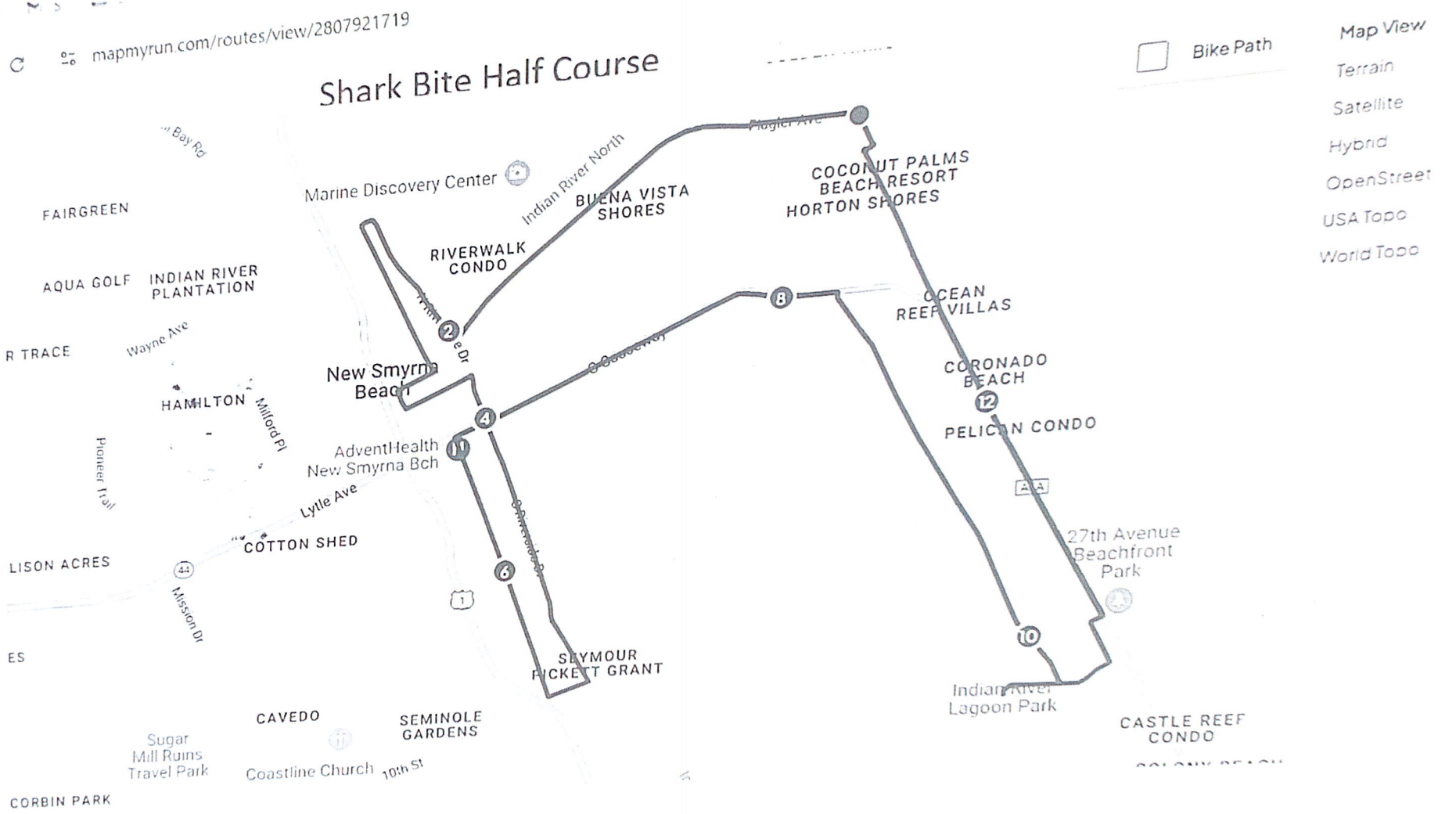
1. Race DJ
2. Results
3. Sunshine
4. Revival IV
5. FL Ortho
6. WVR
7. Once Upon
8. Orange Theory
9. Clash
10. Shokz
11. SuperFeet
12. Fleet Feet
13. Altra
14. Tailwind
15. BEER
16. Palmer Chiro
17. Mech Shark

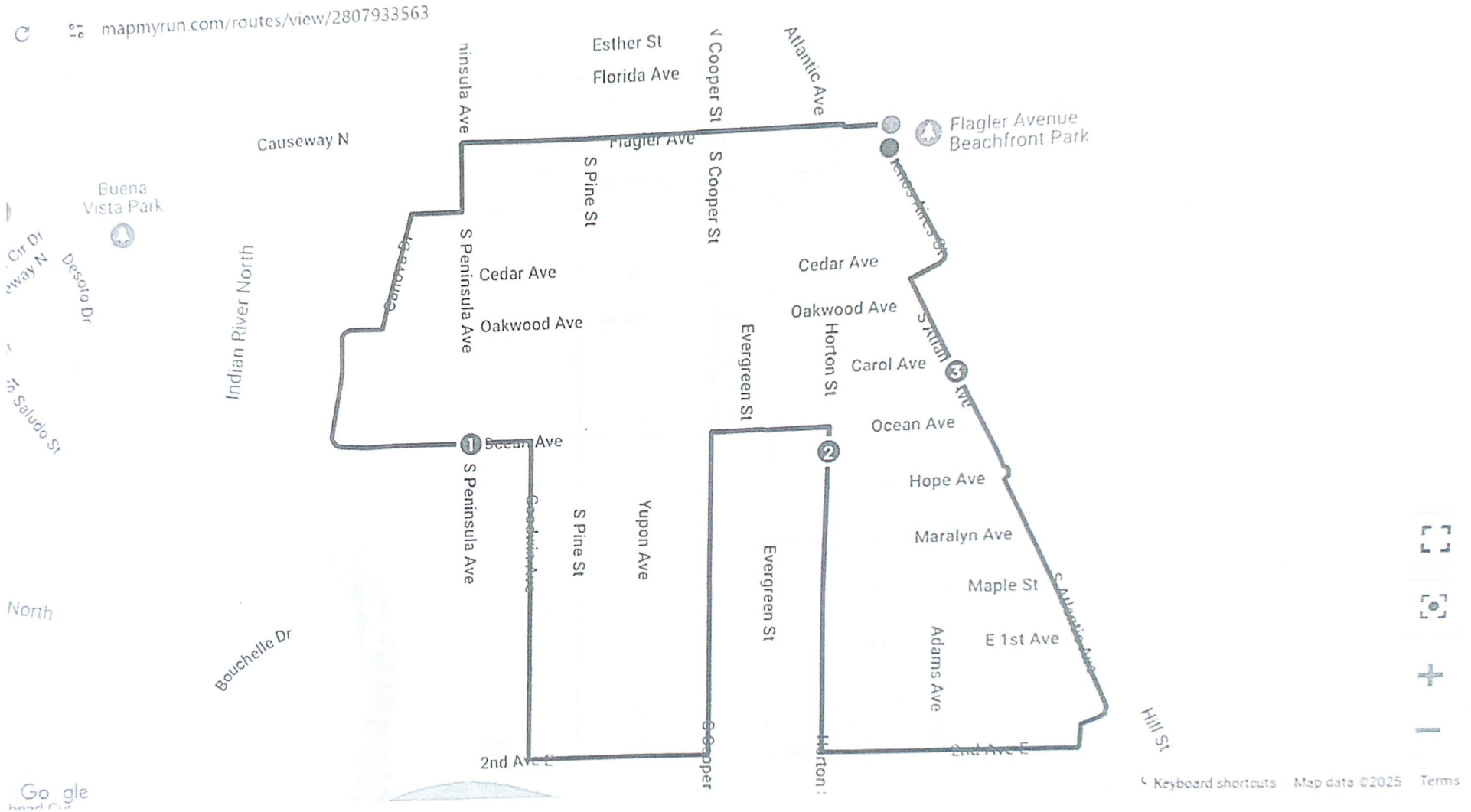
Shark Bite Expo Layout



mapmyrun.com/routes/view/2807921719

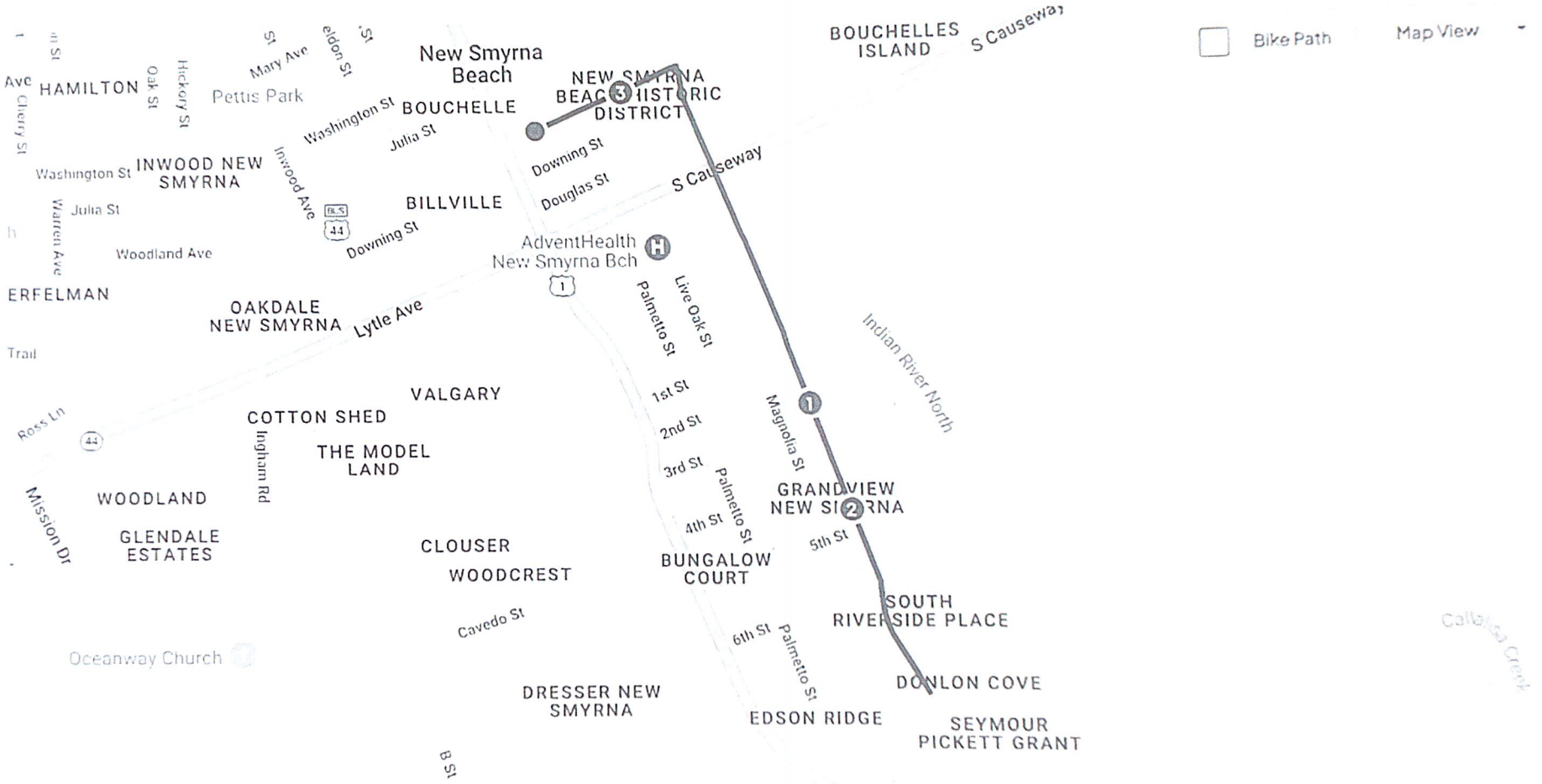
Shark Bite Half Course





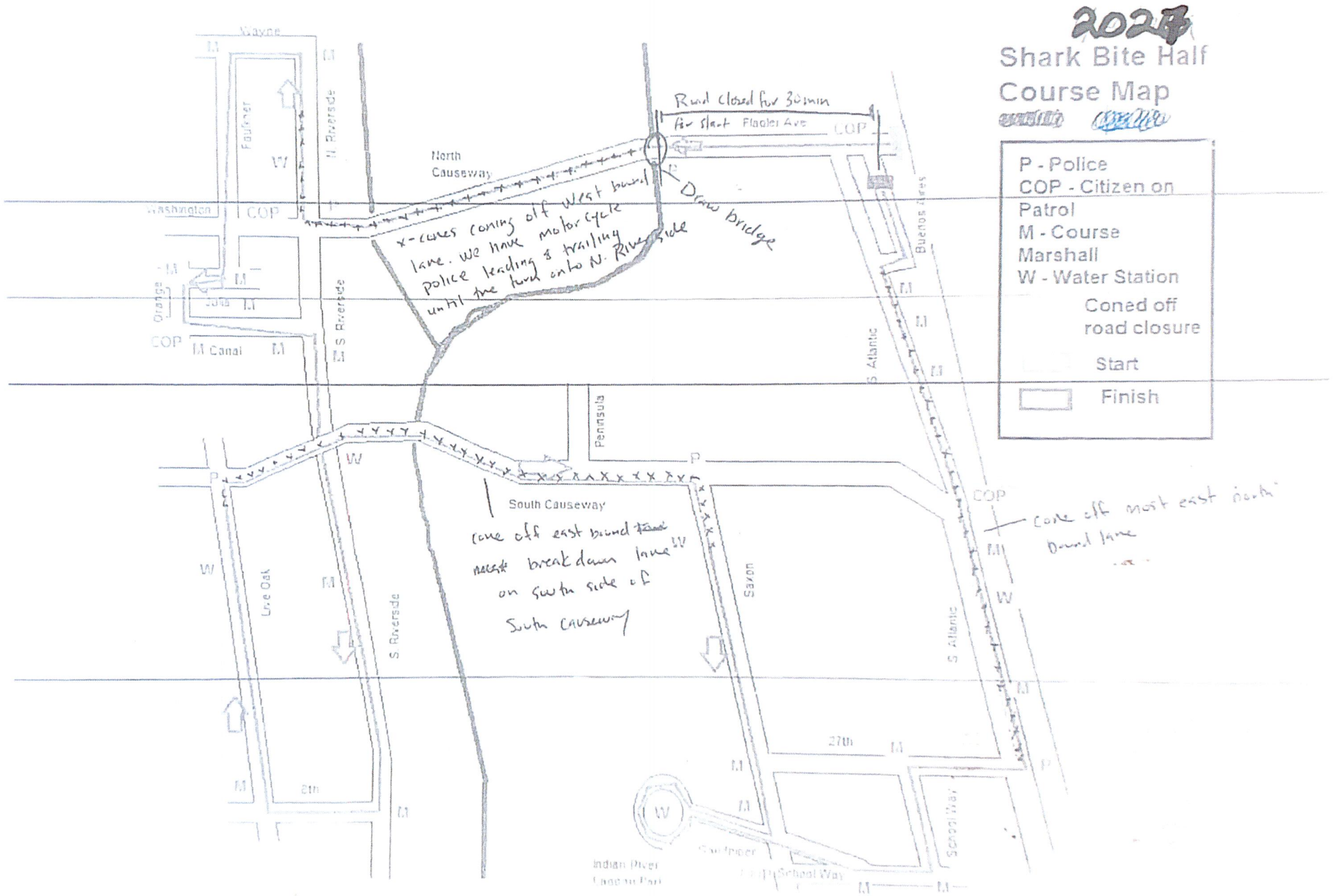
Shark Bite 5k Course

mapmyrun.com/routes/view/5175518101

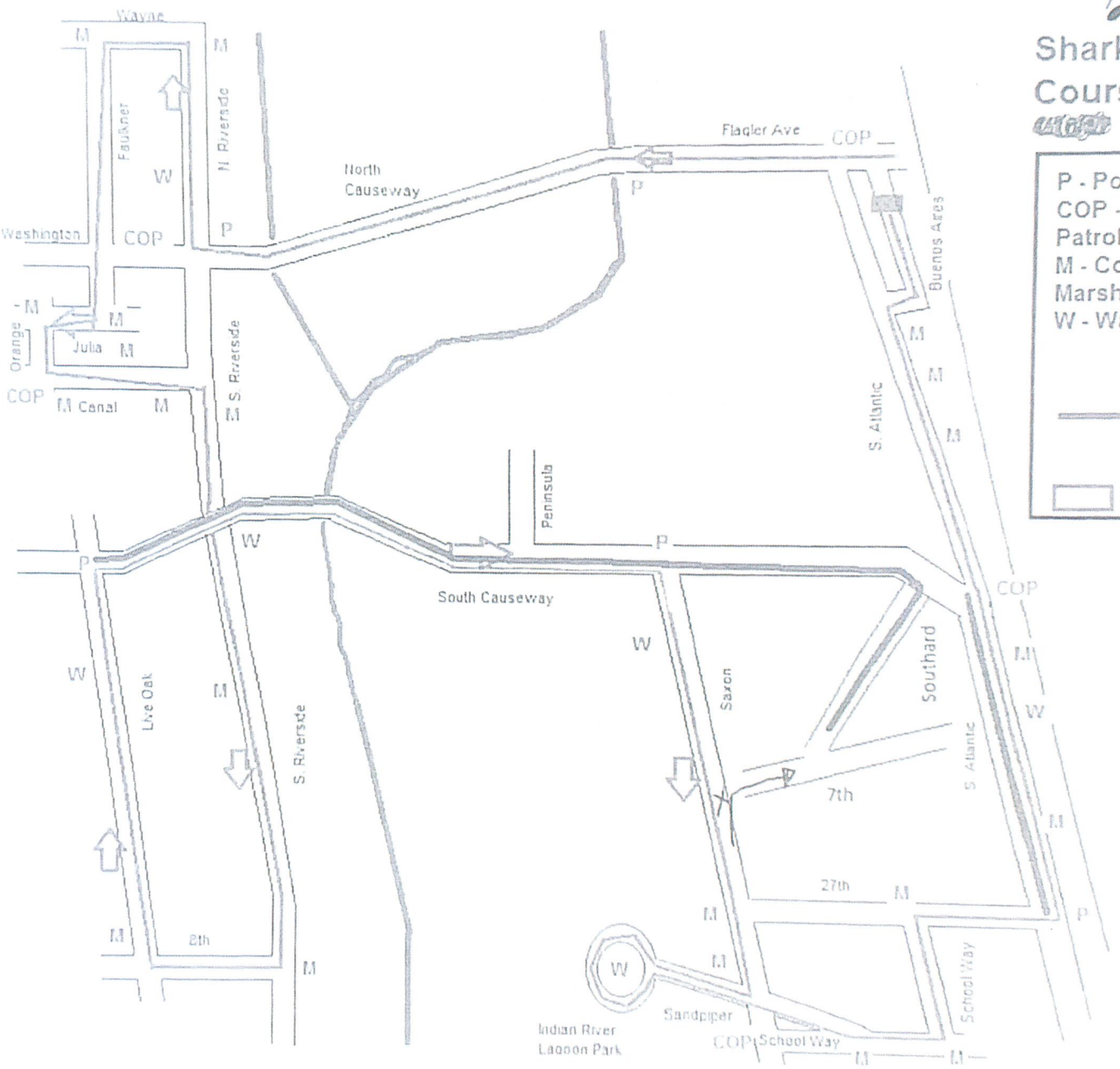


Feeding Frenzy 5k Course

Shark Bite Half
Course Map
2023
P - Police
COP - Citizen on
Patrol
M - Course
Marshall
W - Water Station
Coned off
road closure
Start
Finish


2024
Shark Bite Half
Course Map
P - Police
COP - Citizen on Patrol
M - Course Marshall
W - Water Station
Coned off road closure
Start
Finish
Road closed for 30min for start Flagler Ave
North Causeway
Draw bridge
x-cones coming off west bound lane. We have motorcycle police leading & trailing until the turn onto N. Riverside
South Causeway
cone off east bound lane at break down lane W on south side of South Causeway
cone off most east north bound lane
Wayne
Fourner
N Riverside
Washington
COP
Orange
Canal
S Riverside
Peninsula
Live Oak
Saxon
S Atlantic
Buenos Aires
27th
School Way
Indian River

2024 Shark Bite Half** Course Map



2027 Shark Bite Weekend Road Closure Plans and Details

1/16/27

Canal Street 6-12 (majority of Canal is only closed 7:45-9:15 then opens after last runner. Area of Canal from Orange to US1 is closed from 6-12.

Riverside from Canal to 8th 7:45-9:00 (opens as last runner comes through)

1/17/26

Buenos Aires - 5:00 am - 12:30 pm

South Causeway from Bouchelle Island to Saxon - 7:30 - 10:00am

Saxon from South Causeway to Trailhead 7:30 - 10:30 am

A1A S. Atlantic from 27th to 3rd - 7:30 am - 11:00 am

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF LETTER OF SUPPORT AND COST SHARE OF $11,000 FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT SUBMISSION FOR A SOUTHEAST VOLUSIA SPACE OVERLAY AREA INFRASTRUCTURE GAP ANALYSIS PLAN WITH EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, VOLUSIA COUNTY, CITY OF OAK HILL, AND CITY OF EDGEWATER

March 10, 2026

Background:

As follow up from the Economic Development Summit held on October 23, 2025, the city has been working with our partners, East Central Florida Regional Planning Council, Volusia County, Edgewater, Oak Hill, SEVMTC, and SEV Chamber of Commerce to work on the action items that were discussed at the Summit, specific to the need for infrastructure for the recruitment of businesses with contracts with businesses located at the Space Complex in Brevard County. (See Attached Bryce Report and Ordinance 07-22)

As we know, over the past few years, the cities of Edgewater, New Smyrna Beach, Oak Hill, and Volusia County (known collectively as the Southeast Volusia Coalition (SEV)) have been collaborating to increase the economic prospects of this part of the county since 2016. With assistance from the East Central Florida Regional Planning Council (ECFRPC), the Southeast Volusia Chamber of Commerce, SEVMTC, and other stakeholders, SEV leadership has completed several important milestones. These include the holding of several stakeholder engagement events, the adoption of the Volusia County Commercial Space Industry Opportunity Overlay (2021), and the completion of the Southeast Volusia Economic Development Strategic Plan (2022). One of the plan's strategies calls for the development of a regional infrastructure plan, which seeks to identify potential projects needed to further economic development opportunities. This plan's development has become even more critical as the area has experienced severe flooding events afflicting the region over the past three years, especially impacting areas that support the workforce and the space industry supply chain. In fact, the area of focus for this proposal has been identified as a priority area for flood impacts in the Multi-Regional Planning and Mitigation Assessment project conducted by the ECFRPC and funded through the Florida Commerce CDBG-MIT program.

Findings:

As currently envisioned, the SEV Space Industry Overlay Area Infrastructure Gap Analysis Plan will be comprised of the following main activities:

- Key Site Inventory: Identification of key parcels (sites) within the overlay area to identify strategic sites most likely to attract aerospace companies and their suppliers. The inventory will include information about the sites' main characteristics including size, ownership, entitlements, and environmental constraints, among others. City and County staff input will be essential for initial and final considerations.

- Public Engagement: Host a series of workshops with key stakeholders to review the viability of these properties to attract aerospace and other industries. Key stakeholders will include city and county staff, utility providers, major landowners, transportation providers, target industry representatives, major employers, among others. The ECFRPC will present the results of the inventory and engage with stakeholders to identify infrastructure needs to make key areas viable for economic development. The project team will work with these stakeholders to understand existing infrastructure, environmental constraints and other considerations to identify and prioritize up to 12 strategic space industry overlay parcels to evaluate regarding a deeper dive into infrastructure needs to make these parcels ready for investment and to create more resilient infrastructure for existing industries. The findings from these sessions will be supplemented with interviews as needed.

- Gap Analysis: Develop an infrastructure needs analysis for the identified areas or sites. This would include an evaluation of whether infrastructure deployment and expansion can be achieved in a manner that is technically, fiscally, and environmentally feasible. The analysis will examine infrastructure feasibility, environmental constraints, and considerations such as flooding, system capacity and readiness, and regulatory constraints. This analysis will include cost estimates of identified key infrastructure such as water, sewer, electricity, and roadways.

- Final Report: The ECFPRC will develop a final document that includes the previous information as well as a set of recommendations for elected officials and City staff regarding investment priorities. A list of potential funding sources will also be developed.

Motion to approve letter of support and Cost Share of $11,000.

Fiscal Analysis:

SEV Infrastructure Gap Analysis Scope of Work and Costs

Tasks	Tasks Description	Total Cost	Estimated Time to Complete
Site Inventory	Develop an inventory of strategic sites most likely to attract aerospace companies, and other supply chain industries that support these companies. The inventory will include information about the sites' main characteristics including size, ownership, entitlements, and environmental constraints, among others.	$32,000	4 months
Public Engagement	Host a minimum of 2 workshops with key stakeholders (utility providers, major landowners, transportation providers, target industry representatives, major employers) to review and identify infrastructure needs and key areas or properties of focus. The findings from these sessions will be supplemented with interviews as needed.	$30,000	4 months
Gap Analysis	The ECFRPC will subcontract an engineering firm that will be charged with developing an infrastructure needs analysis to estimate the costs of connecting key areas to infrastructure (water, sewer, electricity, and roadways, etc.). The contractor will also participate in the public engagement workshop to ensure context and understanding of needs.	$250,000	6 months
Final Report	Develop final document that incorporates the three previous deliverables into one document and provides an infrastructure strategy to identify recommendations in readiness tiers (short, mid and long term), as well as funding opportunities for identified projects.	$10,000	4 months

		18 months
Total	**$322,000***	

*With an 80/20 cost share, the estimated match per SEV partner, including the ECFRPC, is $11,000.

FY 2025 - 2026 Economic Development Budget Promotions Line Item has been identified with available balance 001555204.548001

Strategic Plan Item:

No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

LEO SEV EDA GRANT MATCH LETTER.pdf
Ordinance No. 07-22 Comprehensive Plan Amendment Commercial Space Indust.._.pdf
6. Bryce Report Aerospace Report March 2019.pdf

March 10, 2026

East Central Florida Regional Planning Council
445 N. Garland Avenue, Suite 414
Orlando FL 32801

To Whom It May Concern:

The City of New Smyrna Beach enthusiastically endorses the East Central Florida Regional Planning Council's (EPA) application to develop the Southeast Volusia's Space Overlay Area Infrastructure Gap Analysis Plan. Since 2020, the East Central Florida Regional Planning Council has been providing technical assistance to the Southeast Volusia Coalition (SEV)-a regional coalition comprised by the cities of Edgewater, New Smyrna Beach, Oak Hill, and Volusia County- to further the region's economic development efforts. This collaborative effort has completed several important milestones including facilitating multiple stakeholder engagement events, and the adoption of the Volusia County Commercial Space Industry Opportunity Overlay (2021) and the Southeast Volusia Economic Development Strategic Plan (2022). One of the plan's goals was for the SEV to develop a regional infrastructure plan that estimates the feasibility and economic impact of advancing infrastructure to the area's key sites to make them pad-ready. Since the development of the plan, the area was impacted by Hurricanes Helene and Milton. Flooding severely impacted major economic corridors, placing a strain on a number of businesses and the associated workforce. These events highlighted the need not only to examine new infrastructure to expand economic opportunities, but to simultaneously evaluate the need for more resilient infrastructure that will serve both new and future economic development.

As envisioned, the Space Overlay Area Infrastructure Gap Analysis Plan will be comprised of four parts. The site inventory analysis will identify properties most likely to attract aerospace companies and their suppliers. A public engagement process will then follow, with key stakeholders (including utility and transportation providers, major landowners and employers, and target industry representatives) who will review and rank the viability of these sites. The team will then hire an engineering consultant to develop an infrastructure-needs analysis for the selected priority sites, estimating costs to connect them to water, sewer, electricity, and roadways. Based on this analysis, the ECFRPC will provide elected officials and City staff with prioritized investment recommendations and a list of potential funding sources.

The City of New Smyrna Beach is committed as a partner in this project and will provide staff support to participate in meetings, provide data and other information, and review recommendations. Additionally, the City of New Smyrna Beach is committed to providing an $11 ,000 match to support this application. This proposal is a priority of the Southeast Volusia Community and we fully support the application.

Sincerely,

Fred Cleveland
Mayor, City of New Smyrna Beach

ORDINANCE NO. 07-22

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE ELEMENT TO ADD GOAL 9, ESTABLISHING THE COMMERCIAL SPACE INDUSTRY OPPORTUNITY OVERLAY; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach has requested a text amendment to the Future Land Use Element to establish the Commercial Space Industry Opportunity Overlay; and

WHEREAS, the Planning and Zoning Board at a regular meeting held on February 7, 2022, voted 5-0, to recommend the City Commission approve the requested update to the City's Comprehensive Plan; 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 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: ***Amending Comprehensive Plan.*** That the City of New Smyrna Beach Comprehensive Plan Future Land Use Element is hereby amended to create the Commercial Space Industry Opportunity Overlay, as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikeout~~, and additions to text are indicated by underline.)**

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

SECTION 2: ***Transmittal of Notice and Amendments to Plan.*** The City's Director of Development Services and Coastal Environmental Resiliency has sent copies of the notice and amendment to the reviewing agencies in accordance with §163.3184(1)(c), F.S., and any other local government or governmental agency that has filed a written request with the City. §163.3184(3)(b)1., F.S.

SECTION 3: ***Public Hearings.*** It is hereby found that prior to transmittal a public hearing was held on March 8, 2022 after notice published March 1, 2022, continued to April 12, 2022 and prior to adoption a public hearing was held June 14, 2022, after notice published June 9, 2022,

and after receipt of agency comments, which is deemed to comply with §163.3184 (3)(c)1 and (11), 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: ***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 6: ***Effective Date.*** That this ordinance shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. §163.3184(3)(c)4., F.S.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 6/2/2022

II FUTURE LAND USE ELEMENT

GOALS, OBJECTIVES, AND POLICIES

GOAL 9: COMMERCIAL SPACE INDUSTRY OPPORTUNITY OVERLAY (CSIOO)

I. INTRODUCTION

Spaceport, including the Kennedy Space Center, is a critical element of the international expansion of space flight industries. The Cape Canaveral Spaceport has the historical preeminence as the central point of America's effort to explore space. There are current efforts by the public and private sector to expand the scope of work beyond space flight and exploration. This in turn, increases demand for technologies and efficiencies in the design and manufacturing of new products and services used for both exploration and commercial trade. The proximity of the City to the Cape Canaveral Spaceport/Kennedy Space Center provides opportunities to expand and diversify the local economy. The following provides guidance in planning and capturing new industries tied to the industry of space.

The focus of the CSIOO is to lay the framework that the City can use to respond quickly and efficiently to the space industry. The goals, objectives and policies also provide the opportunity for the economic development teams of the City to market and attract potential industries to the area. In other words, the City is proactively seeking targeted space industries and is fully capable of responding to unanticipated opportunities. The goal is to ensure that the efforts are focused on those industries aligned with the development of aerospace products and services that meet the need of those who use Cape Canaveral Spaceport/Kennedy Space Center.

The CSIOO will lay the framework that will enable the City to respond quickly and effectively to the evolving demands of the space industry. The

CSIOO is intended to both foster a pro-active economic development effort to market and attract potential space-related industries and react effectively to any potential opportunities. To this end, a strong emphasis must be on aerospace and aeronautical products and services that center on the space industry use of the Spaceport. The implementation of the CSIOO must also consider flexibility in both land use patterns and location when siting these new industries.

The CSIOO is a planning tool that is used to identify areas within the City that are appropriate for development of non-residential uses associated with space flight industries. The CSIOO is the first step in identifying where a manufacturer of a targeted industry may locate. The second step includes identification of the spatial needs and the sites that can accommodate the use. The third step is the City staff implementing a coordinated expedited review that ensures that the site and building improvements needed for the particular use are consistent with all applicable regulations. The implementation of the third step is addressed by goals, objectives and policies contained in this element. The critical part is to implement these goals, objectives and policies through a variety of zoning and land development processes and requirements. Implementation of an expedited review process that involves regional, state and federal agencies may also be employed. Additional planning efforts, such as overlays may be appropriate for some areas that have constraints due to environmental, infrastructure or transportation issues.

OBJECTIVES AND POLICIES.

Objective:

1. Zoning and Land Development Opportunities. The City shall implement the CSIOO through its zoning and land development regulations to ensure that targeted industries associated with the space flight industries are captured.

Policy:

a. *Identifying Commercial Space Industry Trends.* The City shall monitor the commercial space industry to identify trends, target specific aerospace manufacturers, suppliers, services, and capitalize on potential business opportunities.

b. *Identifying suitable Lands.* The City shall identify suitable lands within the City's Industrial Park and Light Industrial District zoning categories, and coordinate with private landowners as to the availability of these lands, to develop targeted commercial aerospace-related businesses.

c. *CISIOO Overlay*. The City shall create a zoning overlay for areas within the city. The zoning overlay shall allow for a list of targeted industries based on the North American Industry Classification System Sector 3364 – Aerospace Products and Parts Manufacturing.. The following criteria are to be used in the implementation of this policy:

1. Nothing contained herein preempts the requirements of adopted local plans that lie within the CSIOO.

2. Compatibility shall be based on specific criteria that must be included in the zoning overlay. The criteria shall at a minimum address sensory impacts (noise, odor, line of site, etc.), adequacy of infrastructure, access to paved public roads, potential impacts to existing bona fide agricultural activities, impacts to existing rural neighborhoods, and provision of sufficient buffering.

d. *Expedited Review.* The City shall establish an expedited review process that emphasizes coordination with regional, state and federal authorities to minimize delay and costs for targeted space industries. The City shall strive to approve certain commercial aerospace industry projects within 8 months or less.

e. *Environmental Protection.* The City shall ensure that potential impacts to the environmental resources within the CSIOO are minimized and there is sufficient protection of wetland, flood plain and habitat resources.

Objective:

2. Infrastructure Opportunities. The City shall encourage the location of targeted industries to properties having access to transportation, utilities and multi-modal transportation opportunities.

Policy:

a. *Utility Database.* The City shall coordinate with property owners, and utility providers to ensure that there is a database of available properties for targeted industries.

b. *Transportation Network.* The City shall coordinate with the River-to-Sea Transportation Planning Organization to identify future improvements to the road network that will facilitate the development of CSIOO for targeted space industries.

c. *Housing.* The City shall coordinate with property owners, realtors, and other stakeholders to ensure that there is a listing of available residential properties for employees of targeted industries. The listing shall be of available properties within a reasonable distance of the CSIOO.

d. *Public Transportation.* The City shall coordinate with Votran when a targeted space industry initiates preliminary planning for relocation/development of a new site. The objective is to ensure that there is sufficient transit service to employees of the targeted industry.

e. *Hazard Protection.* The City shall review and implement necessary safeguards to ensure that fire prevention and emergency management procedures are in place to prevent or minimize potential hazards associated with targeted space industries.

f. *Vacant Lands.* The vacant, undeveloped lands that may be developed for space industry uses subject to the following:

1. The site has limited amounts of wetlands that are not severely impacted by development; and,

2. The site has paved access to a city, county, state or federal road; and,

3. The site can be served by central potable water and sanitary sewer; or the site is part of a master plan for centralized service and the interim use of on- site facilities for potable water and sanitary sewer is feasible and will not result in degradation of natural resources. The development shall connect to central services immediately upon availability.

Ordinance No. 07-22 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting on April 12, 2022, and read by title only. The Motion was made by Commissioner Kolody and seconded by Commissioner Hartman, that Ordinance No. 07-22 be adopted on first reading, the vote thereon being as follows:

MAYOR RUSS OWEN	Absent
VICE MAYOR JASON MCGUIRK	Yes
COMMISSIONER JACOB D. SACHS	No
COMMISSIONER MICHAEL KOLODY	Yes
COMMISSIONER RANDY HARTMAN	Yes

The Second Reading and Public Hearing of the proposed Ordinance would be conducted at the Regular Meeting on June 14, 2022.

Ordinance No. 07-22 was read by title only at the Regular Meeting held by the City Commission on June 14, 2022, Motion was made by Vice Mayor McGuirk, and seconded by Commissioner Kolody, that Ordinance No. 07-22 be adopted on second and final reading, the vote thereon being as follows:

MAYOR RUSS OWEN	Yes
VICE MAYOR JASON MCGUIRK	Yes
COMMISSIONER JACOB D. SACHS	No
COMMISSIONER MICHAEL KOLODY	Yes
COMMISSIONER RANDY HARTMAN	Yes

The City Clerk noted the passage of Ordinance No. 07-22 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach 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 as 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

ORDINANCE NO. 07-22



Volusia County Commercial Space Supply Chain Characterization

March 27, 2019

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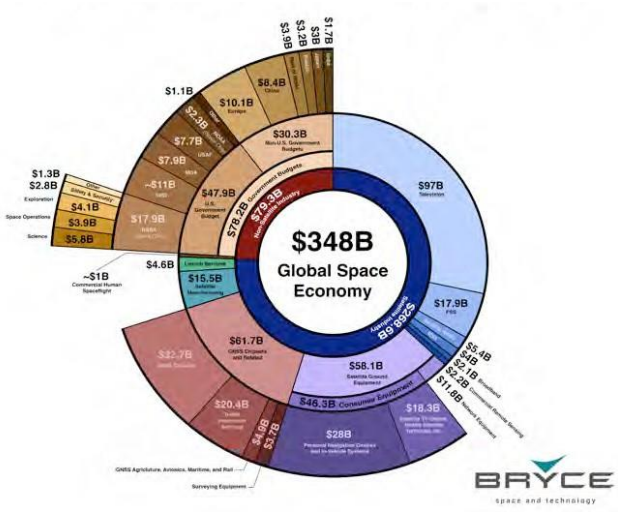
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Executive Summary

This report characterizes the commercial space industry supply chain at Florida's Cape Canaveral Spaceport, which consists of Kennedy Space Center (KSC) and Cape Canaveral Air Force Station (CCAFS) (collectively, the "Cape"), to inform Volusia County's economic development efforts. The report provides an overview of the global space economy and current commercial space activity at the Cape, and identifies trends likely to impact the commercial space industry at the Cape. The report examines the impacts of these trends to the supply chain and provides detailed supplier profiles.

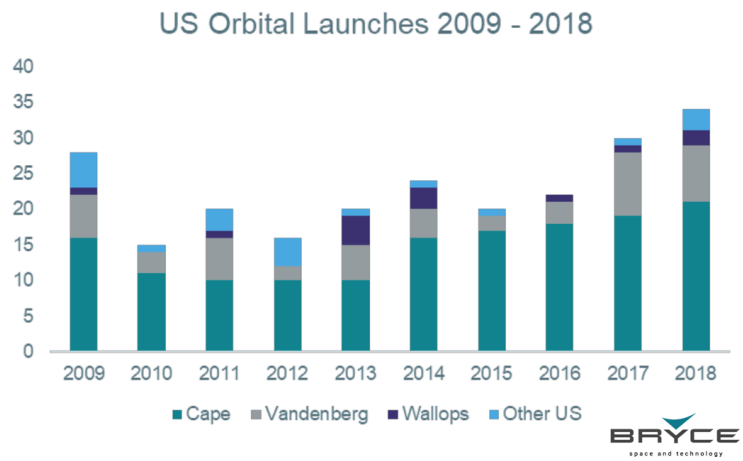
The Global Space Economy. The global space economy has experienced growth across several indicators, including investments, number of launch sites, spacecraft launched and the services they provide, and the rise of new companies providing launch and satellite services. This growth is coupled with a changing supply chain as both legacy and start-up space companies pursue vertical integration, develop the capacity to refurbish launch vehicles, and leverage technology advances such as additive manufacturing.



The 2017 Global Space Economy at a Glance

Significant figures and recent milestones in the global space economy include the following:

- In 2018, the global launch industry recorded the most orbital launches since 1990 (114).
- Since 2000, over 250 venture capital firms have invested more than $13.9B in start-up space companies. More than 20% of this investment is concentrated in three companies with a substantial presence in Florida: SpaceX, OneWeb, and Blue Origin.
- Although the number of launch site options in the U.S. is expanding, all U.S.-based orbital launches last year took place at just three locations: Florida's Cape Canaveral Spaceport, Vandenberg Air Force Base, and Wallops Island, Virginia.



Current Commercial Space Activity at the Cape. The report analyzes current Cape activity in two segments—launch vehicles and spacecraft/cargo—to establish a basis for assessing future activities. The Cape is the United States' most active spaceport, and historically, the vast majority of U.S. launches have occurred from the Cape (see figure above). The vehicles that launch from the Cape include the current workhorses for the U.S. launch industry, SpaceX's Falcon 9 and United Launch Alliance's (ULA's) Atlas V and Delta IV. Additionally, the Cape launched the vast majority of satellites headed to an orbit accessible from the Cape in 2018 (25% of U.S.-launched spacecraft).[1] U.S. Government spacecraft represented 40% of primary payloads (versus secondary, or ride-share payloads) launched from the Cape in 2018, while the remaining 60% of primary payloads were for non-U.S. Government customers, most of which were commercial.

Future Commercial Space Activity at the Cape. Future commercial space activity in Florida is likely to be affected by four major trends in the space industry:

The growing use of smallsats. Small satellites, or smallsats, offer the promise of advanced capabilities at a lower cost and at a lower overall mass (reducing per-satellite launch costs). Existing and emerging commercial space companies are developing increasingly advanced smallsats with a host of use cases, including telecommunications, remote sensing, weather monitoring, and internet-of-things applications. While not all plans will come to fruition, over 10,000 smallsats are currently planned for the next decade, compared to about 2,000 total satellites in orbit today. To date, the Cape has not launched large volumes of smallsats, in part because most smallsats have been remote sensing smallsats requiring an orbit not accessible from the Cape. However, the Cape is home to a significant manufacturer in the emerging smallsat sector, the Airbus/OneWeb factory, and is set to play an important role in this changing market segment.

NASA's reliance on commercial crew and cargo. NASA has transitioned the role of transporting cargo and astronauts to the International Space Station (ISS) to commercial companies through its commercial cargo and crew programs. NASA's commercial cargo and crew missions are, and will remain, a steady stream of demand for the Cape. Sixty-five NASA

[1] Satellites require specific orbits to perform their functions (for example, remote sensing satellites largely operate in polar orbits, while communications satellites have historically required geostationary orbits). Payloads are not typically launched from the Cape to orbits that would require launching over populated areas.

commercial cargo and crew missions are projected between 2019 and 2027. Two companies, SpaceX and Northrop Grumman, currently provide cargo from the Cape to the ISS through NASA's commercial cargo program. Sierra Nevada Corporation, with its Dream Chaser vehicle, will become a third cargo provider in the coming years. SpaceX and Boeing (utilizing United Launch Alliance (ULA) launch vehicles), will soon transport astronauts from the Cape to the ISS through NASA's commercial crew program. These companies all have a presence at the Cape and support a robust network of suppliers locally and across the country. In addition, these providers' presence and existing infrastructure at the Cape are likely to encourage any emerging U.S. orbital tourist activity to launch from the Cape.

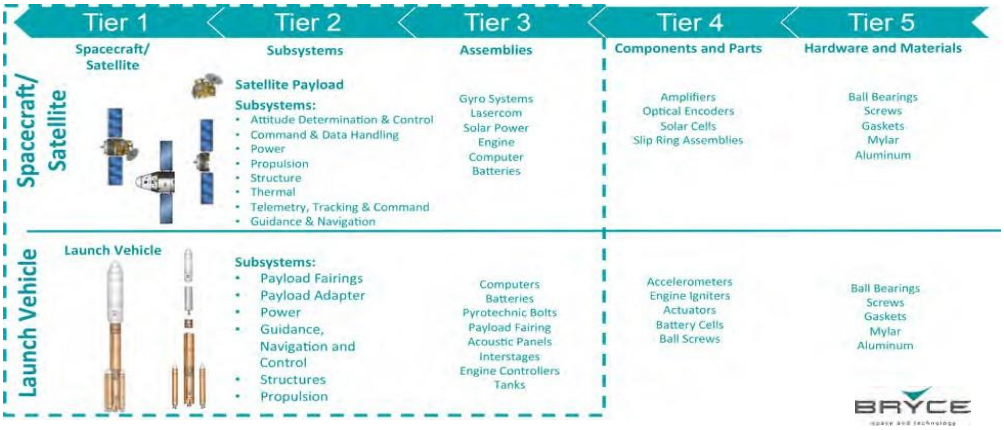
The expanding use of smallsat launch vehicles. Launch vehicles are categorized by the mass they are capable of putting into orbit, with classifications ranging from small to heavy.[2] The significant increase in planned smallsats has been accompanied by an increase in the planned launch vehicles for them: over 40 dedicated smallsat launch vehicles are in some phase of development. In 2019, two of the planned smallsat launch vehicles, Relativity Space and Firefly Aerospace, announced plans to launch from the Cape. Both of these companies plan to begin building facilities and bring new activity to the Cape this year.

The continued use and introduction of new medium- and heavy-class launch vehicles. The majority of launch activity at the Cape is carried out by medium- and heavy-class launch vehicles. These vehicles include SpaceX's Falcon and Falcon Heavy, ULA's Atlas, Delta, and planned Vulcan, Blue Origin's planned New Glenn, and Northrop Grumman's planned Omega. Every major launch vehicle manufacturer, including the companies with a significant current presence at the Cape, is developing new medium- to heavy-class launch vehicles. The replacement of existing vehicles with new ones will change the type of vehicles launching from the Cape, but will not necessarily change the Cape's core tenants or significantly impact the volume of Cape launches.

A related aspect of this trend is the *development of refurbishable vehicles*, a focus of both SpaceX and Blue Origin. Both companies have or are establishing in-house capabilities at the Cape to conduct some refurbishment activities. Beyond decreasing the need to manufacture new vehicles, the impact of refurbishment to the Cape's activity and supply chain are yet to be determined.

[2] Launch vehicles are divided into four categories by the FAA: Small - Maximum mass capacity is 2,268 kg (5,000 lb.) to low Earth orbit (LEO) or less; Medium - Maximum mass capacity is in the range of 2,269 kg (5,001 lb.) to 5,443 kg (12,000 lb.) to LEO; Intermediate - Maximum mass capacity is in the range of 5,444 kg (12,001 lb.) to 11,340 kg (25,000 lb.) to LEO; and Heavy - Maximum mass capacity is greater than 11,340 kg (25,000 lb.) to LEO.

Supply Chain Characterization and Volusia County Impacts. The trends discussed above will impact the commercial space industry's supply chain at the Cape. This study identifies and discusses the suppliers in these areas at the system, subsystem, and assemblies levels and assesses their potential impacts on Volusia County.



Smallsat supply chain. Smallsats have unique manufacturing requirements, due to their mass and power constraints, leading to the creation of new subsystem products designed specifically for their small form factor. These new product lines may create new supply chain opportunities for companies, and by extension, Volusia County. To date, the Cape has not launched large volumes of smallsats; however, as smallsats are relatively easy to transport, manufacturers are not necessarily drawn to launch site proximity. A more significant factor for Volusia County may be the presence of the Airbus/OneWeb factory at the Cape. This factory is poised to manufacture the 600+ satellites OneWeb telecommunications constellations and may utilize this scale to become a market leader in this high-growth area. As is discussed in further depth in the report, companies have already established facilities at the Cape to supply the OneWeb factory.

Commercial crew and cargo supply chain. Four commercial crew and cargo spacecraft are already launching or expected to launch from the Cape in 2019: SNC's Dream Chaser, Boeing's CST-100 Starliner, and SpaceX's Crew and Cargo Dragon vehicles. NASA's commercial cargo and crew programs will maintain steady activity at the Cape. The relatively advanced phase of development of these spacecraft, however, make it unlikely new local facilities will be required despite the activity around these programs. Recruitment potential for Volusia County would likely require suppliers to relocate existing facilities. If a significant U.S. orbital tourist market develops, it could increase demand for commercial crew and cargo-like services and supply chain inputs.

	Attributes	Remarks
MAXAR TECHNOLOGIES Headquarters: Westminster, CO	Typical Size	~100 jobs per factory
	Unique Workforce Skills	Radio Frequency electronics engineer, electrical engineer, systems engineer
	Transportation Requirements	Safe to transport, special environment container by road or air, <1 cubic meter
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Specialty metals, communication subcomponents, specialty electronics
	Current Industry Capacity	Demand dependent on success of communication constellations
	Typical Proximity	May be remote: antenna production located in Quebec, Canada; satellites initially built in Toulouse, France but shifting to Florida

Example supplier profile. *The report contains profiles of existing and promising Cape systems, subsystems and assemblies suppliers.*

Smallsat launch vehicle supply chain. Many dedicated smallsat launch companies, including

Relativity Space and Firefly Aerospace, are vertically integrated and use additive manufacturing, which changes the materials these companies purchase and the workforce they require. For example, Relativity is planning to manufacture nearly its entire launch vehicle through additive manufacturing. Both Relativity Space and Firefly Aerospace are integrating service offerings, such as payload processing, into full service solutions. Future workforce opportunities are likely to be more concentrated within these companies, rather than in outside suppliers, with supply opportunities for these companies likely to be concentrated in less complex goods such as components, parts, hardware, and materials to manufacture higher tier elements.

Medium- to heavy-class launch vehicle supply chain. Most medium- to heavy-class launch vehicles are developed by more established aerospace companies, leveraging established supply chain partners, with some in-house manufacturing of subsystems. Two such developments, Northrop Grumman's new Omega launch vehicle and ULA's planned Vulcan family, are still formally establishing their supply chains, yet both are likely to utilize historic supply chain partners. Blue Origin is also making major investments in future launch vehicles, including building new facilities at the Cape to support these activities. These developments could lead to continued growth in activity and supply chain opportunities at the Cape as these planned vehicles mature. However, manufacturers' reliance on established supply chain partners means that recruiting companies to Volusia County would likely entail enticing suppliers to relocate existing activities.

Refurbishable launch vehicle supply chain. Proximity requirements likely dictate that refurbishing vehicles will remain a Cape-based activity. Both SpaceX and Blue Origin are refurbishing their own launch vehicles, completing this work at new refurbishment-specific sites on the Cape. As companies are just beginning to operate refurbished vehicles on a regular basis, the total industry demand and capacity for this service remains uncertain.

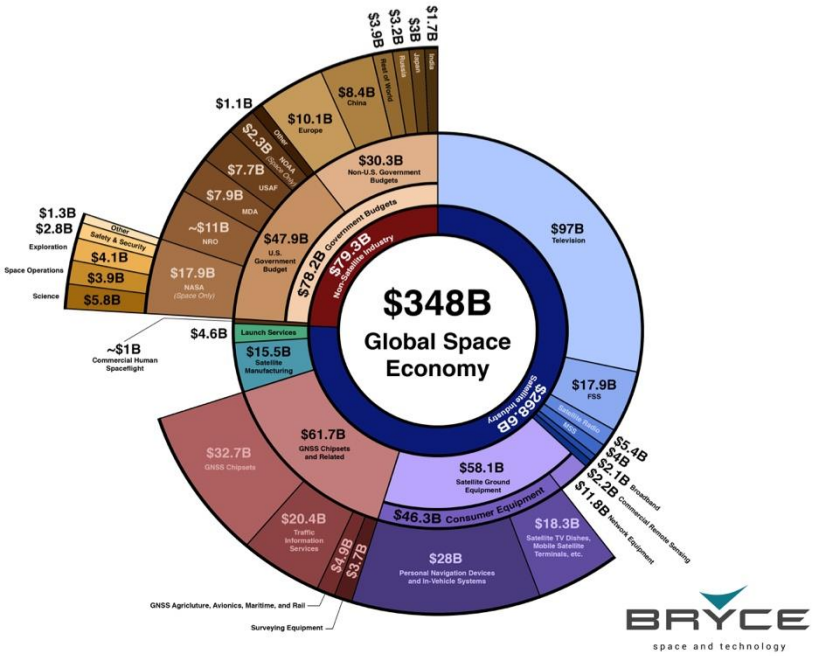
Smallsat manufacturing, commercial crew and cargo, small launch vehicles and new medium- to heavy-class launch vehicles, and refurbishable launch vehicles are the high-growth and trend areas most likely to impact Volusia County's supply chain opportunities. As discussed further in the report, key factors for Volusia County to consider when assessing suppliers in these areas is the maturity of the business models driving the supply chain, the maturity of the supply chain and its component suppliers, and the impact, if any, of proximity to the launch facilities at the Cape.

Established business models in these areas are more likely to be supported by established supply chains and suppliers, likely focusing opportunities for Volusia county on the relocation or establishment of additional facilities by relevant suppliers. Emerging business models likely present a greater opportunity to shape the supply chain and suppliers, but carry the additional risk of being based on business plans that have yet to be proven. *Further discussion and detailed profiles of system, subsystem, and assemblies providers in these areas is provided in the report and appendices.*

Commercial Space Industry Supply Chain Characterization

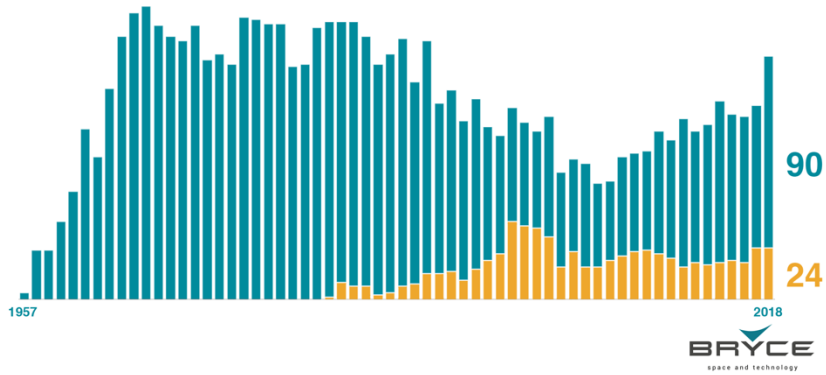
The Global Space Economy

The global space economy has experienced growth across several indicators, including investments, number of launch sites, spacecraft launched and the services they provide, and the rise of new companies providing launch and satellite services. This growth is coupled with a changing supply chain as both legacy and start-up space companies pursue vertical integration, develop the capacity to refurbish launch vehicles, and leverage technology advances such as additive manufacturing.



The 2017 Global Space Economy at a Glance

The satellite industry forms the bulk of the global space economy, with satellite services (~$130B), ground equipment (~$120B), satellite manufacturing (~$16B), and launch (~$5B) comprising the industry in 2017.[3] Government space budgets were estimated at ~$78B in the same year. The satellite industry has seen modest revenue growth over the last few years, with 3% growth estimated from 2016 to 2017.



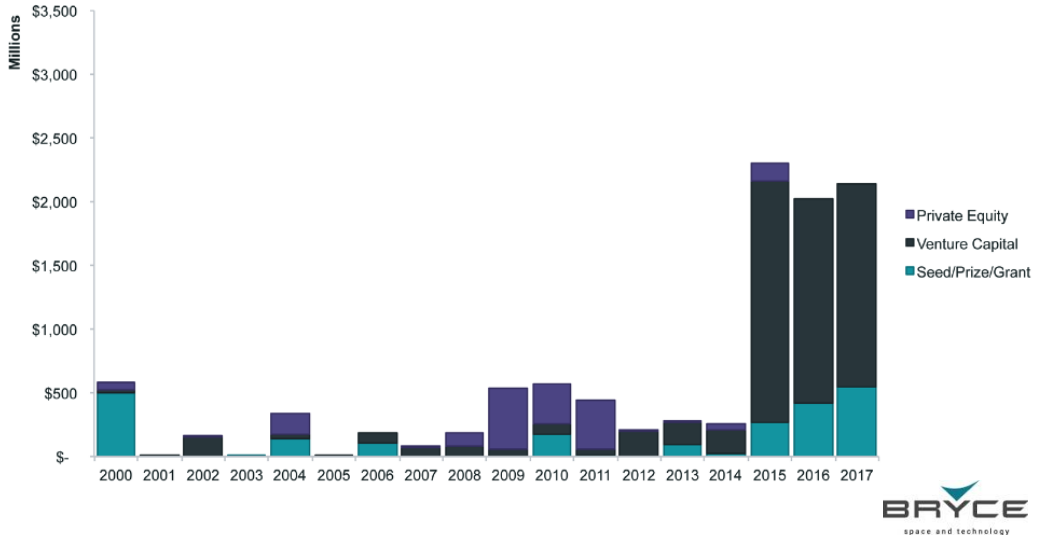
Orbital Launches 1957-2018 by Commercial (Orange) and Non-Commercial (Green).

The global launch industry recorded 114 orbital launches in 2018, the most since 1990. This included 24 commercial launches, 14 from the United States. China recorded the most launches overall, with 39, followed by the United

[3] Data for 2018 not yet available at the time of publication.

States (31)[4], Russia (17), and Europe (11).

Since 2000, the space economy has generated substantial interest from investors. A wide variety of investors, including more than 250 venture capital firms, have invested more than $13.9B in start-up space companies.[5] A significant portion of this growth is concentrated in three companies with a substantial presence in Florida: SpaceX, OneWeb, and Blue Origin each have more than $1B in investments. All three of these companies are assessed in this characterization. In addition, four smaller start-up space firms in Florida have together raised more than $5M in investments. These smaller firms are developing small launch vehicles, producing Earth observation satellite constellations, and pursuing on-orbit satellite servicing.



Magnitude of Investment, Excluding Debt, Acquisitions, and Offerings, by Type (2000-2017).

Along with a growth in investors, there are expanding launch site options for space companies: there are now 12 U.S. launch and reentry sites licensed by the Federal Aviation Administration Office of Commercial Space Transportation (FAA AST). Even with these expanding options, however, all U.S. orbital launches last year took place at just three locations: Florida's Cape Canaveral Spaceport, which consists of Kennedy Space Center (KSC) and Cape Canaveral Air Force Station (CCAFS) (collectively, the "Cape"); Vandenberg Air Force Base (VAFB, the base proper and California Spaceport); and Wallops Island, Virginia, which consists of the Wallops Flight Facility (WFF) and Mid-Atlantic Regional Spaceport (MARS).[6]

[4] U.S. company Rocket Lab also had three launches from New Zealand in 2018.

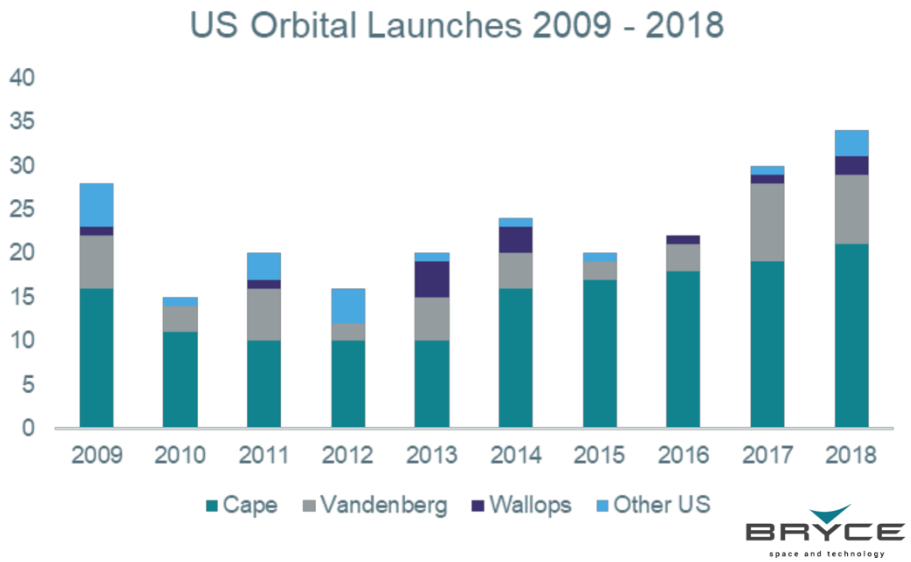
[5] Bryce defines emerging space companies as companies that began as angel- and venture capital-backed start-ups and have one of the following four business lines: (1) Manufactures satellites, launch vehicles, or other space-based systems, (2) Manufactures satellite ground equipment, (3) Provides services that rely on these systems, such as satellite TV, radio, and broadband, (4) Provides analytic services based on data collected extensively from space-based systems, either alone or in combination with terrestrial systems.

[6] In 2018 the U.S. licensed three launches by a U.S. company that occurred outside the U.S. (Rocket Lab launches from New Zealand). Note that Cape Canaveral Spaceport is the area composed of KSC and CCAFS. Some assets at both installations are owned and/or managed by Space Florida for commercial use.

These three sites are also attracting future business with start-up space companies. All three sites have announced launch agreements with start-up companies offering dedicated smallsat launch services. Many of these start-up companies plan to operate from multiple launch sites. At least two start-up space companies have established their own launch sites for either testing, operations, or both. Both companies—SpaceX and Blue Origin—operate from the Cape, but also use private launch sites in Texas. Of note, neither of these Texas sites is licensed by FAA AST as a commercial launch site, or counted in lists of commercial launch sites, because the sites will be used exclusively by the companies themselves and will not host multiple launch service providers.

Current Commercial Space Activity at the Cape

Understanding the current commercial space activities at the Cape is the first step in analyzing future Cape activity and its impact on the supply chain. This section analyzes current Cape activity in two segments—launch vehicles and spacecraft/cargo—to establish a basis for discussing future activities.



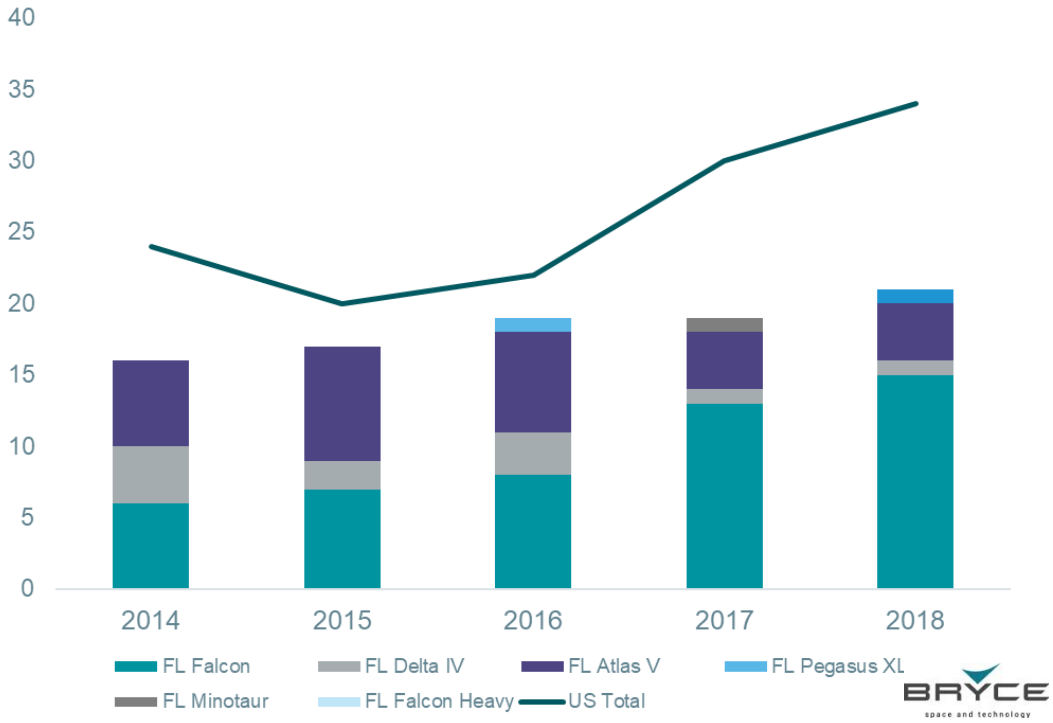
The Cape is the Most Active U.S. Launch Site

Note: "Other U.S." includes FAA-licenced launches by Rocket Lab (Rocket Lab launched three times from New Zealand in 2018)

Launch Vehicles

Launch vehicles are categorized by the mass they are capable of putting into orbit, with classifications ranging from small to heavy.[7] Historically, the vast majority of U.S. launches occur from the Cape, and these have mainly been of medium- and heavy-class launch vehicles. The medium and heavy launch vehicles that launch from the Cape include SpaceX's Falcon 9 and Falcon Heavy and United Launch Alliance's (ULA's) Atlas V and Delta IV. All of these vehicles also launch (or have plans to launch in the case of the Falcon Heavy) from the United States' other major launch site, VAFB

[7] Launch vehicles are divided into four categories by the FAA: Small - Maximum mass capacity 2,268 kg (5,000 lb.) to low Earth orbit (LEO) or less; Medium - Maximum mass capacity is in the range of 2,269 kg (5,001 lb.) to 5,443 kg (12,000 lb.) to LEO; Intermediate - Maximum mass capacity is in the range of 5,444 kg (12,001 lb.) to 11,340 kg (25,000 lb.) to LEO; and Heavy - Maximum mass capacity is greater than 11,340 kg (25,000 lb.) to LEO.



Florida Launches by Vehicles and Total U.S. Launches (2014-2018).

SpaceX's Falcon 9 represents a growing portion of the Cape's—and the world's—launches. The Falcon 9 is likely to continue launching from the Cape over the next decade. Since its first launch in 2010, the Falcon 9 has launched from the Cape 68 times, including 18 launches that used refurbished boosters. The Falcon 9 carries national security, NASA, and commercial payloads to orbit, transports cargo to the International Space Station (ISS), and is poised to begin crewed missions to the ISS in 2019. The Falcon 9 was used for the first time to carry the Crew Dragon (in a test flight without a crew) to the ISS on March 2, 2019.[8] The Falcon Heavy also had its debut launch from KSC in 2018 and is slated to continue launching from the Cape. The Department of Defense (DoD) and commercial satellite operators Arabsat, Inmarsat, Intelsat, and ViaSat have contracted with SpaceX for flights aboard Falcon Heavy vehicles.

After the Falcon 9, Atlas V and Delta IV launches have accounted for the most launches from the Cape, accounting for almost one-half (94) of the Cape's launches since the two vehicles were introduced (in 2002). [9] In the coming year, ULA plans to use the Atlas V to launch Boeing's CST-100 Starliner spacecraft to the ISS from the Cape. ULA has announced that both the Atlas V and the Delta IV will be replaced by ULA's Vulcan family beginning in 2021. Vulcan is also slated to launch from the Cape.

[8] As of March 11, 2019.
[9] As of March 11, 2019.

A growing class of planned launch vehicles are dedicated smallsat launch vehicles. Over 40 smallsat launch vehicles are in service or under development. Companies developing these vehicles are seeking to capitalize on projected demand for smallsats (discussed in subsequent sections). While there were 68 small vehicle launches worldwide in the last five years, the Cape has hosted three small vehicle launches (a 2017 Minotaur IV launch and Pegasus XL launches in 2013 and 2016) to date. Announcements in the first months of 2019 indicate smallsat launch vehicles may be a growing business for the Cape: two start-up small launch companies (Relativity Space and Firefly Aerospace) announced plans for new facilities at the Cape to support their Terran-1 and Alpha vehicles, respectively, in the first months of 2019.

Spacecraft and Cargo

The Cape launched the vast majority of satellites that were seeking an orbit accessible from the Cape in 2018 (25% of U.S.-launched spacecraft).[10] Spacecraft launched from the Cape can be divided into two broad operator categories: U.S. Government spacecraft, which represented 40% of primary payloads (versus secondary, or ride-share payloads) launched from the Cape in 2018, and non-U.S. government (mostly commercial) spacecraft.

The Cape launches an average of 12 U.S. government payloads per year, which tend to be a steady source of launch demand for the Cape. Forty percent of U.S. government missions launched from the Cape are DoD missions, and another forty percent are NASA missions. Intelligence missions (fifteen percent) and meteorology missions (five percent) make up the remaining U.S. government-sponsored missions.

In the past 5 years, KSC/CCAFS has launched 60 government missions

- 24 DoD missions, including 9 GPS satellites
- 23 NASA missions, including 17 missions to resupply the ISS
- 9 Intelligence agency missions
- 4 NOAA satellites

There are two primary types of non-U.S. government satellites: Commercial communications satellites and commercial remote sensing (such as Earth imaging) satellites. Commercial communications satellites enable many services including television, satellite radio, and satellite broadband. Commercial remote sensing satellites focus sensors on Earth to gather data for geographic analysis, national security missions, meteorology, climatology, and other uses. Large communications satellites are typically launched from the Cape to a geosynchronous Earth orbit (GEO). In 2018, all GEO commercial communications satellites that launched from the United States launched from the Cape. The commercial communications satellite market is currently undergoing a transition that may impact the Cape's future commercial GEO launches. Historically, commercial communications satellites have been large GEO satellites that require the launch of replacements on fairly predictable cycles. Changing consumer preferences and emerging smallsat options are creating uncertainty in the large GEO satellite market. This trend, and its impacts on the Cape, is discussed further in the section on smallsats. Remote sensing satellites are not typically launched from the Cape as they generally require a type of orbit – a polar orbit – less accessible from the Cape.

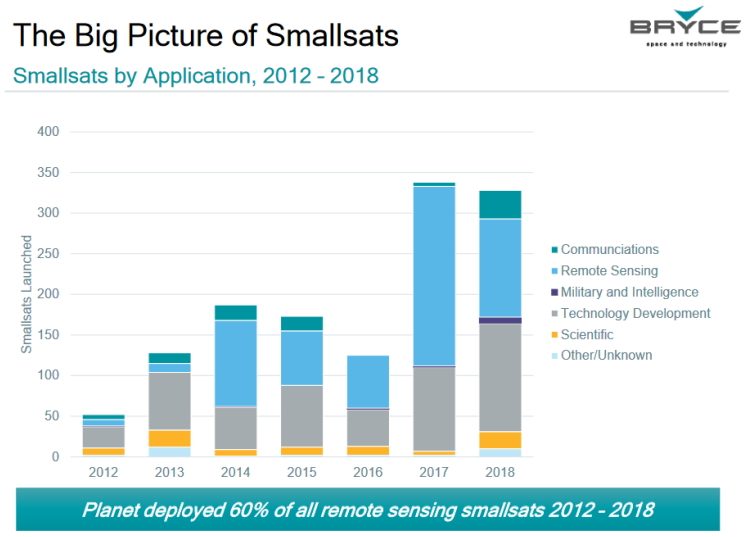
[10] Satellites require specific orbits to perform their functions. For example, remote sensing satellites largely operate in polar orbits, while communications satellites have historically required geostationary orbits. Payloads are not typically launched from the Cape to orbits that would require launching over populated areas.

Future Commercial Space Activity in Florida

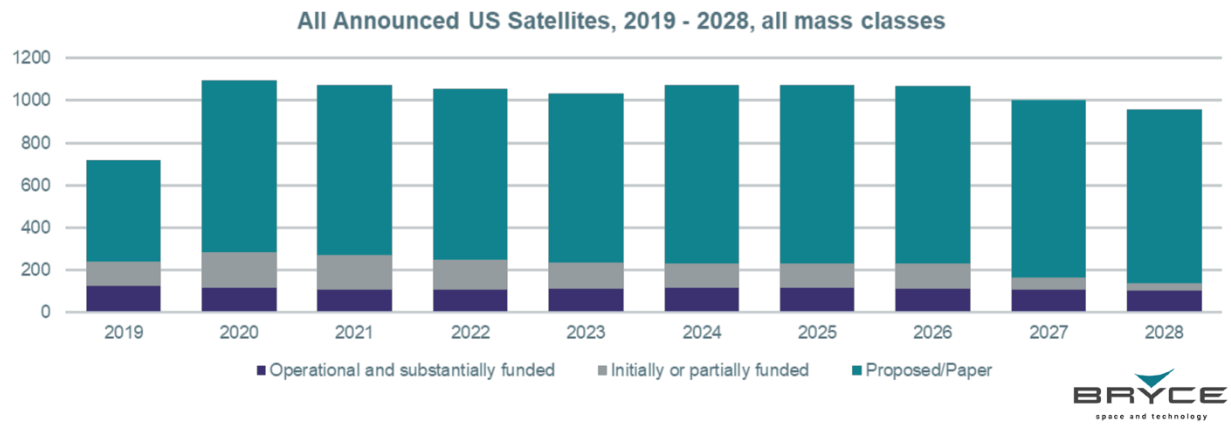
Future commercial space activity in Florida is likely to be affected by four major trends in the space industry: the growing use of smallsats, NASA's reliance on commercial crew and cargo, the continued use and introduction of new medium- and heavy-class launch vehicles, and expanding use of smallsat launch vehicles. This section analyzes current product development and market validation signs in each area.

Smallsats

Small satellites, or smallsats, offer the promise of advanced capabilities at a lower cost and at a lower overall mass (benefiting launch costs). A wide variety of existing and emerging commercial space companies are developing increasingly advanced smallsats with a host of use cases, including telecommunications, remote sensing, weather monitoring, and internet of things applications. More than 1,300 smallsats have launched since 2012. To date, the Cape has not historically launched large volumes of smallsats, in part because most smallsats to date have been remote sensing smallsats requiring an orbit not accessible from the Cape.



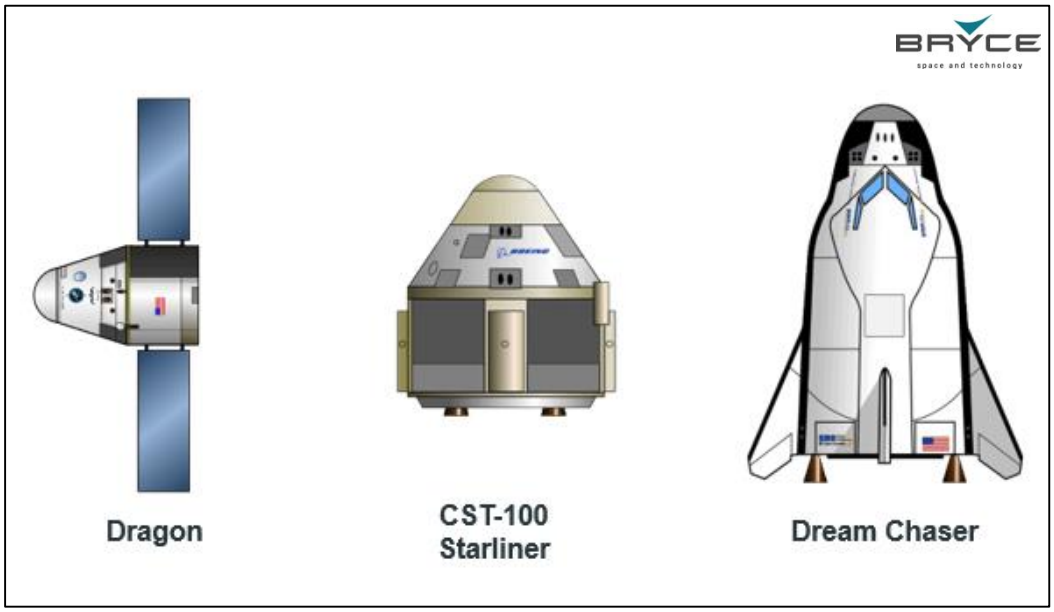
Most smallsats launched to date have been to support constellations of remote sensing smallsats. These satellites are dominated by two constellations, owned and operated by Planet and Spire Global, respectively, that account for two-thirds of commercial smallsats. Looking forward, more than 30 companies have announced plans to develop and manufacture smallsat constellations in the next decade. While all of these plans will not come to fruition, more than 10,000 smallsats are planned to launch over the next decade. Despite these plans, the majority of these satellites are not backed with significant funding. This number includes "megaconstellations" of communications smallsats designed to enable global internet connectivity. Two planned telecommunications megaconstellations are OneWeb, with a factory at the Cape, and SpaceX's Starlink constellation, with manufacturing in the state of Washington.



All Satellites Announced by a U.S. Provider, 2019-2028.

These proposed systems can be categorized as 1) proposed but have not secured meaningful funding, 2) initially or partially funded, and 3) operational and/or substantially funded. Smallsats in the first category are the least likely to come to fruition. Smallsats in the third category, those that expand a current operational system and have substantial funding, are the most likely to come to fruition. For most of the satellites in the second category, initially or partially funded, it is too early to tell whether they will succeed—these companies are in the midst of finalizing and testing their business cases. An example of a constellation in the second category is OneWeb, which still requires substantial additional investment to complete its constellation. The success or failure of this second category of companies may impact the development of other smallsat constellations and the dedicated small launch vehicle market.

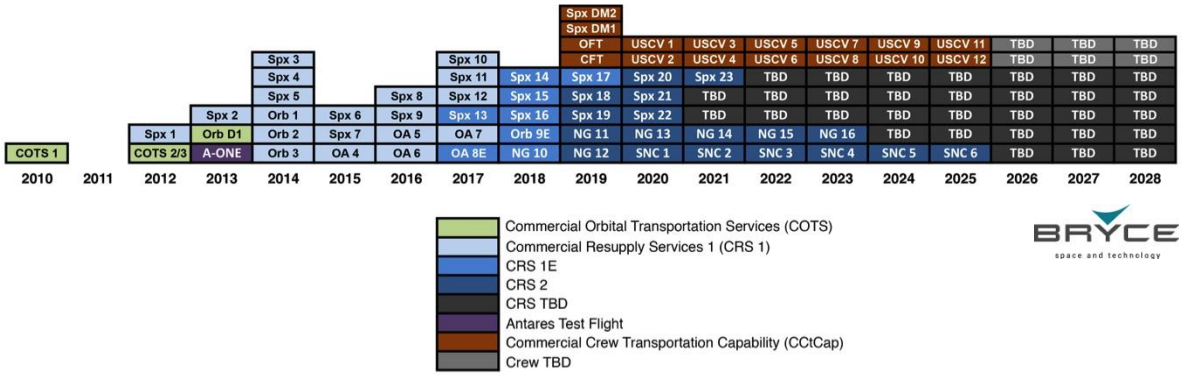
Commercial Cargo and Crew



Examples of NASA's Commercial Crew and Commercial Cargo Vehicles.

NASA has transitioned the role of transporting cargo and astronauts to the ISS to commercial companies through its commercial cargo and crew programs. NASA's commercial cargo missions are, and will remain, a steady stream of demand for the Cape. Two companies currently launch cargo missions from the Cape to the ISS, SpaceX and Northrop Grumman. A third company, Sierra Nevada Corporation (SNC), has a commercial cargo vehicle in advanced phases of development and plans to begin launching cargo from the Cape in 2020. Additionally, NASA astronauts will soon be transported from the Cape to the ISS on NASA commercial crew missions. Two commercial crew vehicles, SpaceX's Dragon Crew Capsule and Boeing's CST-100 Starliner, are in advanced phases of development and expected to enter service this year. A test version of SpaceX's Dragon Crew Capsule was successfully launched to the ISS on March 2, 2019.

Commercial crew and cargo missions will provide a steady stream of future demand for the Cape because they are required to support NASA's human space presence on the ISS and likely to be consistently funded by the U.S. government. There are sixty-five NASA commercial crew and cargo missions projected between from 2019 to 2027. The figure below shows the distribution of commercial cargo and crew missions to the ISS that have taken place from 2010 through 2018 and that NASA is planning for 2019 to 2028.



NASA's Planned Commercial Crew and Cargo Missions to ISS (2010-2028).

In addition to commercial crew and cargo missions to the ISS, NASA's future plans involve the development of a space station-like "Gateway" in the vicinity of the Moon. Current plans include the use of commercial vehicles to bring hardware and supplies to the Gateway. As these plans develop, they could increase the planned launches from the Cape.

In addition to NASA's projected orbital crew requirements, these providers' presence and existing infrastructure at the Cape are likely to encourage any emerging U.S. orbital tourist activity to launch from the Cape. Several companies have plans to enter the emerging space tourist market, and SpaceX and Boeing commercial crew vehicles are likely to be the transportation providers should this market emerge. If the market emerges, it may require new tourist support facilities at the Cape.

Dedicated Smallsat Launch Vehicles

Launch vehicles are categorized by the mass they are capable of putting into orbit, with classifications ranging from small to heavy.[11] The significant increase in planned smallsats has been accompanied by an increase in the planned launch vehicles for them: over 40 dedicated smallsat launch vehicles are in some phase of development.

Some dedicated smallsat launch companies are founded in and investing in Florida. In 2019, two new launch companies, Relativity Space and Firefly Aerospace announced plans to launch from the Cape. Relativity Space announced a 20-year lease to develop a launch facility at the Cape. Relativity Space reports it will launch its first rocket, Terran-1, from the Cape in 2020. Firefly Aerospace, another emerging smallsat launch company, announced plans to construct a $52M facility at the Cape. Firefly Aerospace announced this facility will be able to produce 24 of its Alpha launch vehicles per year and plans to begin launching from the Cape in 2021. Firefly has not announced when its Cape factory will open. Additionally, two Florida start-ups, Aphelion Orbitals and Mishaal Aerospace, are developing dedicated smallsat launch vehicles.

The long-term success of dedicated smallsat launch vehicles depends on the demand created by the smallsat market for launches and these companies' ability to meet schedule and cost goals. Dedicated smallsat launch vehicles are likely to be competitive launch options in four launch scenarios: launching small operational constellations, launching small sets of technology demonstration satellites, launching small parts of big constellations that require multiple orbital planes, and launching replacements for existing smallsats. The next two years are a key period for the smallsat launch market as smallsat companies' launch demands solidify and multiple dedicated smallsat launch companies prepare for their first flights. In the meantime, contracts with governments and satellite operators may provide early indicators of market demand. Initial contracts have been awarded under NASA's Venture Class Launch Services (VCLS) program to Rocket Lab and Virgin Orbit. The European Space Agency (ESA) has also awarded five small launch vehicle study contracts. Additional notable contract awards include:

- **Virgin Orbit**: DoD's Space Test Program, SITAEL, Cloud Constellation Corporation, Sky and Space Global, Planet, and OneWeb.
- **Vector:** Finland-based ICEYE, which plans to deploy nearly 20 remote sensing satellites.
- **Rocket Lab**: In addition to its successful launches for Spire Global, GeoOptics, DARPA, and NASA, Rocket Lab has announced contracts with Planet, Spaceflight Industries, and Moon Express.

Medium- to Heavy-Class Launch Vehicles

The majority of launch activity at the Cape is carried out by medium- and heavy-class launch vehicles. These vehicles include SpaceX's Falcon and Falcon Heavy, ULA's Atlas, Delta, and planned Vulcan, Blue Origin's planned New Glenn, and Northrop Grumman's planned Omega. Every major company in this sector, including the companies with a significant current presence at the Cape (ULA, SpaceX, Northrop Grumman, and Blue Origin), is developing new

[11] Launch vehicles are divided into four categories by the FAA: Small - Maximum mass capacity 2,268 kg (5,000 lb.) to low Earth orbit (LEO) or less; Medium - Maximum mass capacity is in the range of 2,269 kg (5,001 lb.) to 5,443 kg (12,000 lb.) to LEO; Intermediate - Maximum mass capacity is in the range of 5,444 kg (12,001 lb.) to 11,340 kg (25,000 lb.) to LEO; and Heavy - Maximum mass capacity is greater than 11,340 kg (25,000 lb.) to LEO.

medium- to heavy-class launch vehicles. In many cases, companies plan to retire an existing launch vehicle while transitioning a replacement vehicle. ULA, for example, is replacing its Atlas V and Delta IV vehicles with the Vulcan. These replacements will change the type of vehicles launching from the Cape, but are unlikely to change the Cape's core tenants or significantly impact the volume of Cape launches.

Launch Complex 39 (LC-39) will continue to be used in the years ahead sustaining a rich legacy of spaceflight that begins with Apollo. LC-39A will be used by SpaceX to support launches of the Falcon 9 for crewed launches and the Falcon Heavy. The company will continue to use LC-40 for non-crewed missions. SpaceX's use of its Texas launch site under development remains to be seen. SpaceX's Elon Musk has stated that Falcon and Falcon Heavy launches will remain at the Cape and Vandenberg, while SpaceX's future Super Heavy Rocket / Starship (formerly BFR) will launch from its Texas facility. SpaceX plans to continue to use the Cape to support government and crewed missions.

LC-39B will be used for NASA's Space Launch System (SLS) and may be used by Northrop Grumman's OmegA vehicle. Assets used to support launches from LC-39, such as the Vehicle Assembly Building (VAB) and Mobile Launch Platforms (MLP), will support SLS and potentially OmegA.

For some of these new launch vehicles, it is too early to see if they will succeed or fail. Government contracts can be early signs of potential success or failure: every successful launch company to date has had the government as a tenant. Contracts for national security missions, awarded under the competitive National Security Space Launch (NSSL) program (formerly the Evolved Expendable Launch Vehicle program), are one such indicator. The NSSL program aims to assure launch access for national security missions, and since 2002 it has been responsible for 75 successful launches placing more than $50B worth of national security satellites into orbit. The most recent award under this program came in October 2018, with $2B for vehicle development contracts to Blue Origin, Northrop Grumman, and ULA for the New Glenn, OmegA, and Vulcan vehicles, respectively. All of these companies have or are planning Cape operations.

NASA's Launch Services Program (LSP), managed at KSC, will also continue to be used for procurement of launch services supporting agency missions. LSP contracts are awarded to launch service providers offering any class of launch vehicle, though most are for medium- to heavy-class vehicles. LSP also oversees awards of VCLS to providers of dedicated smallsat launch vehicles and the CubeSat Launch Initiative (CSLI), which provides a means for identifying rideshare launch opportunities aboard U.S. government vehicles to non-government cubesat operators.

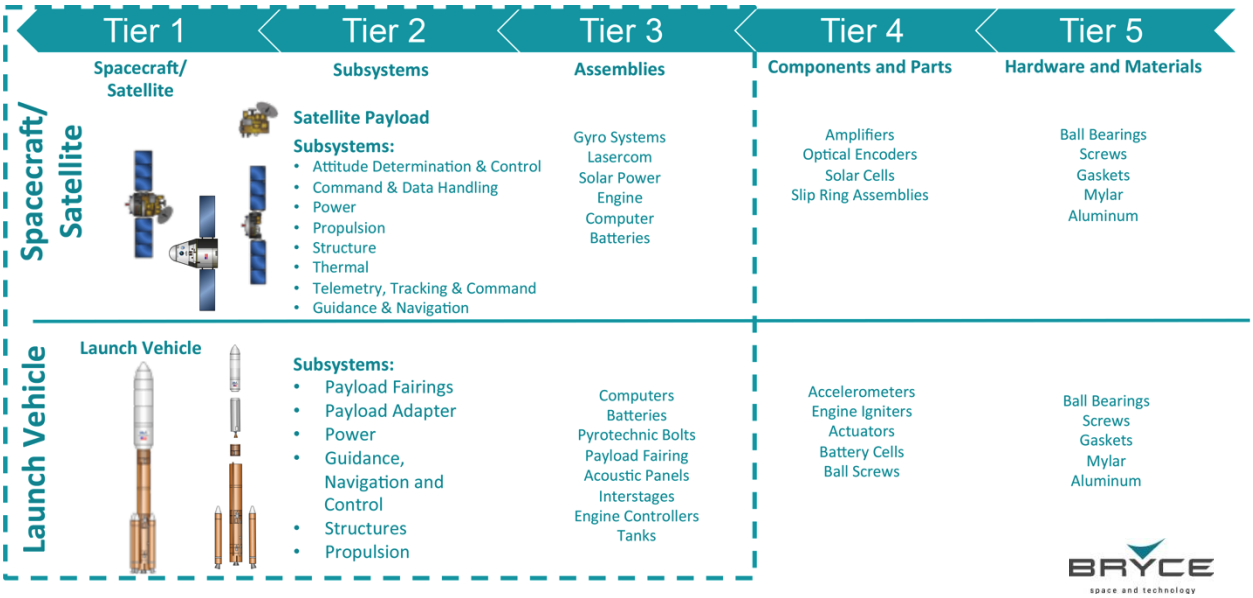
Refurbishable Launch Vehicles

Refurbishing vehicles decreases the need to manufacture new vehicles. Two key companies with a Cape presence, SpaceX and Blue Origin, have or are developing refurbishable launch vehicles and are investing in new Cape facilities to support these vehicles. In 2018, SpaceX announced plans to expand its facilities at KSC to "streamline operations to launch, land and re-fly [the] Falcon family of rockets." In 2018, Blue Origin announced an additional $60M testing and refurbishment facility at KSC's Exploration Park and managed by Space Florida. Additionally, Orbiter Processing Facilities (OPF) used during the Space Shuttle era have been repurposed under lease agreements with KSC to support government and commercial vehicles requiring routine refurbishment. OPF-1 and OPF-2 are used by the USAF, with contractor

support from Boeing, to refurbish the X-37B orbital spaceplane. OPF-3 is used by Boeing to maintain its CST-100 Starliner spacecraft. Beyond decreasing the need to manufacture new vehicles, it is unclear at this time to what extent refurbishable vehicles will impact the Cape's activity and supply chain in the long term.

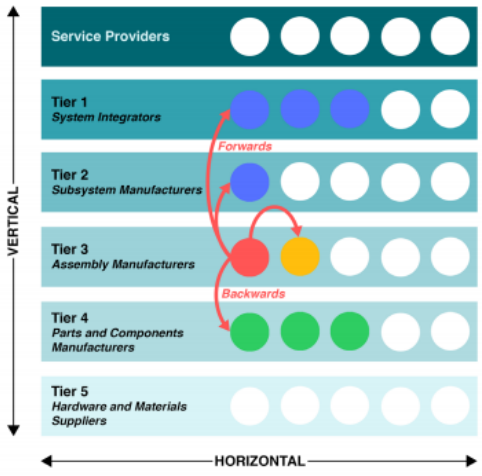
Supply Chain Characterization and Volusia County Impacts

The trends discussed above will likely have impacts on the commercial space industry supply chain. The supply chain can be characterized by using a five-tier map where each tier describes the relative complexity of products. The suppliers in the trend and high-growth areas are described in this report at the system, subsystem, and assemblies levels.



Vertical Integration

Some start-up space firms, including many launch companies such as SpaceX, Blue Origin, Relativity Space, and Firefly Aerospace, are vertically integrated. Vertically integrated firms internalize significant pieces of their supply chain, manufacturing elements spanning multiple industry tiers. Additionally, vertically integrated firms frequently produce several different technologies within one tier: most vertically integrated launch companies produce many of their own systems, subsystems, and assemblies. For example, SpaceX manufactures launch vehicles and spacecraft across all tiers, from system integration to additive manufacturing of basic hardware, and manufactures all of its own subsystems—integrating horizontally within a tier. This means that vertically integrated companies frequently do not purchase systems, subsystems, or assemblies. However, even these companies still purchase lower tier items, such as components, parts, hardware, and materials, to manufacture higher tier elements. The specific components, parts, hardware, and materials purchased by vertically integrated companies are predicated by the companies' supply chain and manufacturing strategy. Bryce examined the supply chain for two potentially high-growth vertically integrated companies with recent Cape



announcements, Relativity Space and Firefly Aerospace. Relativity Space additively manufactures 95% of their Terran-1 rocket, using their custom designed 3D metal printer. Though Relativity is pursuing this highly automated process to ultimately enable its vision of printing rockets on Mars, its product strategy significantly impacts, and simplifies, its supply chain. Aside from the printer, the primary inputs for Relativity's manufacturing process are the metal alloys (aluminum and nickel) used to feed the printer. Relativity also purchases the limited number of components, parts, hardware, and materials—for example, electronics and turbo pump bearings—that it does not print.

Firefly Aerospace is using a vertically integrated supply chain to carefully manage costs, and the major Firefly investor has made statements indicating it is pursuing further vertical integration through mergers and acquisitions. Firefly fabricates vehicle subsystems and assemblies, including its avionics, propulsion systems, and structures, using both additive and traditional manufacturing techniques. A major Firefly Investor, Noosphere Ventures, has said it is seeking to acquire component suppliers in the near future to further integrate the supply chain and control more of the value chain.

Companies such as Firefly and Relativity are emerging businesses and their final manufacturing plans are still in development. Discussions with these companies as they solidify manufacturing plans could be valuable to Volusia County.

Smallsats Supply Chain

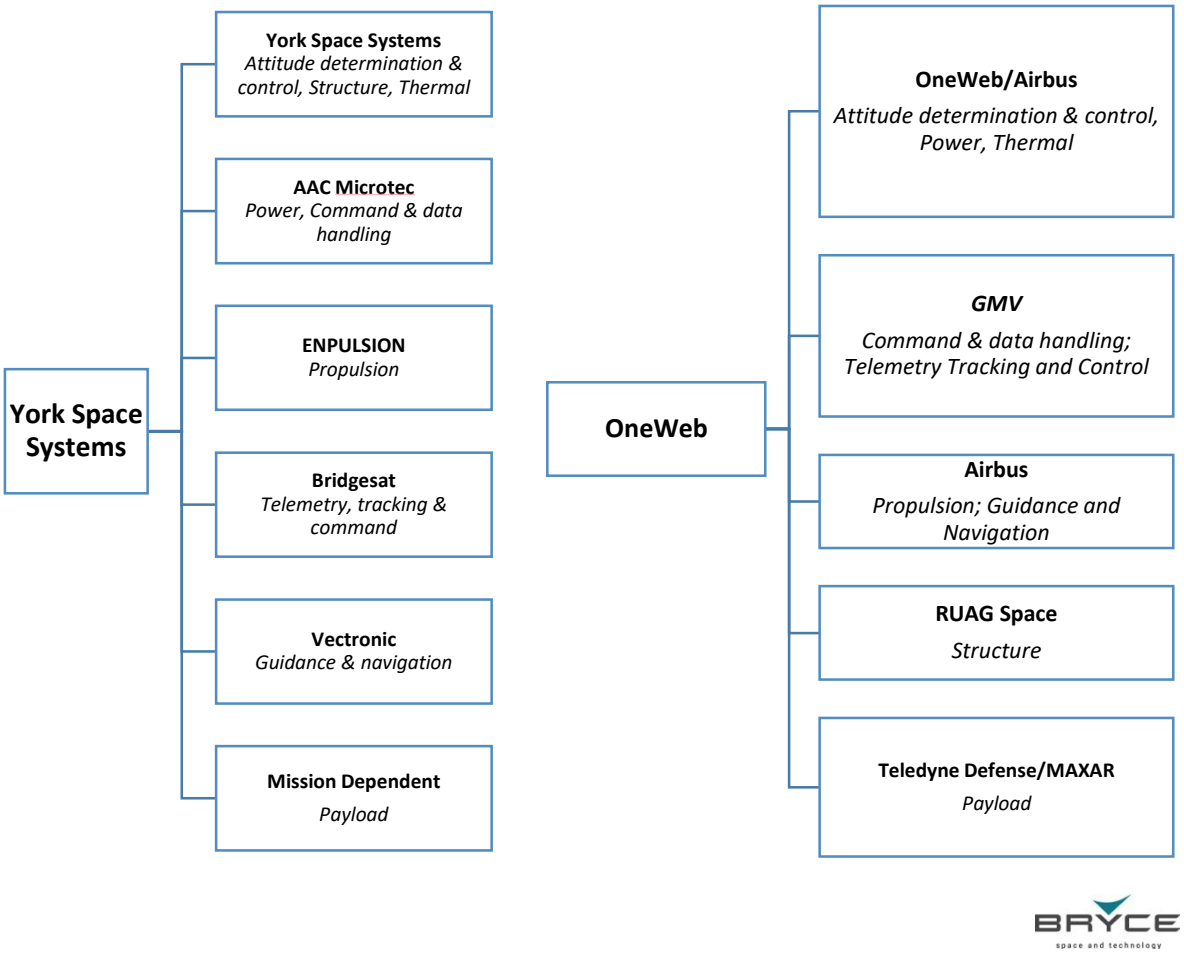
Smallsats have unique manufacturing requirements, due to their mass and power constraints, which is leading to the creation of new subsystem products designed specifically for this small form factor. These new product developments may create new supply chain opportunities for companies, and by extension, Volusia County.

To date, the Cape has not launched large volumes of smallsats; however, as smallsats are relatively easy to transport, manufacturers are not necessarily drawn to launch site proximity. For example, OneWeb satellites are manufactured in Florida but planned for launch from French Guiana and other locations. A more significant factor in recruiting smallsat suppliers for Volusia County may be the presence of the Airbus/OneWeb factory at the Cape. This factory is poised to manufacture the 600+ satellites comprising the OneWeb telecommunications constellations and may utilize this scale to become a market leader in this high-growth area.

There is early evidence that proximity to this factory is motivating some smallsat subsystem and component suppliers to relocate. RUAG, a Swiss company, recently collocated with OneWeb in Florida to manufacture the structures for OneWeb satellites. RUAG sales and marketing director Niklas Boman told *SpaceNews* that "being geographically close to the satellite assembly, integration and test facility or the launch base has a huge impact on the overall business case." This may be especially true of companies, such as RUAG, that provide high-volume components. For example, a single satellite may require a few thousand structural mounting components, which becomes significant considering OneWeb's planned 600+ satellites.

To characterize the smallsat supply chain Bryce developed a subsystem level supply chain for two types of smallsat manufacturers: OneWeb (Florida), which manufactures large constellations of the same type of smallsats, and York Space Systems (Colorado), a start-up manufacturer that

makes smallsats for a wide range of uses and operators (below).



Major component suppliers of York Space Systems and OneWeb.

Of the diverse set of subsystem providers used by OneWeb and York Space Systems, some are established aerospace companies, such as Airbus and RUAG. These established companies already provide significant support to many parts of the aerospace industry, from launch vehicles and large satellites, and have developed specific subsystems for the smallsat market. Other suppliers used by OneWeb and York, such as Enpulsion, are newer companies that focus specifically on manufacturing smallsat subsystems. Supplier profiles for representative subsystem (Enpulsion) and assembly (Maxar) providers of potentially high-growth products for smallsats are below. Additional supplier profiles are included in the appendices.

	Attributes	Remarks
MAXAR TECHNOLOGIES **Headquarters: Westminster, CO**	Typical Size	~100 jobs per facility
	Unique Workforce Skills	Radio Frequency electronics engineer, electrical engineer, systems engineer
	Transportation Requirements	Safe to transport, special environment container by road or air, <1 cubic meter
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Specialty metals (e.g. aluminum, titanium, ferrous alloys), communication subcomponents (e.g. antennae), specialty electronics (e.g. space-certified chipsets, interface devices)
	Current Industry Capacity	Demand dependent on success of communication constellations
	Typical Proximity	May be remote: antenna production located in Quebec, Canada; satellites initially built in Toulouse, France but shifting to Florida

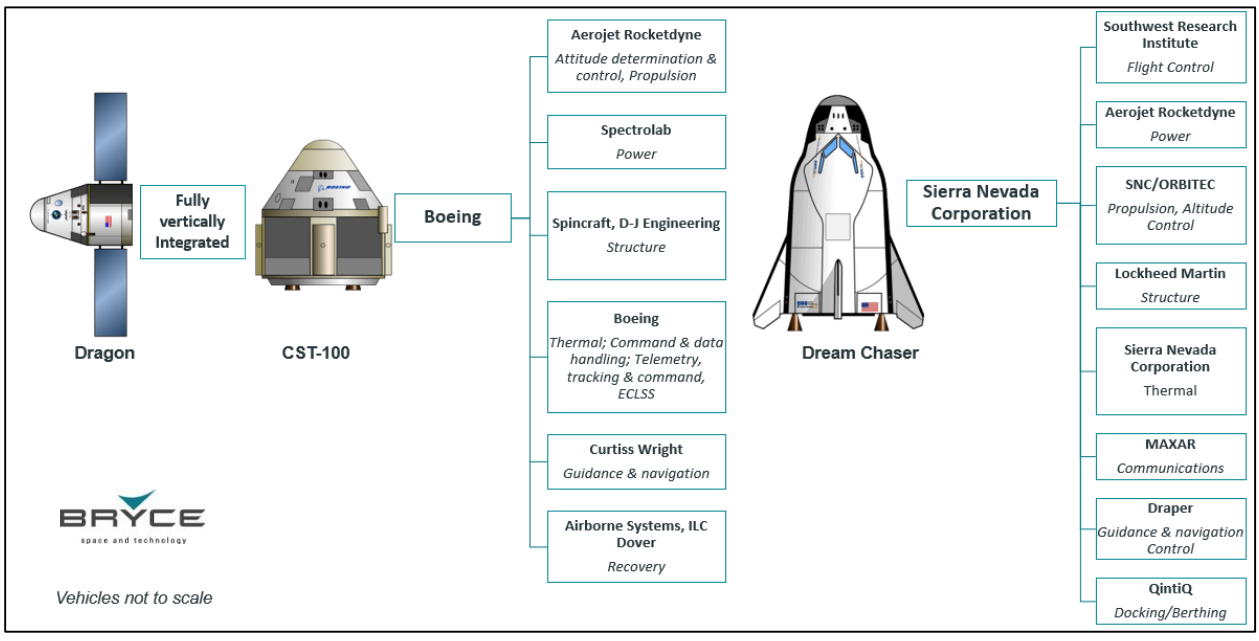
	Attributes	Remarks
ENPULSION **Headquarters: Wiener Neustadt, Austria**	Typical Size	Fewer than 50 jobs per facility
	Unique Workforce Skills	High energy physics
	Transportation Requirements	Safe to transport and <1 cubic meter
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Specialty metals (e.g. indium, stainless steel), specialty tools
	Current Industry Capacity	Smallsat industry is growing, but not all smallsats require (ex. CubeSats)
	Typical Proximity	Remote (from Austria to USA)

Profile of Smallsat Component Suppliers Maxar and Enpulsion.

When assessing smallsat suppliers, Volusia County should consider three characteristics of the current smallsat industry in addition to relevant company specifics. First, business plans that use smallsats as the predominate platform for providing satellite services are an emerging business model, but they are generally addressing an established market (for example, providing satellite telecommunications). These new models present opportunities to shape the supply chain and suppliers, but also carry the risk of being based on business plans that have yet to be proven. Established demand for satellite services indicate a basis for their success. Second, smallsat manufacturers leverage both existing and emerging space industry suppliers. Emerging suppliers may be more flexible in establishing manufacturing locations, but existing suppliers may be more stable businesses that supply multiple parts of the space industry. Finally, smallsat manufacturing does not need to be near launch sites. As previously discussed, Volusia County's proximity to key system manufacturers, such as Airbus/OneWeb, may be as beneficial in recruiting future companies than proximity to launch sites.

Commercial Crew and Cargo Supply Chain

Four commercial crew and cargo spacecraft are already launching or expected to launch from the Cape in 2019: SNC's Dream Chaser, Boeing's CST-100 Starliner, and SpaceX's Crew and Cargo Dragon vehicles. Bryce characterized the supply chain of all four vehicles. Both of SpaceX's vehicles, like all of its launch vehicles, use vertically integrated supply chains. While SpaceX purchases components, parts, hardware, and materials, such as aluminum and titanium, to support this manufacturing, it does not purchase subsystems. Bryce's profile of SpaceX is included in the systems section.



Commercial Crew and Cargo Supply Chain.

NASA's commercial cargo and crew programs will maintain steady activity at the Cape. The relatively advanced phase of development of these spacecraft, however, makes it unlikely new local facilities will be required despite the activity around these programs. Recruitment

potential for Volusia County would likely require suppliers to relocate existing facilities. Bryce characterized potential primary and potential high-growth suppliers for commercial crew and cargo missions. Additional profiles are included in the appendices.

	Attributes	Remarks
SIERRA NEVADA CORPORATION **Headquarters: Sparks, NV**	Typical Size	800-900 jobs (Colorado Dream Chaser facility)
	Unique Workforce Skills	Rocket engine engineer/design, and flight software design
	Transportation Requirements	Air, rail, road for movement of components to other facilities and launch site, 7 meters x 9.1 meters
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Composites, Subsystems (e.g. Guidance Navigation and Control, composite structures)
	Current Industry Capacity	Commercial Cargo contract secured, in competition with other ISS servicers
	Typical Proximity	Remote assembly (CO) integration occurs at launch site

	Attributes	Remarks
DRAPER **Headquarters: Cambridge, MA**	Typical Size	100-200 jobs per facility
	Unique Workforce Skills	Guidance, navigation, and control engineer; positioning, navigation, timing engineer
	Transportation Requirements	Safe to transport, possible specialized environmental containers, <1 cubic meter
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Electronic components, materials, computer equipment, machine tools
	Current Industry Capacity	Existing and emerging launch vehicles and space vehicles may increase demand
	Typical Proximity	Close proximity

SNC and Draper Supplier Profiles.

Key factors for Volusia County in assessing potential supply chain opportunities associated with commercial crew and cargo activities are the relatively established nature of these manufacturers and supply chains; the flexibility in integration location; and the potential emerging opportunities associated with vehicle refurbishment and, potentially, with orbital tourism. The relatively advanced phase of development of commercial crew and cargo spacecraft means that most suppliers are already in place, and therefore there is not necessarily an incentive for suppliers to create new facilities to support commercial crew and cargo manufacturing needs.

Recruitment potential for Volusia County would likely require suppliers to relocate existing activities. For example, SNC is the newest provider, but their supply chain is also relatively established. Some commercial crew and cargo vehicle manufacturers integrate their vehicles prior to shipping them to launch sites – SNC integrates the Dream Chaser in Colorado. This flexibility may limit the proximity advantage for Volusia County in recruiting new commercial crew and cargo suppliers. Refurbishment of these spacecraft may present future opportunities if providers, in seeking efficiencies, employ subcontractors for various maintenance needs. These needs were not found at present. Finally, if a significant U.S. orbital tourist market develops, it could increase demand for commercial crew and cargo-like services and supply chain inputs. Significant tourist demand could also generate requirements for tourist and visitor training and support facilities.

Smallsat Launch Vehicles Supply Chain

As previously discussed, many emerging smallsat launch companies, including Relativity Space and Firefly Aerospace, use a vertically integrated supply chain enabled at least in part by additive manufacturing. These companies purchase components, parts, hardware, and materials, such as nickel and electronics, to support their manufacturing, but do not purchase subsystems. Since these companies do not purchase subsystems, subsystem level supply chain maps were not developed for these vehicles. Supplier profiles of Relativity and Firefly are below.

	Attributes	Remarks
FIREFLY AEROSPACE **Headquarters: Cedar Park, TX**	Typical Size	170 jobs at facility
	Unique Workforce Skills	Additive and precision manufacturing
	Transportation Requirements	No special requirements, highway transportable
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Specialty metals, materials and chemicals, (e.g. carbon composites, copper, nickel)
	Current Industry Capacity	Small launch vehicle market evolving, but unlikely that demand can support all small launch vehicles currently in development
	Typical Proximity	Remote, payload integration at launch site

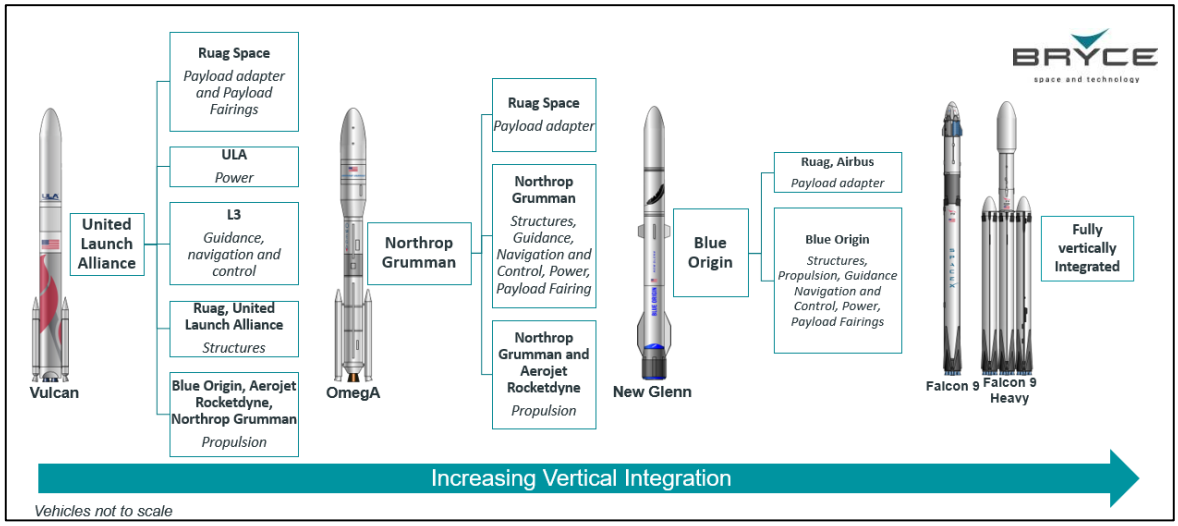
	Attributes	Remarks
Relativity **Headquarters:** **Los Angeles, CA**	Typical Size	60 jobs, currently advertising 100+ positions at facility
	Unique Workforce Skills	Automation, machine learning, additive manufacturing
	Transportation Requirements	Manufacturers at launch site
	Environmental Impact	Hazardous waste/materials
	Major Items Purchased	Metals, for example aluminum and nickel alloys, electronics, turbo pump bearings
	Current Industry Capacity	Small launch vehicle market evolving, but unlikely that demand can support all small launch vehicles currently in development
	Typical Proximity	Plans to manufacture on the Cape

Firefly Aerospace and Relativity Space Supplier Profiles.

Both companies' supplier profiles demonstrate the effects of their vertical integration and the growing prominence of additive manufacturing. As more companies across the space sector pursue both vertical integration and additive manufacturing, these companies could provide leading indicators of future employee and materials requirements.

Both Relativity Space and Firefly Aerospace are also integrating service offerings, such as payload processing, into full service solutions. Relativity Space's new Cape factory will have payload processing capabilities bringing another piece of launch services into its value chain. Firefly Aerospace recently announced a partnership with York Space Systems to provide a complete product solution that includes services from spacecraft manufacturing to launch and downlink services.

Volusia County has several key factors to consider in assessing potential small launch vehicle supply chain opportunities. First, this current set of small launch vehicles are based on a new business model designed to meet the schedule needs of an emerging smallsat market. Emerging small launchers, such as Relativity and Firefly, see opportunities to be more cost competitive than the previous generation of small launch vehicles by leveraging evolving manufacturing techniques, such as additive manufacturing. However, given the high number of small launchers in development and continued price pressure from medium to heavy launchers, these business models remain to be proven. Further, most emerging companies are using vertically integrated supply chains, and leveraging additive manufacturing, in ways that will impact supply chain opportunities for Volusia County. Given that these companies are still in the development



Medium/Heavy Launch Vehicle Supply Chain.

stage, Volusia County may gain important insight into small launch vehicle companies' long-term viability and supply chain plans through continued conversations with these companies.

Medium- to Heavy-Class Launch Vehicle Supply Chain

Most medium- to heavy-class launch vehicles are developed by more established aerospace companies, typically utilizing more traditional supply chain partners, with some in-house manufacturing of subsystems. Subsystem level supply chain profiles for launch vehicles with significant investments at the Cape are below.

Most medium- to heavy-class launch vehicles are developed by more established aerospace companies, leveraging established supply chain partners, with some in-house manufacturing of subsystems. Two such developments, Northrop Grumman's new Omega launch vehicle and ULA's planned Vulcan family, are still formally establishing their supply chains, yet both are likely to utilize historic supply chain partners. Blue Origin is also making major investments in future launch vehicles, including building new facilities at the Cape to support these activities. These developments could lead to continued growth in activity and supply chain opportunities at the Cape as these planned vehicles mature. However, manufacturers' reliance on established supply chain partners means recruitment potential for Volusia County would likely require suppliers to relocate existing activities. Below are supply chain profiles for Aerojet Rocketdyne and RUAG, both market leaders for their particular subsystems and assembly and subsystem suppliers for emerging medium- to heavy-class launch vehicles.

	Attributes	Remarks
AEROJET ROCKETDYNE **Headquarters: El Segundo, CA**	Typical Size	800 jobs at propulsion facility; 400 jobs at energetics facility
	Unique Workforce Skills	None identified (materials scientists, engineering and processing)
	Transportation Requirements	Safe to transport, <10 cubic meters
	Environmental Impact	Hazardous waste
	Major Items Purchased	Specialty metals, materials, and chemicals (e.g. Hydroxyl-terminated polybutadiene, graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys), specialty tools
	Current Industry Capacity	Expected shift in demand from supplying stage engines for Atlas/Delta to boosters for SLS and spacecraft thrusters
	Typical Proximity	May be remote

	Attributes	Remarks
RUAG Aerospace Defence Technology **Headquarters: Bern, Switzerland**	Typical Size	60 jobs at FL facility
	Unique Workforce Skills	3D modeling
	Transportation Requirements	Safe to transport, 5.5 meters long
	Environmental Impact	Minimal impact
	Major Items Purchased	Composite materials, specialty tools, Aluminum, carbon fiber, plastic sheets, resin
	Current Industry Capacity	Currently expanding facility to meet demand, may change if refurbishing/recovery becomes common
	Typical Proximity	Co-located, but may be remote

Aerojet Rocketdyne and RUAG Supplier Profiles.

Both established and emerging companies are developing new medium to heavy launch vehicles to address the existing medium to heavy launch market. Although the market overall is established, it is yet to be seen whether the market can accommodate all of the existing and planned launch vehicles. While these new vehicles may generate some supply chain transitions and opportunities, both the established and emerging companies' medium and heavy launch suppliers at the Cape have established supply chains. Recruitment potential for Volusia County would likely require suppliers to relocate existing activities. These opportunities may also be limited to lower value suppliers as these companies' higher value engine manufacturing activities occur elsewhere, such as SpaceX's facility in California and Blue Origin's planned facility in Alabama.

Refurbishable Launch Vehicle Supply Chain

Proximity requirements of refurbishing vehicle likely dictate that this will remain a Cape-based activity. Both SpaceX and Blue Origin are refurbishing their own launch vehicles, completing this work at new refurbishment-specific sites on the Cape. As companies are just beginning to operate refurbished vehicles on a regular basis the total industry demand and capacity for this service remains uncertain. This strategy potentially limits supply chain opportunities for Volusia County, unless these companies shift to include outside servicers for this activity in the future.

	Attributes	Remarks
SPACEX **Headquarters: Hawthorne, CA**	Typical Size	300-500 jobs in Florida
	Unique Workforce Skills	Precision manufacturing, mission operations logistics, refurbishment evaluation/maintenance
	Transportation Requirements	Highway in special truck – 70m length, specialized boats (barges)
	Environmental Impact	Hazardous waste/materials from assembly and integration, some from launch
	Major Items Purchased	Specialty metals, materials, and chemicals (e.g. graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys, helium, nitrogen), manufacturing systems, propellants (e.g. liquid oxygen, rocket grade kerosene, dinitrogen tetroxide, monomethyl hydrazine), carbon fiber, aluminum, titanium
	Current Industry Capacity	Steady growth in recent years
	Typical Proximity	Manufacture and assembly remote, integration occurs at launch site

	Attributes	Remarks
BLUE ORIGIN **Headquarters: Kent, WA**	Typical Size	~300-400 jobs expected in Florida with additional Florida facility
	Unique Workforce Skills	Flight control & mission operations
	Transportation Requirements	Specialized needs due to dimensions (7m diameter, 96m length—length may be reducible)
	Environmental Impact	Hazardous waste/materials from assembly and integration, some from launch
	Major Items Purchased	Specialty metals, materials, and chemicals (e.g. graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys) manufacturing systems (Ingersoll Mongoose), propellant (e.g. liquid oxygen, liquefied natural gas)
	Current Industry Capacity	Precursor government contracts secured, contracts with a few commercial customers, will compete with heavy vehicles
	Typical Proximity	Engine manufacturing in Alabama, final assembly and some manufacturing at launch site

SpaceX and Blue Origin Supplier Profiles.

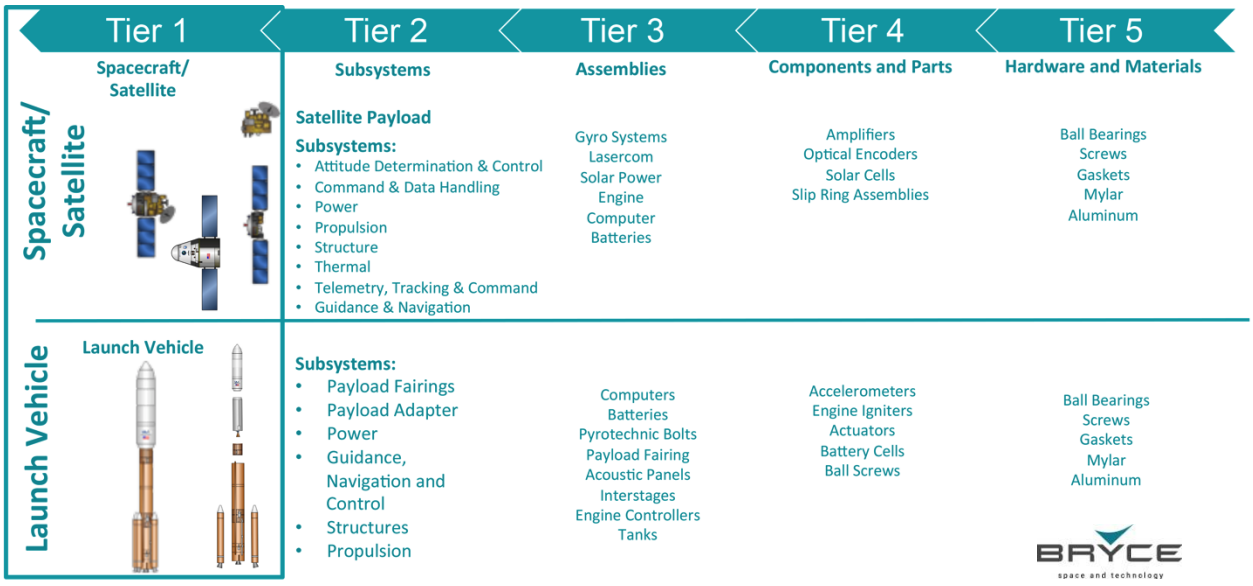
Appendix – Additional Supplier Profiles

Bryce developed supplier profiles for potentially high-growth systems, subsystems, and assembly providers. These profiles characterize suppliers' typical size, unique workforce skills, transportation requirements, environmental impact, major items purchased, current industry capacity, and typical proximity to launch sites. For unique workforce skills, the profile only includes workforce skills that are unique to that supplier in comparison to other aerospace manufacturing suppliers. For instance, most suppliers require aerospace, quality, and production engineers. For the purposes of these profiles these are not identified as unique workforce skills.

Utility needs of spacecraft and launch systems, subsystems, and assemblies manufacturers are considered as a whole, rather than applying specific utility needs to each supplier or supplier type as utility data was not consistently publicly available at the individual supplier level. Available data on recently built or approved plants, including SpaceX and Blue Origin's new Cape facilities, indicate that these facilities fit within available Cape energy infrastructure and did not require specialized utility infrastructure beyond that which would be required of any large new manufacturing facility. Further, a review of manufacturing energy consumption survey data indicates that many spacecraft and launch system manufacturers' utility requirements fall in line with those of other major industries that fabricate metals, plastics, machinery and electrical equipment. Space industry manufacturers that make products using nonferrous metals (primarily aluminum, but also other metals, such as zinc) may have higher energy requirements as these metals require more energy intensive manufacturing processes.

Systems Supplier Profiles

Bryce developed supplier profiles for the high-growth categories identified throughout this analysis: Smallsats, commercial crew and cargo vehicles, dedicated smallsat launch vehicles, and new medium- to heavy-class launch vehicles.



Launch Providers with Existing Cape Investments

System Manufacturer	SpaceX	Blue Origin	ULA	Northrop Grumman
System	Falcon 9, Falcon Heavy	New Glenn	Atlas V, Delta IV, Vulcan	OmegA
Typical Size	300-500 jobs in Florida	~300-400 jobs expected in Florida with additional Florida facility	Fewer than 1,000 jobs per facility	500 jobs in mid-2018, planning increase to 1,000 by 2020 (OmegA program)
Unique Workforce Skills	Mission operations logistics, refurbishment evaluation/maintenance	Flight control & mission operations	Flight control & mission operations	Flight control & mission operations
Transportation Requirements	Highway in special truck – 70m length, specialized boats (barges)	Specialized needs due to dimensions (7m diameter, 96m length – length may be reducible)	Typically specialized cargo aircraft, Delta IV by ship	Air, rail (for booster segments) for movement of components to other facilities and launch site
Environmental Impact	Hazardous waste/materials from assembly and integration, some from launch	Hazardous waste/materials from assembly and integration, some from launch	Hazardous waste/materials from assembly and integration, some from launch	Hazardous waste/materials from assembly and integration, some from launch
Major Items Purchased	Specialty metals, materials, and chemicals (e.g. graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys, helium, nitrogen), manufacturing systems, propellants (e.g. liquid oxygen, rocket grade kerosene, dinitrogen tetroxide, monomethyl hydrazine)	Specialty metals, materials, and chemicals (e.g. graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys) manufacturing systems (Ingersoll Mongoose), propellant (e.g. liquid oxygen, liquefied natural gas)	Subsystems (e.g. propulsion – helium and propellant tanks, rocket engines, solid boosters, composite and metal structures – tank domes, avionics – telemetry GNC, payload adapters, payload fairings) specialty tools, propellant (e.g. liquid oxygen, liquid hydrogen, rocket grade kerosene)	Subsystems (e.g. payload adapter, propulsion – third stage engine, structures – graphite epoxy composite), propellant (e.g. hydroxyl-terminated polybutadiene, liquid oxygen, liquid hydrogen)
Current Industry Capacity	Steady growth in recent years	Precursor government contracts secured, contracts with a few commercial customers, will compete with heavy vehicles	Existing government launch provider, limited commercial contracts; future plans to extend commercial launch opportunities	Will compete with existing medium/heavy vehicles
Typical Proximity	Manufacture and assembly remote, integration occurs at launch site	Engine manufacturing in Alabama, final assembly and some manufacturing at launch site	Manufacturing likely remote, final assembly & integration at launch site	Manufacture may be remote, final assembly & integration at launch site

Emerging Small Launch Vehicles with Announced Cape Investments

System Manufacturer	Relativity Space	Firefly Aerospace
System	Terran-1	Alpha
Typical Size	60 jobs, currently advertising 100+ positions at facility	170 jobs at facility
Unique Workforce Skills	Automation, machine learning, additive manufacturing	Additive and precision manufacturing
Transportation Requirements	Manufacturers at launch site	No special requirements, highway transportable
Environmental Impact	Hazardous waste/materials	Hazardous waste/materials
Major Items Purchased	Specialty metals, materials, and chemicals (e.g. carbon composites, copper, nickel)	Metals, for example aluminum and nickel alloys, electronics, turbo pump bearings
Current Industry Capacity	Small launch vehicle market evolving, but unlikely that demand can support all small launch vehicles currently in development	Small launch vehicle market evolving, but unlikely that demand can support all small launch vehicles currently in development
Typical Proximity	Plans to manufacture on the Cape	Remote, payload integration at launch site

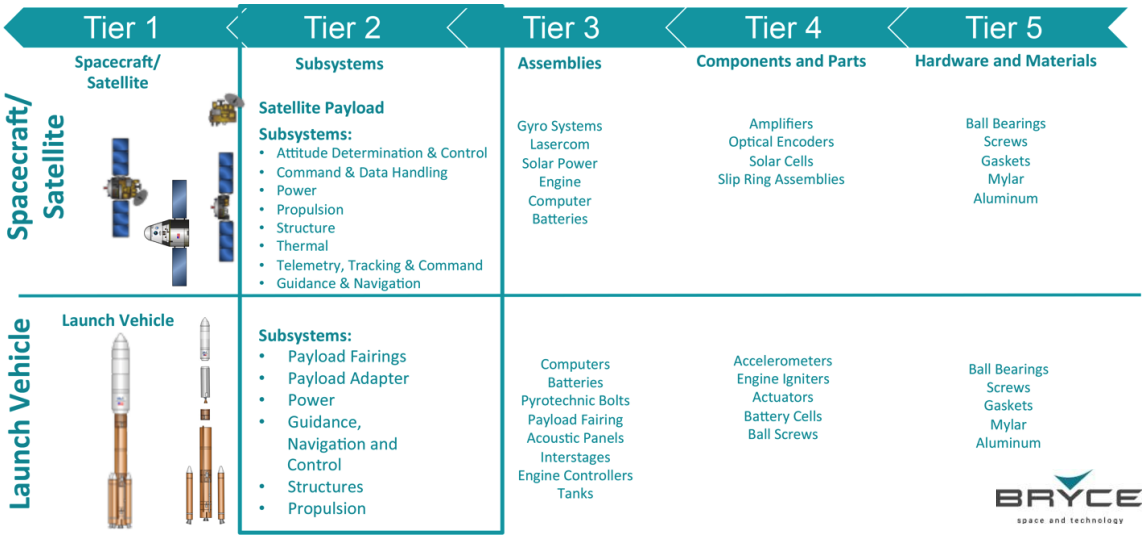
Emerging Payload Providers with Existing Cape Facilities

System Manufacturer	OneWeb
System	OneWeb satellite
Typical Size	250 jobs
Unique Workforce Skills	Payload system engineer, propulsion assembly and test; guidance navigation and control engineer; radio frequency system engineer
Transportation Requirements	Transportable by road or air in special environment container, <150kg and <25 cubic meters
Environmental Impact	Hazardous waste/materials
Major Items Purchased	Subsystems, such as solar cells, momentum wheels, electronic components computer equipment, and machine tools
Current Industry Capacity	OneWeb constellation 600 satellites over 3-5 years. Satellite industry as of 2018: 20 - 30 satellites of OneWeb mass class per year.
Typical Proximity	Manufactured in Florida, launched from multiple locations including French Guiana and possibly Mojave, CA via Virgin Orbit

Commercial Crew and Cargo Vehicles

System Manufacturer	SpaceX	Boeing	SNC
System	Dragon	CST-100 Starliner	Dream Chaser
Typical Size	300-500 jobs in Florida	Up to 550 jobs (anticipated)	800-900 jobs (Colorado Dream Chaser facility)
Unique Workforce Skills	Mission operations logistics	Data science, computer programmer,	Rocket engine design and flight software design
Transportation Requirements	Highway, 8.1 meters x 4 meters	Safe to transport, limited by volume (~5m diameter & length)	Air, rail, road for movement of components to other facilities and launch site, 7 meters x 9.1 meters
Environmental Impact	Hazardous waste/materials	Hazardous waste/materials	Hazardous waste/materials
Major Items Purchased	Specialty metals (e.g. aluminum, Inconel, titanium), materials, and chemicals (e.g. NTO/MMH, carbon composite), EOS additive manufacturing systems	Specialty metals (e.g. aluminum alloy, stainless steel), specialty chemicals (e.g. polyether-ketone), subsystems (e.g. propulsion, thermal, ECLSS, recovery, etc.)	Composites (e.g. carbon composites, TUFROC, aluminum alloy), subsystems (propulsion, avionics, thermal, etc.)
Current Industry Capacity	Commercial Cargo/Crew contracts secured, in competition with other ISS servicers	Commercial Crew contracts secured, in competition with other ISS servicers	Commercial Cargo contract secured, in competition with other ISS servicers
Typical Proximity	Remote assembly, integration occurs at launch site	Assembled and integrated at launch site	Remote assembly (CO) integration occurs at launch site

Subsystems Supplier Profiles



Bryce developed profiles for representative suppliers for each type of spacecraft or launch vehicle subsystem used in smallsats, commercial crew and cargo vehicles, dedicated smallsat launch vehicles, and new medium- to heavy-class launch vehicles. Commercial crew and cargo systems require unique subsystems to support their missions. Bryce developed profiles for Environmental Control and Life Support System (ECLSS) and Recovery System to characterize these needs.

Payload Subsystems

Subsystem Manufacturer	RUAG	Maxar/MDA	Draper	Advanced Cooling Technologies
Subsystem	Structure	Command & Data Handling Systems	Guidance & Navigation	Thermal
Typical Size	60 jobs at FL facility	~100 jobs per factory	100-200 jobs per facility	200 jobs at facility
Unique Workforce Skills	3D modeling	Guidance, navigation and control engineer, thermal engineer, synthetic aperture radar solutions engineer	Guidance, navigation, and control engineer; data analytics; data scientist; positioning, navigation, and timing engineer	Thermal engineer, materials scientist
Transportation Requirements	Safe to transport and <1 cubic meter	Safe to transport, special environment container by road or air, <1 cubic meter	Safe to transport, possible specialized environmental containers, <1 cubic meter	Safe to transport and <1 cubic meter
Environmental Impact	Minimal impact	Hazardous materials/waste	Hazardous materials/waste	Hazardous materials/waste
Major Items Purchased	Metals (aluminum, ferrous alloys), precision tools, Aluminum, carbon fiber, plastic sheets, resin	Electronic components (space-certified chipsets), computer equipment, machine tools	Electronic components (space-certified chipsets), materials (carbon composite), computer equipment, machine tools	Specialty chemical solutions (PTFEs, kapton, ammonia, ethane), specialty metals (copper), precision tooling systems
Current Industry Capacity	Growing	Depends on satellite mass class; smallsat constellations may require thousands of units	Existing and emerging launch vehicles and space vehicles may increase demand	CubeSat industry growing, and thermal controls necessary for many CubeSats
Typical Proximity	May be remote but opening new locations near systems manufacturers	Remote, Canada to Florida	Close proximity	Remote (Lancaster, PA to global)

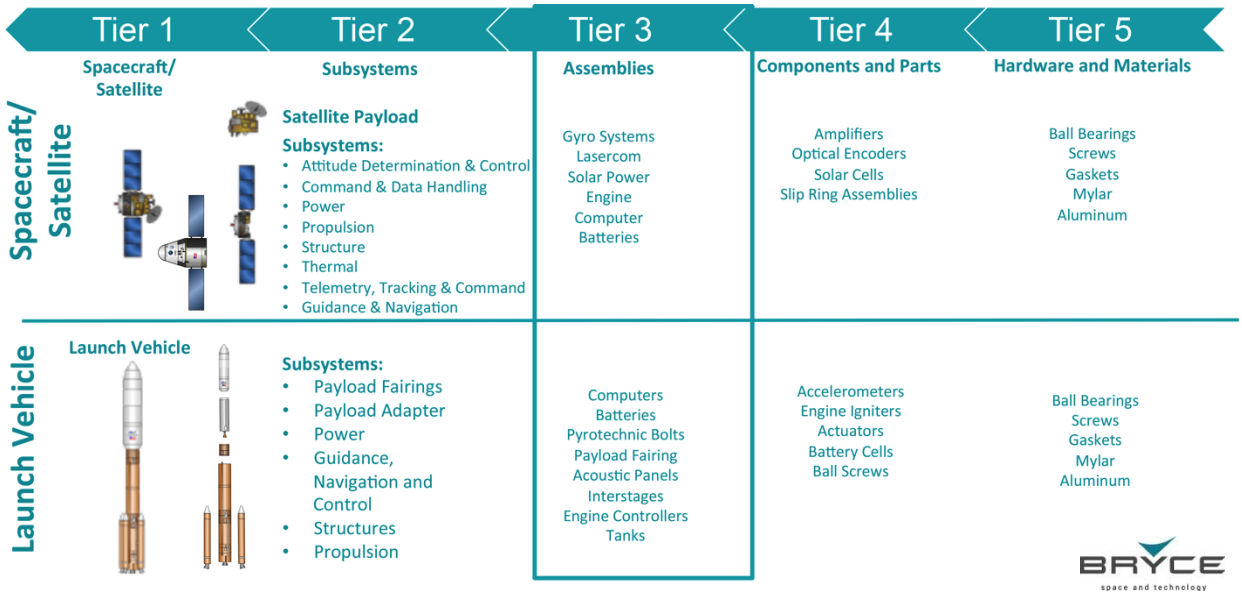
Payload Subsystems (continued)

Subsystem Manufacturer	Aerojet Rocketdyne	Jacobs	Enpulsion	Oceaneering
Subsystem	Power	Recovery	Propulsion	ECLSS
Typical Size	400 jobs at energetics facility	Fewer than 250 jobs at facility (multiple products)	Fewer than 50 jobs at facility	More than 100 jobs at facility
Unique Workforce Skills	None identified	Piping engineering	High-energy physics	Fluid engineering
Transportation Requirements	Safe to transport, variable dimensions	Safe to transport and <1 cubic meter (packed)	Safe to transport and <1 cubic meter	Safe to transport, variable dimensions. Testing apparatuses may not be transportable
Environmental Impact	Hazardous waste/materials	Minimal impact	Hazardous waste/materials	Hazardous waste/materials
Major Items Purchased	Specialty metals, materials, and chemicals (Hydroxyl-terminated polybutadiene, graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys), specialty tools	Specialty fabrics (polyester, nylon, Kevlar), parachute system subcomponents	Specialty metals (indium, stainless steel), specialty tools	Specialty fabrics (Dacron, neoprene, Kevlar, Mylar. Nylon, etc.), robotic components, specialty metals (nickel alloy, stainless steel)
Current Industry Capacity	Expected stable demand for larger satellites and growing demand for smallsats	Slight increase in demand due to maturation of Commercial Cargo/Crew, then stable demand	Smallsat industry is growing, but not all smallsats require (ex. CubeSats)	Industry has sufficient capacity unless major growth in human spaceflight
Typical Proximity	May be remote	Remote (Texas to Tier 1 site)	Remote (from Austria to USA)	May be distant from launch site, must be near spacecraft assembly

Launch Subsystems

Subsystem Manufacturer	ULA	L3	Moog	RUAG	Aerojet Rocketdyne
Subsystem	Structure	Guidance, Navigation and Control/Attitude Determination and Control	Payload Adapter	Payload Fairings	Power/Propulsion
Typical Size	Fewer than 1,000 jobs per facility	~800 jobs space & sensors division	~300 jobs at facility (multiple products)	60 jobs at Florida facility	800 jobs at propulsion facility; 400 jobs at energetics facility
Unique Workforce Skills	Materials scientist	None identified	None identified	3D modeling	None identified
Transportation Requirements	Dimensions vary, safe to transport by highway or air	Small and safe for transport by highway or air	Safe to transport, diameter usually <2 meters	Safe to transport, <1 cubic meter	Safe to transport, variable dimensions
Environmental Impact	Hazardous materials/waste	Hazardous waste/materials	Minimal impact	Minimal impact	Hazardous waste/materials
Major Items Purchased	Subsystems (propulsion – helium and propellant tanks, rocket engines, solid boosters, composite and metal structures – tank domes, avionics – telemetry GNC, payload adapters, payload fairings) specialty tools, propellant (liquid oxygen, liquid hydrogen, rocket grade kerosene)	Computer component (circuit boards, microchips, space-certified chipsets, star trackers, gyro systems, antennae, control interfaces etc.)	Metals, specialty tools, lightweight conductive alloy, semi elastic plastics	Composites, specialty tools, aluminum, carbon fiber, plastic sheets, resin	Specialty metals, materials, and chemicals (Hydroxyl-terminated polybutadiene, graphite-epoxy, nickel alloy, stainless steel, aluminum, titanium alloys), specialty tools
Current Industry Capacity	At capacity, company meets needs of own launch vehicles (vertical production)	Limited spacecraft avionics demand met, may also support aviation demand	Demand currently growing, RUAG (competitor) recently expanded facilities	Currently expanding facility to meet demand, may change if refurbishing/recovery becomes common	Expected stable demand for larger satellites and growing demand for smaller satellites
Typical Proximity	May be remote	May be remote	May be remote	Co-located, but may be remote	May be remote

Assemblies Supplier Profiles



Bryce developed assembly profiles for likely high-growth assemblies for smallsats, commercial crew and cargo vehicles, dedicated smallsat launch vehicles, and new medium- to heavy-class launch vehicles. Bryce specifically focused on assemblies that are high value or that have new requirements arising from their use in the high-growth areas identified throughout this report.

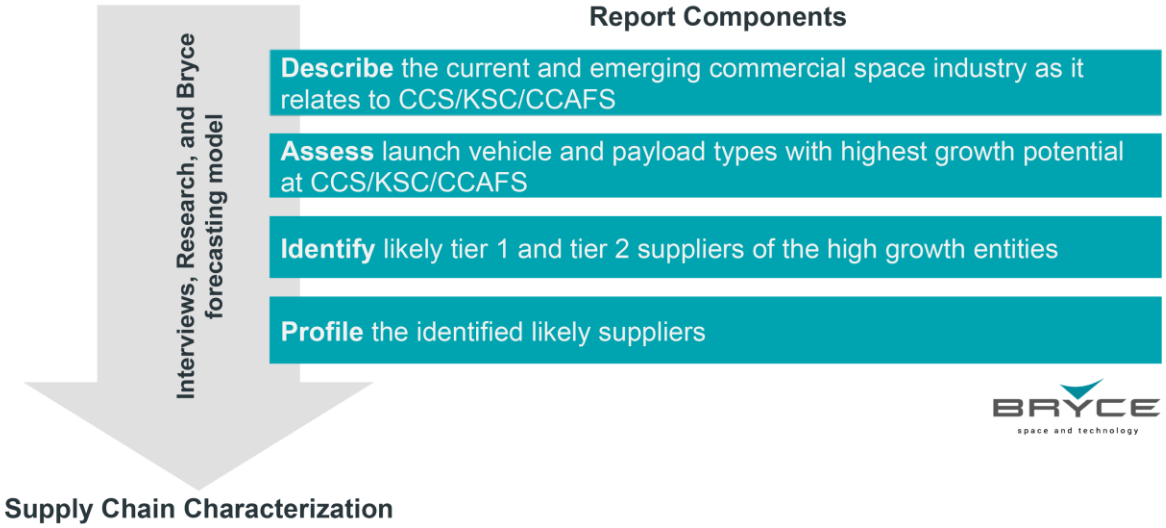
Payload Assemblies

Assembly Manufacturer	Honeywell	BridgeSat	Spectrolab	Busek
Assembly	Gyro Systems	Lasercom	Solar power	Engine
Typical Size	Fewer than 750 jobs per facility	Fewer than 20 jobs per facility	Fewer than 500 jobs per facility	~50 jobs
Unique Workforce Skills	Flight control, optical science	Optical science, electrical engineer, atmospheric science	Solar cell assembly engineer; automated process	Electro thermal propulsion engineer; micro propulsion engineer; Material scientist; nanotechnology specialist
Transportation Requirements	Safe to transport, durable, <1 cubic meter	Safe to transport, <1 cubic meter	Safe to transport, but fragile, requires special environment container by road, sea, or air	Safe to transport, but fragile, requires special environment container by road, sea, or air
Environmental Impact	Hazardous waste/materials	Hazardous waste/materials	Hazardous waste/materials	Hazardous waste/materials
Major Items Purchased	Laser systems, circuit boards, precision tooling	Laser systems, circuit boards, precision tooling, interface components	Semiconductor material, gallium arsenide; structural materials; specialized glass	Structural materials (non-magnetic alloy), metals (bismuth, zinc, magnesium, ferrous alloy) gases (xenon, argon, iodine, krypton), machine tools, electronic components, computer & test equipment, software
Current Industry Capacity	Expected to grow with emerging satellite market	Lasercom market expected to grow, rate unknown	Industry can support current demand of 200-400 payloads launched into orbit, most equipped with solar cells of some size	Industry can support current demand of 200 -300 smallsats launched into orbit annually
Typical Proximity	May be remote	May be remote	May be remote	May be remote

Launch Vehicle Assemblies

Assembly Manufacturer	EaglePicher Technologies	Honeywell	Chemring Energetic Devices
Assembly	Battery	Computer	Pyrotechnic Bolts
Typical Size	Less than 500 employees per facility (multiple products)	600-750 jobs per facility	250-400 per factory
Unique Workforce Skills	None identified	None identified	Energetic physics, pyrotechnic engineers
Transportation Requirements	Safe to transport, generally <1 meter dimensions	Safe to transport, generally <1 meter dimensions (for launch vehicles/payloads)	Transportable with general pyrotechnic restrictions, generally <1 meter dimensions
Environmental Impact	Hazardous waste/materials	Minimal. Has policies to reduce greenhouse gas emissions.	Hazardous waste/materials
Major Items Purchased	Specialty metals (nickel, lithium, copper, silver, zinc) and chemicals (chloride, cadmium, sulfur, hydrogen), specialty tools (battery production)	Integrated circuits and microprocessors, circuit boards and related hardware.	Precision machining tools, zirconium, potassium perchlorate, ceramics, O-rings, Inconel 718 alloy
Current Industry Capacity	Recently expanded production	Industry meets current demand	Industry meets current demand
Typical Proximity	Remote (MO to AL/FL)	Remote (AZ to many locations)	Remote (CA to many locations)

Study Methodology



To characterize the launch and satellite supply chain and inform Volusia County's economic development efforts, Bryce utilized its internal datasets and forecast models and conducted interviews and desk research. Bryce's approach resulted in a supply chain characterization with the following components outlined in this report:

- Description of the current and emerging commercial space industry as it relates to the Cape
- Assessment of launch vehicle and payload types with the highest growth potential at the Cape
- Identification of likely Tier 1 and Tier 2 suppliers of the high-growth entities
- Profiles of the identified likely suppliers

To complete each component, Bryce conducted the following specific activities.

Description of the current and emerging commercial space industry as it relates to the Cape. Bryce used its proprietary datasets, which include comprehensive information on the launch industry and a database of start-up space activity, and recently conducted assessments of the small launch vehicle market, small satellite market, and suppliers to those markets to develop initial descriptions of the industry. Bryce examined aerospace industry trade association reports and data, published research and reports, industry publications and commentary, and press reports and statements to further inform the report.

Assessment of launch vehicle and payload types with the highest growth potential at the Cape. Bryce identified launch and payload/cargo companies with significant past or planned investments at the Cape. Bryce then used its satellite and launch forecasting models to identify vehicles and payloads likely to launch from the Cape. Finally, Bryce reviewed aerospace industry trade association reports and data, published research and reports, industry publications and commentary, and press reports and statements seeking to identify other potential payloads or launch missions that had future announced plans at the Cape.

Identification of likely Tier 1 and Tier 2 suppliers of the high-growth entities. Bryce focused on characterizing the supply chain for high-growth systems, and the subsystems and assemblies that comprise those systems. Bryce utilized historical data and publicly available documentation of future space industry engagements to identify the high-growth markets, and then evaluated probable candidates for inclusion into the future supply chain based on forecasted growth and viability as a potential member of the Cape economy.

Profiles of the identified likely suppliers. Bryce created profiles of suppliers likely to be of greatest interest to Volusia County. Profiles were developed to provide Volusia County with essential information for assessing the benefit of collaborating with a profiled supplier or supplier type. Bryce examined aerospace industry trade association reports and data, published research and reports, industry publications and commentary, and press reports and statements; examined economic reporting of businesses; and conducted interviews to gather further information on the facility and supply chain profiles.

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 65-25: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AMEND SECTION 504.02, R-2 SINGLE-FAMILY RESIDENTIAL, SPECIAL EXCEPTION USE OF SCHOOL AND OR A HOUSE OF WORSHIP.

AGENDA ITEM UPDATE

THIS ITEM WAS PREVIOUSLY CONTINUED BY THE CITY COMMISSION TO ALLOW STAFF ADDITIONAL TIME TO PREPARE AN ALTERNATE AMENDMENT TO THE CITY'S LAND DEVELOPMENT REGULATIONS. STAFF HAS BEEN DEVELOPING A REVISED AMENDMENT THAT BRINGS THE CITY'S ZONING PROVISIONS INTO COMPLIANCE WITH THE FEDERAL RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT (RLUIPA). RLUIPA REQUIRES THAT RELIGIOUS INSTITUTIONS BE TREATED NO DIFFERENTLY THAN OTHER PLACES OF ASSEMBLY WITHIN LOCAL ZONING ORDINANCES.

A PUBLIC INFORMATION MEETING ON THE STAFF PROPOSED AMENDMENT IS SCHEDULED FOR MONDAY, MARCH 9 AT 6:30 P.M. IN THE CITY COMMISSION CHAMBERS. THIS MEETING IS INFORMATIONAL ONLY; NO ACTION WILL BE TAKEN.

THE STAFF PROPOSED AMENDMENT IS SCHEDULED FOR CONSIDERATION BY THE PLANNING AND ZONING BOARD ON APRIL 6, 2026, FOR A RECOMMENDATION TO THE CITY COMMISSION. FOLLOWING THE PLANNING AND ZONING MEETING, THE STAFF PROPOSED AMENDMENT IS TENTATIVELY SCHEDULED FOR CITY COMMISSION FIRST READING ON APRIL 14, 2026, AND FINAL READING ON APRIL 28, 2026.

March 10, 2026

Background:

Applicant: Peter Thomson, of the Thomson Law Offices, 105 North Cooper Street, New Smyrna Beach, Florida 32169.

Property Owner: New Smyrna Beachside Baptist Church Inc, 629 South Pine Street, New Smyrna Beach, Florida 32169.

Request: A text amendment to the City Land Development Regulation to reduce the required side and rear yard building setbacks from 35 feet to 10 feet, or to be no closer than existing buildings further than 10-feet under the Special Exception Use of House of Worship or School.

Exhibits used in this report:

Exhibit A: Proposed Special Exception Text
Exhibit B: Possible effected R-2 zoned properties

Findings:
The R-2, Single-Family Residential zoning district lists the use of a House of Worship or a School as a Special Exception Use with the following condition.

- All structures are located at least thirty-five (35) feet from all side or rear property lines and off-street parking areas abutting residential property are screened by a buffer meeting the requirements of these Land Development Regulations.

The applicant is seeking to amend the existing Special Exception Use condition to reduce the required 35-foot side and rear yard building setbacks to 10-foot or no closer than any existing building that is further than 10-feet on a R-2 zoned property that has an existing house of worship or school.

Under Land Development Section 504.02, R-2 Single-Family Residential Zoning District, Special Exception Use of a House of Worship or School: "Schools and or a House of Worship provided all structures are located at least thirty-five (35) feet from all side and rear property lines and off-street parking aeras abutting residential property are screened by a buffer meeting the requirements of this LDR."

The applicant has proposed modifying the LDR with the following text:

- Schools or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines. For existing schools or an existing house of worship, additions, improvements or additional buildings may be reduced to a minimum of 10-feet from a side and rear building setback, or no closer than the existing structures on the property that are further than 10 feet from a side or rear property line. New additions, new buildings, and off-street parking areas abutting residential property must be screened by a 7-foot landscape buffer or a six-foot tall solid perimeter fence meeting the requirements of this LDR.

Other nonresidential structures, that are owned or operated by the city, county, state, or federal governments, that would be allowed as a special exception would only have to meet a 7 1/2-foot side and rear yard building setback and not the required 35-foot side and rear building setback imposed on a house of worship or school. By reducing the requirement of an existing house of worship or school to have building setbacks of new structures or additions to be reduced to 10-feet or no closer than existing structures that are further than 10-feet, the applicant considers this to be a reasonable building setback from a residential property line.

The property owner did mail out notices to the neighboring properties to educate them on the proposed amendment to the Land Development Regulations before the Planning and Zoning Board meeting. Our office has received a few calls inquiring about the application.

Recommendations:

At its regular scheduled meeting on September 8, 2025, the Planning Department was seeking a positive recommendation from the Planning and Zoning Board to the City Commission to approve the requested text amendment, but the Planning and Zoning Board voted, 2-3, and the result of that vote failed to give the City Commission a positive recommendation to approve amending Section 504.02, R-2 Single-Family Zoning District.

Based on the Planning and Zoning Board not giving a positive recommendation to the City Commission to approve the requested Special Exception text amendment, the Planning Department cannot provide a positive recommendation.

Staff recommends this agenda item be continued to the April 28 City Commission to be consistent with the revised hearing timeline.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Proposed School and House of Worship Regulation 4 (10.14.25).pdf
Exhibit B Churches, Schools in R-2 Map.pdf
Business Impact Estimate - Ord 65-25 LDR Amending Sec 504.02 SE Schools and House of Worship.pdf
Ord 65-25 LDR Sec 504.02 SE Schools and Houses of Worship.pdf

504.02 Specific Regulations by District

R-2, SINGLE-FAMILY RESIDENTIAL DISTRICT

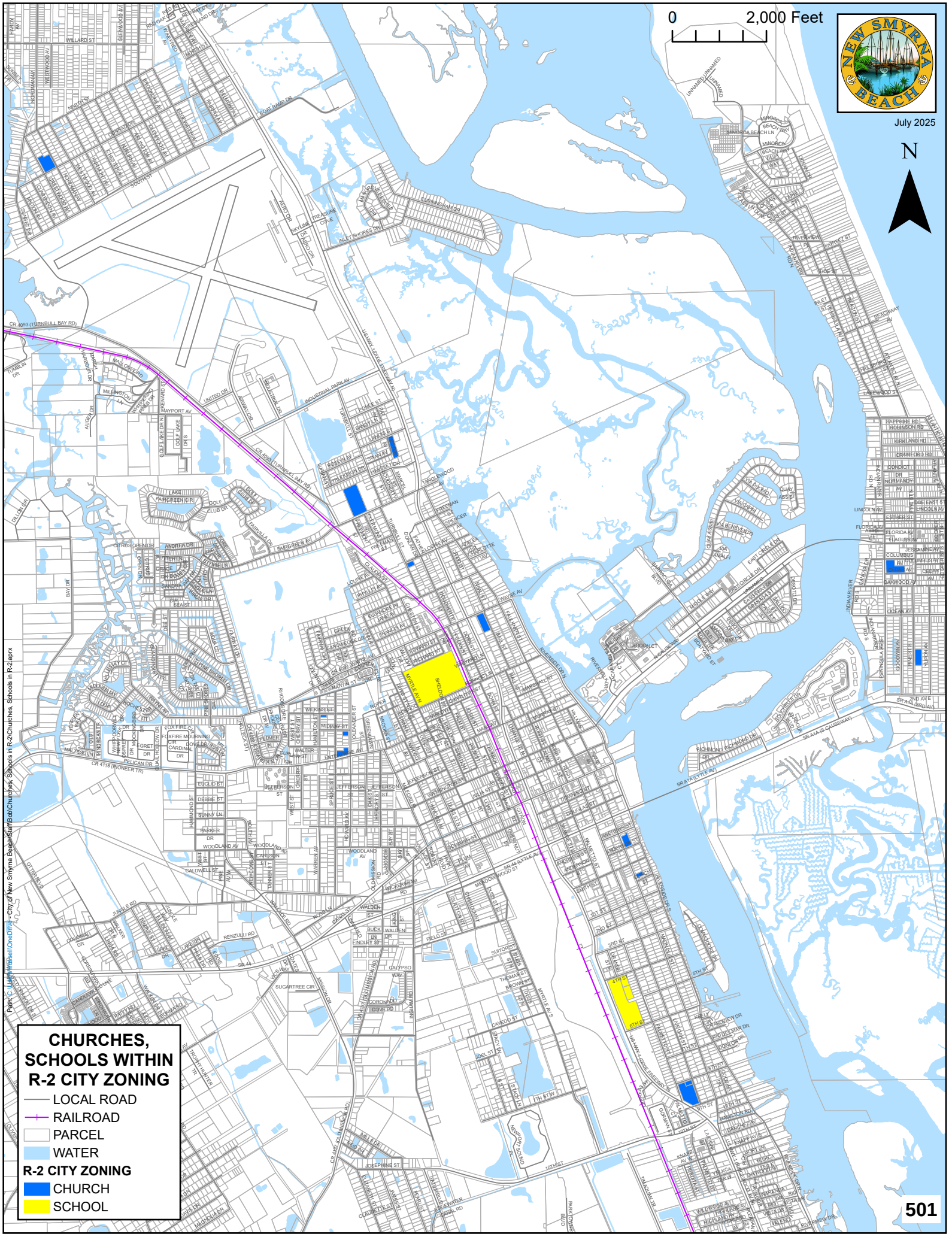
Intent. The R-2, Single-Family Residential District is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

Special exceptions.

Facilities owned and/or operated by federal, state, county or municipal government except country clubs and golf courses

Schools and or a house of worship provided all structures are located at least thirty-five (35) feet from all side or rear property lines. For existing schools and existing house of worship; additions and improvements may be installed or constructed no closer than the setbacks existing on the property, but in no event may be closer than 10-feet to the side and rear property lines. All additions, improvements, and off-street parking areas abutting residential property shall be~~are~~ screened by a seven-foot landscape buffer or a six-foot tall solid perimeter fence meeting the requirements of this LDR.

Child day care on a house of worship property, subject to the following additional conditions:


0
2,000 Feet
July 2025
N
CHURCHES, SCHOOLS WITHIN R-2 CITY ZONING
LOCAL ROAD
RAILROAD
PARCEL
WATER
R-2 CITY ZONING
CHURCH
SCHOOL
501

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 65-25 Amending Sec 504.02, SE Schools/Houses of Worship

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 amend Sec 504.02, SE Schools/Houses of Worship.

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. 65-25

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE V, ZONING DISTRICTS, SECTION 504.02, SPECIFIC REGULATIONS BY DISTRICT, TO REVISE DIMENSIONAL STANDARDS FOR THE SPECIAL EXCEPTION USES OF SCHOOLS AND HOUSES OF WORSHIP IN R-2, SINGLE-FAMILY RESIDENTIAL, ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Peter Thomson, of the Thomson Law Offices, 102 North Cooper Street, New Smyrna Beach, Florida 32168, applicant on behalf of New Smyrna Beachside Baptist Church Inc, 629 South Pine Street, New Smyrna Beach, Florida 32169, property owner, has requested administrative text amendments to the Land Development Regulations Article V, Zoning Districts, Section 504.02, to revise dimensional standards for the special exception uses of schools and houses of worship in R-2, Single-Family Residential, zoning districts; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on September 8, 2025, by a vote of 2-3, 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 amend the Land Development Regulations 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 Land Development Regulations, Article V, Zoning Districts, Section 504.02, Specific regulations by district, 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 [...].)**

ARTICLE V. ZONING DISTRICTS

. . .

504.00. District regulations and requirements.

...

504.02. *Specific regulations by district.* The regulations for each zoning district are set forth in the following schedule. No lot shall be developed except to conform to the respective district requirements unless a variance has been granted in conformance with this LDR.

...

R-2, SINGLE-FAMILY RESIDENTIAL DISTRICT

Intent. The R-2, Single-Family Residential District is intended to be a single-family residential district for low population densities. Existing development and usage has resulted which is being preserved in order to stabilize the neighborhood. The nature of the residential use of the property throughout the district will enhance the prospects for orderly future residential development.

...

Special exceptions.

...

Schools and or a house of worship provided all structures are located at least 35 feet from all side or rear property lines. For existing schools and existing houses of worship, additions and improvements may be installed or constructed no closer than the setbacks existing on the property, but in no event may be closer than 10-feet to the side and rear property lines. All additions, improvements, and off-street parking areas abutting residential property shall be~~are~~ screened by a seven-foot landscape buffer or a six-foot tall solid perimeter fence meeting the requirements of this LDR.

Child day care on a house of worship property, subject to the following additional conditions:

...

SECTION 3: ***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 4: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 5:30 p.m. on October 28, 2025, continued to March 10, 2026, in the

City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §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 shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/26/2026

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

ORDINANCE NO. 01-26: CONDUCT A SECOND READING AND PUBLIC HEARING, WHICH IF ADOPTED WOULD APPROVE THE SOUTH VILLAGE NEW SMYRNA BEACH COMMUNITY DEVELOPMENT DISTRICT (CDD) FOR SOUTH VILLAGE RESIDENTIAL SUBDIVISION.

March 10, 2026

Background:

Applicants: Maleia Smiferguso, Pulte Home Company, LLC, 4901 Vineland Road, Suite 500, Orlando, Florida 32811, Mark A. Watts, Esq., Cobb Cole, 231 North Woodland Blvd., DeLand, Florida 32720 and Ryan Dugan, Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301.

Petitioner/Owner: South Village Properties, LLC, 1950 Spectrum Cir. Ste 550, Marietta, GA 30067.

Request: Approval of a Community Development District (CDD) according to State of Florida Statutes Chapter 190, as a special purpose unit of local government for public infrastructure, within the proposed 770-acre South Village New Smyrna Beach CCD single family residential area.

Site Data: The proposed subject property is currently undeveloped, zoned PUD (Planned Unit Development), and generally located east of S.R. 415, south of S.R. 44, and west of Interstate 95. A location map showing the proposed CDD area is attached as **Exhibit A. Exhibit B** is the phasing map, which illustrates all seven (7) phases of the proposed residential development (Phases 1A, 1B, 1C, 2A, 2B, 3A, 3B, and the proposed platted portion of 3C). These phases will comprise the CDD area. The overall Conceptual Development Plan (CDP) for the entire PUD area is attached as **Exhibit C**, which also shows the future Phases 4 & 5 to contain Multi-Family and Commercial areas that are not proposed to be part of this CDD. Additional exhibits are also listed below.

Tax Parcel Numbers: 7319-00-00-0040, 7320-00-00-0020, 7321-00-00-0030, 7321-00-00-0080, 7328-00-00-0020, 7329-00-00-0020, 7330-00-00-0020

Exhibits Attached:

Exhibit A - Location Map

Exhibit B - South Village Phasing Plan (from applicant group)

Exhibit C – South Village Conceptual Development Plan

Exhibit D - Master Development Agreement (MDA), Restated and Amended as of 2011, for South Village PUD

Exhibit E - Letter to City from Applicant (9/10/25) re Satisfaction of Chapter 190 Requirements for the South Village NSB CDD

Exhibit F – Applicant's Financial Review (9/02/25)

Exhibit G – Petitioner's Sworn Statement

Exhibit H - Petition to Establish South Village NSB CDD

Findings:

A. This request pertains to the existing South Village PUD, which was originally approved by the City in the early 2000's for the rezoning of a total 1,363-acre PUD area, and then was the subject of the current Restated and Amended Master Development Agreement (MDA) approved in 2011 and attached here as **Exhibit D**. The PUD is located on the south side of State Road 44, west of Interstate 95, and is shown on the attached **Exhibits A–C** (Maps and Plan).

B. Those same plans also illustrate the five (5) phases of mixed-use development permitted by the current PUD MDA and its Conceptual Development Plan (CDP). The agreement allows for a maximum of 1,277 single-family (SF) residential lots/units in Phases 1–3, while Phases 4–5 are designated for commercial uses (74 acres), multi-family development (a maximum 718 units within 78 acres), a school site (20 acres), and active recreation (51 acres).

C. An application for the Final Plat has been submitted to the City for Phase 1A and is currently under review. This area, shown on **Exhibit C**, includes 153 proposed single-family residential lots. Phases 1A, 1B, 1C, 2A, 2B, 3A and 3B, along with a portion of Phase 3C, are the areas included in this CDD petition, which encompasses the maximum 1,277 Single-Family residential units. In addition, the portion of Phase 3C includes public recreational trails ("Offsite Trails"), which the District will be responsible for operating and maintaining.

D. The Applicant has prepared and submitted various documents concerning the proposed establishment of this CDD, which will be the first one proposed within the City. Those include the **Exhibit E** Letter to the City (dated 9/10/25) regarding the Satisfaction of Chapter 190 Requirements for the South Village NSB CDD, (**Exhibits F and G**, respectively) concerning CDD Financial Review and Petitioner's Sworn Statement, and the required Petition to Establish the Artesia CDD (last revised 11/26/24), as **Exhibit H**. The Applicant has also indicated their intention to publish public notices of this CDD Petition to the City for the four weeks prior to the public hearing (on December 30, January 6, 13, 20) as required.

E. Staff has reviewed the six factors specified in the Florida Statutes, Section 190.005(1)(e), re the Establishment of Districts, which are listed below:

1. Whether all statements contained within the Petition have been found to be true and correct.
2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.
3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.
4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.
5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. Whether the area that will be served by the district is amenable to separate special-district government.

F. The applicant has addressed each of these six specific conditions within the Petition documents submitted to the City (attached as **Exhibits E to H**), and specifically within the **Exhibit E** Letter of Purpose. In addition, the **Exhibit H** Petition includes its own internal Exhibit 8, which is the required Statement of Estimated Regulatory Costs (SERC) that contains much more specific responses to future estimated costs and impacts of establishing the requested CDD.

G. As noted below, Staff review and response to the above six factors finds none of those items listed below would preclude the City from granting the petition for the establishment of this CDD.

1. All statements in the Petition appear to be true and correct.
2. There are no elements in the City Comprehensive Plan that appear to be inconsistent with this request.
3. The 770.73 acre proposed CDD area and its development plan is of sufficient size and compactness to be developed as one single functional and interrelated community as required, and as was previously considered in the rezoning by the City to its current Planned Unit Development (PUD) status.
4. The CDD is proposed as, and appears to be, the best alternative available for delivering community development services and facilities to the proposed CDD area.
5. There appear to be no proposed community development services and facilities within the CDD that would be incompatible with the capacity and uses of other existing local and regional community development services and facilities.
6. We assume all those associated with this proposed 770.73 acre area to be served by this proposed CDD will be amenable to this separate special-district government, as the petition to establish it has been filed by the sole property owner of all 770.73 acres, and with direct evidence of that provided in the Petition and its text.

Recommendation

Staff has reviewed the above listed attached documents, and requests the City Commission review those same documents toward approval of the attached Ordinance establishing the South Village NSB CDD.

Fiscal Analysis:
N/A

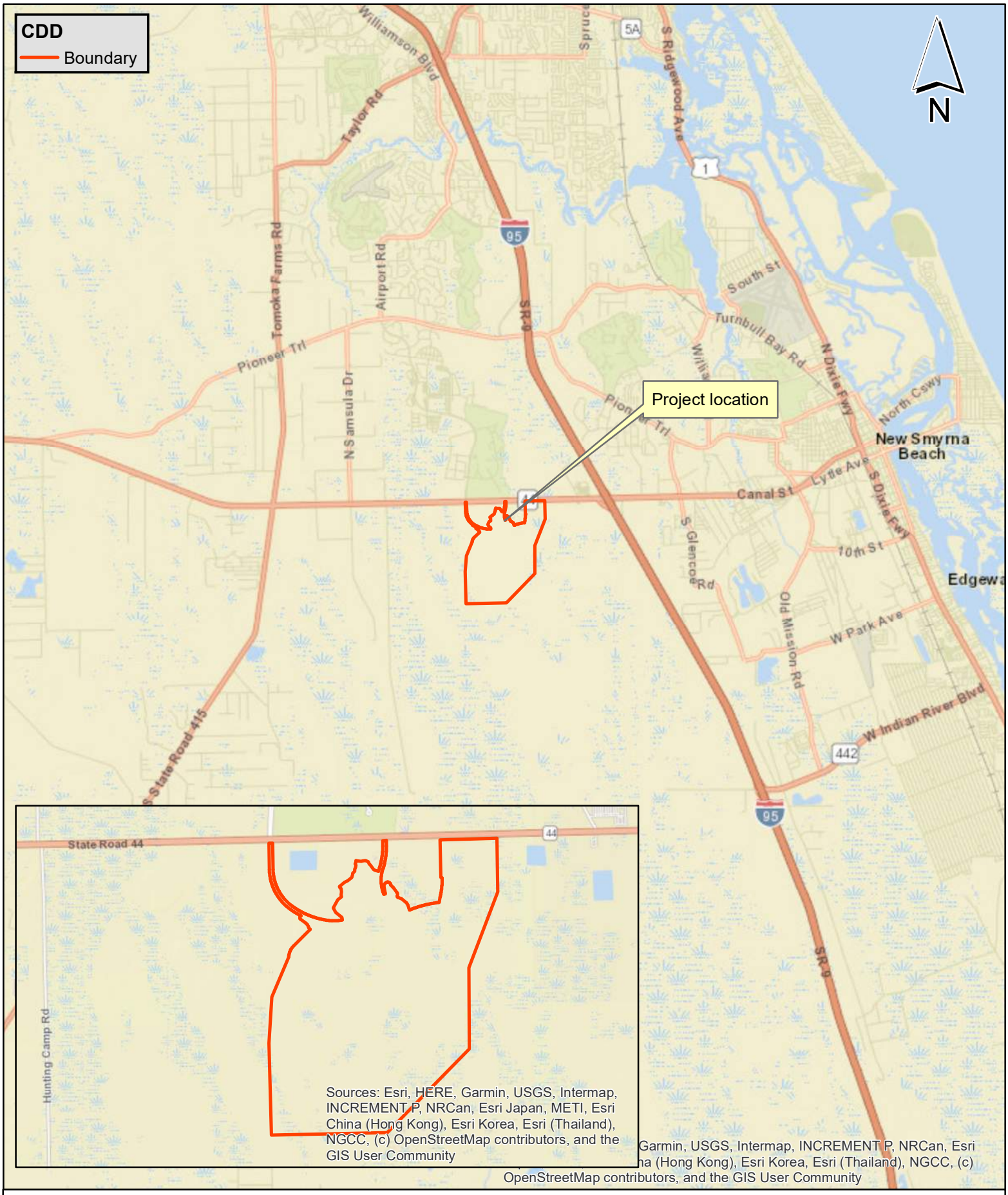
Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A - Location Map.pdf
Exhibit B - Phasing Map.pdf
Exhibit C - CDP.pdf
Exhibit D - South Village MDA Recorded 2011.pdf
Exhibit E - Letter of Purpose - South Village NSB CDD signed 9.10.25.pdf
Exhibit F - Financial Review - South Village NSB CDD.pdf

Exhibit G - Petitioner's Sworn Statement Re Florida Statutes 287.133 - South Village NSB CDD.pdf
Exhibit H - Petition to Establish South Village NSB CDD (2025.8.1) - revised 2025.11.25 4934-2211-4648 v.7 (003) 4930-5447-7692 v.3.pdf
Business Impact Estimate - Ord 01-26 South Village NSB CDD.pdf
Ord 01-26 South Village NSB CDD.pdf



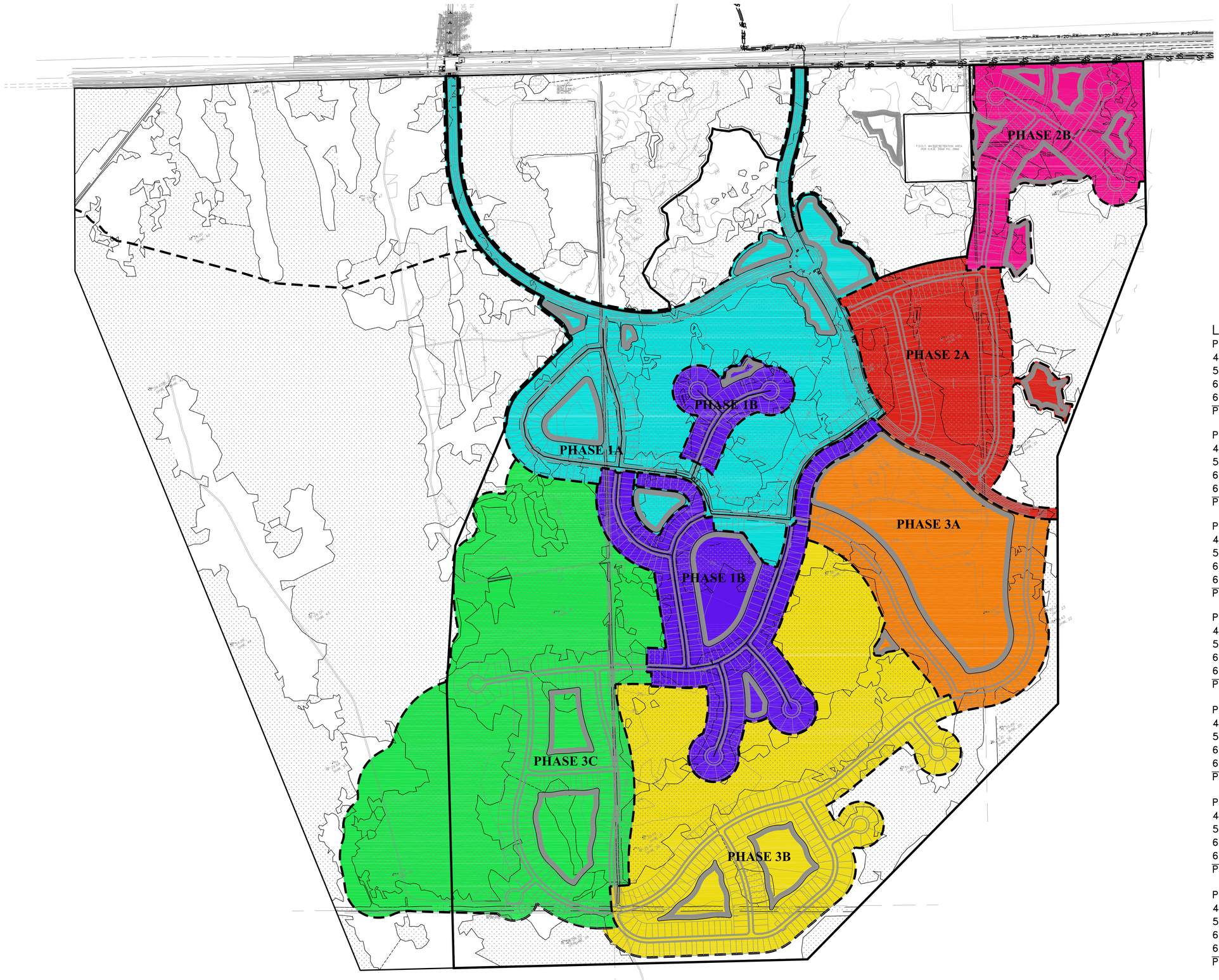
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Date Saved: 3/10/2025 Created by: ghayworth
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10,000 5,000 0 10,000 Feet

Location Map
South Village NSB CDD
New Smyrna Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482 **512**



0 200 400 600 800

SCALE : 1" = 400'

LEGEND:

EXISTING WETLANDS

PROPOSED ASPHALT PAVEMENT

LOT COUNT PER PHASE:

PHASE 1A:	
40' LOT	23
50' LOT	87
60' LOT	40
64' LOT	3
PHASE 1A TOTAL	153

PHASE 1B:	
40' LOT	27
50' LOT	119
60' LOT	97
64' LOT	14
PHASE 1B TOTAL	257

PHASE 2A:	
40' LOT	10
50' LOT	85
60' LOT	42
64' LOT	4
PHASE 2A TOTAL	141

PHASE 2B:	
40' LOT	12
50' LOT	60
60' LOT	38
64' LOT	5
PHASE 2B TOTAL	115

PHASE 3A:	
40' LOT	11
50' LOT	76
60' LOT	44
64' LOT	5
PHASE 3A TOTAL	136

PHASE 3B:	
40' LOT	16
50' LOT	152
60' LOT	81
64' LOT	8
PHASE 3B TOTAL	257

PHASE 3C:	
40' LOT	14
50' LOT	126
60' LOT	69
64' LOT	9
PHASE 3C TOTAL	218

PROJECT TOTAL 1277

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

SOUTH VILLAGE PHASE MAP

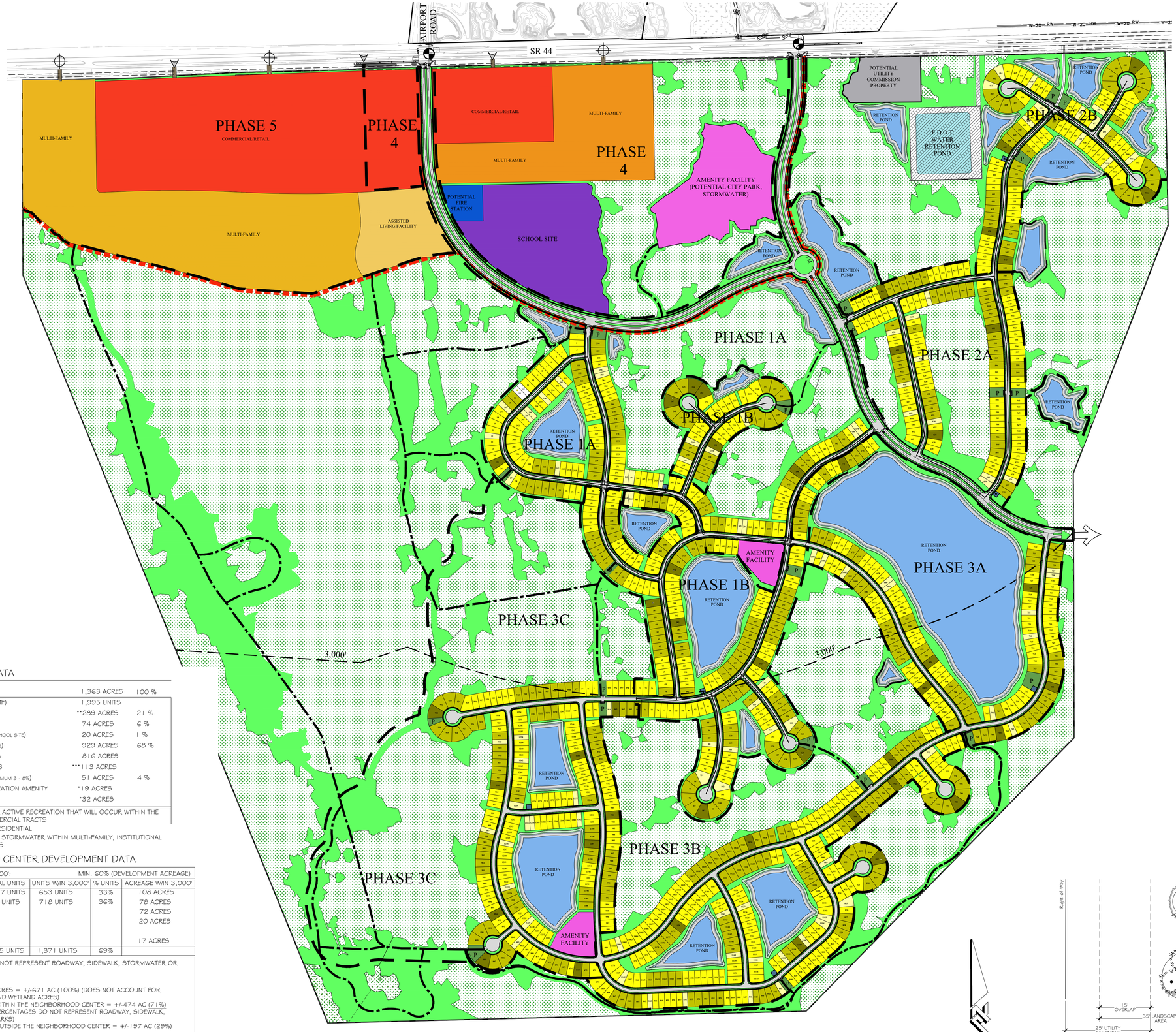
VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RH
DRAWING FILE: 21066_PHASE
XREF'S: 21066_SURV.DWG
XREF'S: 21066_BAS.DWG

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SHEET: 1 OF 1

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LOT COUNT PER PHASE:

PHASE 1A		PHASE 1B	
40' LOT	17	40' LOT	16
50' LOT	91	50' LOT	126
60' LOT	42	60' LOT	101
64' LOT	3	64' LOT	14
TOTAL PHASE 1A:	153	TOTAL PHASE 1A:	257
PHASE 2A		**PHASE 2B**	
40' LOT	10	40' LOT	12
50' LOT	85	50' LOT	60
60' LOT	42	60' LOT	38
64' LOT	4	64' LOT	5
TOTAL PHASE 1A:	141	TOTAL PHASE 1A:	115
PHASE 3A		**PHASE 3B**	
40' LOT	11	40' LOT	16
50' LOT	76	50' LOT	152
60' LOT	44	60' LOT	81
64' LOT	5	64' LOT	8
TOTAL PHASE 1A:	136	TOTAL PHASE 1A:	257
PHASE 3C			
40' LOT	14		
50' LOT	126		
60' LOT	69		
64' LOT	9		
TOTAL PHASE 1A:	218		

PROJECT TOTAL LOT COUNT: 1,277

LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (40' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (50' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (60' X 125')
- SINGLE FAMILY - LOW DENSITY RESIDENTIAL (64' X 125')
- MULTI-FAMILY
- ASSISTED LIVING FACILITY
- AMENITY FACILITIES
- COMMERCIAL/RETAIL
- INSTITUTIONAL (SCHOOL SITE)
- FIRE STATION
- WETLAND PRESERVATION
- UPLAND PRESERVATION
- PARK AREA
- STORMWATER RETENTION POND
- FDOT RETENTION EASEMENT
- EXISTING FDOT RETENTION POND
- UTILITY COMMISSION PROPERTY
- PROPOSED LIFT STATION
- PEDESTRIAN TRAIL SYSTEM
- NEIGHBORHOOD CENTER LIMITS
- NEIGHBORHOOD CENTER 3,000' BUFFER
- PHASING LINES
- FULL ACCESS / MEDIAN CUT
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1,363 ACRES	100 %
RESIDENTIAL UNITS (SF/MF)	1,995 UNITS	
RESIDENTIAL AREA	**289 ACRES	21 %
COMMERCIAL AREA	74 ACRES	6 %
INSTITUTIONAL AREA (SCHOOL SITE)	20 ACRES	1 %
OPEN SPACE (MINIMUM 50%)	929 ACRES	68 %
- PRESERVATION AREA	816 ACRES	
- STORMWATER AREA3	***113 ACRES	
ACTIVE RECREATION (MINIMUM 3 - 8%)	51 ACRES	4 %
- COMMUNITY RECREATION AMENITY	*19 ACRES	
- PARKS AND TRAILS	*32 ACRES	

* DOES NOT ACCOUNT FOR ACTIVE RECREATION THAT WILL OCCUR WITHIN THE MULTI-FAMILY AND COMMERCIAL TRACTS
** INCLUDES MULTIFAMILY RESIDENTIAL
*** DOES NOT ACCOUNT FOR STORMWATER WITHIN MULTI-FAMILY, INSTITUTIONAL AND COMMERCIAL TRACTS

NEIGHBORHOOD CENTER DEVELOPMENT DATA

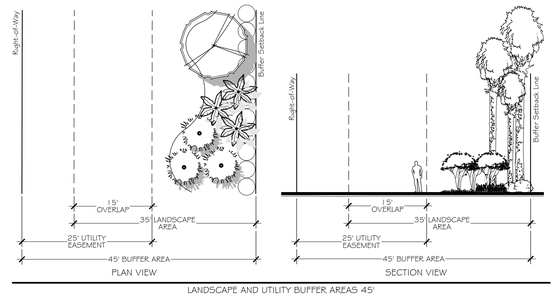
DEVELOPMENT WITHIN 3,000':			MIN. 60% (DEVELOPMENT ACREAGE)	
USE	TOTAL UNITS	UNITS W/IN 3,000'	% UNITS	ACREAGE W/IN 3,000'
SINGLE FAMILY	1,277 UNITS	653 UNITS	33%	108 ACRES
MULTI-FAMILY	718 UNITS	718 UNITS	36%	78 ACRES
COMMERCIAL USE:				72 ACRES
SCHOOL SITE:				20 ACRES
RECREATION:				
-AMENITY				17 ACRES
TOTAL SF/MF UNITS:	1,995 UNITS	1,371 UNITS	69%	

ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS

DEVELOPMENT ACRES:
-TOTAL DEVELOPMENT ACRES = +/-671 AC (100%) (DOES NOT ACCOUNT FOR PRESERVED UPLANDS AND WETLAND ACRES)
-DEVELOPMENT ACRES WITHIN THE NEIGHBORHOOD CENTER = +/-474 AC (71%) (INCLUDES ABOVE PERCENTAGES DO NOT REPRESENT ROADWAY, SIDEWALK, STORMWATER OR PARKS)
-DEVELOPMENT ACRES OUTSIDE THE NEIGHBORHOOD CENTER = +/-197 AC (29%)

RESIDENTIAL UNITS:
-TOTAL SF/MF RESIDENTIAL UNITS = +/-1,995 UNITS (100%)

0 400 800
SCALE : 1" = 400'



ZEV COHEN & ASSOCIATES, INC.
309 INTERCHANGE BLVD., STE. C
OMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-ID)
(EB-6519)

NO.	DATE	BY	SUBMITTALS / REVISIONS
1.	6-27-24	SMG	REVISED PER CITY COMMENTS, DATED 5-29-24

SOUTH VILLAGE
FINAL ENGINEERING PLANS
CONCEPTUAL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: SMG
DRAFTED BY: SMG
CHECKED BY: MK
DRAWING FILE: 21066_PD12
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

NOT VALID WITHOUT SEAL

SHEET: CDP OF

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Instrument# 2011-196037 # 1
Book: 6652
Page: 2752

SOUTH VILLAGE PUD

SOUTH VILLAGE PARTNERS, LLC

RESTATED AND AMENDED
MASTER DEVELOPMENT AGREEMENT
PLANNED UNIT DEVELOPMENT AGREEMENT

Instrument# 2011-196037 # 2
Book: 6652
Page: 2753

RESTATED AND AMENDED
SOUTH VILLAGE PARTNERS, LLC
SOUTH VILLAGE
PLANNED UNIT DEVELOPMENT (PUD)
MASTER DEVELOPMENT AGREEMENT (MDA)

The City of New Smyrna Beach, a Florida municipal corporation (the "City"), and SOUTH VILLAGE PARTNERS, LLC, a Florida limited liability company (the "Developer" and "Owner"), hereby covenant and agree, and bind their successors and assigns as follows for the purpose of implementing development of the property shown on Exhibit A and described in Exhibit B subject to this Agreement with Exhibits C through G including the Schematic Development Plan (SDP) as the South Village Planned Unit Development (South Village-PUD) as required by the City's Comprehensive Land Use Plan enacted by New Smyrna Beach, Fla., Ordinance 6-90 (July 6, 1990), and the amendments thereto; and, the Comprehensive Plan Amendment for West New Smyrna Beach which was enacted by City New Smyrna Beach, Fla., Ordinance 64-98 (June 16, 1999) .

1.0 Property.

1.1 The Property, which is subject to this agreement indicated in Exhibit "A" Location Map, and described in the attached Exhibit "B" Legal Description.

2.0 Property Ownership.

2.1 The Property consisting of approximately one thousand three hundred sixty-three (1,363) acres is owned by South Village Partners, LLC.

2.5 Term.

The term of this agreement shall be for thirty (30) years expiring on _____, 2041.

3.0 Comprehensive Plan Consistency.

3.1 This agreement is consistent with the City of New Smyrna Beach's comprehensive plan.

3.2 The parties agree that the intent of this agreement is to provide development standards which allow the design and construction of a development project in the South Village PUD that complies with the City's Comprehensive Land Use Plan requirements.

4.0 PUD Plan

This agreement is a composite of the following documents, drawings and exhibits which shall be read or reviewed together in order to establish the requirements, purpose and intent of the Plan. The documents, drawing and exhibits which collectively shall be referred to and applied as the Plan are the instruments listed in 4.1 through 4.6 which are by reference incorporated herein.

4.1 South Village Planned Unit Development (PUD) Master Development Agreement (MDA).

4.2 Locator Map, which is attached as Exhibit "A".

4.3 Legal Description, which is attached as Exhibit "B".

4.4 Schematic Development Plan (SDP), which is attached as Composite Exhibit "C".

4.5 Lot and Land Use Standards, which are attached as Exhibit "D".

4.6 Roadway Cross Sections, which is attached as Composite Exhibit "E".

5.0 Definition of Terms.

5.1 Best Development Practices. The terms *best development practices* and all references *best practices* shall refer to those development practices described in: Reid Ewing, *Best Development Practices, Doing the Right Thing and Making Money the Same Time* (May 1995).

5.2 City. The City of New Smyrna Beach, a Florida municipal corporation.

5.3 Civic Uses (CIV): Land uses that serve general community and social activities including but not limited to schools, houses of worship and community centers. Civic uses include public buildings and privately managed buildings that limit access to members of homeowners associations and similar civic groups.

5.4 Commercial Uses (COM): Land uses that encompass commercial development such as general retail, personal and professional services, general offices, restaurants and similar commercial activities. Commercial uses shall not include uses specifically restricted by City land development regulations.

5.5 Common Facility. A common facility shall be any facility designated as such by Developer/Owner. Such facilities should include the following facilities, which may be, but shall not be required to be, common facilities:

(1) Stormwater treatment facilities built pursuant to permits issued by the City of New Smyrna Beach and the St. Johns River Water Management District (SJRWMD).

(2) Pedestrian and bike paths not dedicated to a governmental entity.

(3) PUD perimeter edges and buffers or landscaping around interior development within the South Village PUD.

(4) Common open space not dedicated to a governmental entity.

(5) Common recreation facilities not dedicated to a governmental entity.

(6) Such other facilities or areas as Developer/Owner may designate.

5.6 Developer. South Village Partners, LLC, a Florida limited liability company, its successors and/or assigns.

5.7 Master Development Agreement (MDA). The written text of the South Village PUD Agreement setting forth the obligations of the parties to the MDA.

5.8 Land Development Regulations (LDR). Means the Land Development Regulations for the City of New Smyrna Beach adopted by New Smyrna Beach, Fla. Ordinance 1-91 (January 22, 1991) and amendments thereto in effect at the time of approval of this agreement.

5.9 Living Unit, Accessory. A dwelling unit of 450 to 650 square feet that is subordinate to a single-family dwelling and has its own entrance, sleeping and cooking facilities. The term shall include garage apartment.

5.10 Neighborhood Center. A mixed use center with commercial, residential, public and or semi-public uses that serves as the higher intensity core of the overall project. The neighborhood center boundary is shown on the Schematic Development Plan, individual land uses are identified but their final locations may be modified.

5.11 Neighborhood Facility. A facility, improvement or area of land which only serves a particular subdivision, portion of a sub-district or a sub-district and it is designated by the Developer as a Neighborhood Facility.

5.12 Plan. The combination of the MDA and SDP and other exhibits referenced in the MDA, which shall be read jointly to determine the requirements for development of the South Village PUD.

5.13 Park, Community. A park area or recreation facility generally of larger size that is designed and intended to serve more than one neighborhood area. Community parks shall include both passive and active recreation uses or may be limited to either type of use depending on the specific circumstances.

5.14 Park, Neighborhood. A park area, of a minimum of 0.25 acres that is intended to serve the needs of the immediate neighborhood. Neighborhood parks shall contain either passive or active recreation uses and will be developed at an intensity that reflects the close association with residential units.

5.15 Property Owners' Association (POA). A Florida non-profit corporation created by Developer for the purpose of maintaining, repairing and replacing improvements which Developer and Owner have conveyed to the POA. It is anticipated that the Developer will employ the South Village PUD Master Property Owners' Association (MPOA) to manage South Village PUD common facilities and various individual property subdivision or sub-district property owner associations which shall be referred to as [Sub-district or Subdivision] Property Owners' Association ([Subdivision or Sub-district] POA). The MPOA and various POA's shall be entitled to exercise all power and authority granted to them by their incorporator and such additional power as the Developer may consent to being exercised by the POA. The transition of control over the POA and the various sub-district or subdivision POA's from the Developer to the members of the POA and to the members of the various sub-district or subdivision POA's shall occur as mandated in the governing documents for the various associations and as required by applicable Florida law, including but not limited to Chapters 718 and 720 Florida Statutes.

5.16 Residential (RES). A housing type constructed for the purpose of providing space for human habitation. A RES unit may be, but shall not be limited to, a unit of single family, multi-family, townhouse or accessory unit housing.

5.17 Schematic Development Plan (SDP). The plan which graphically illustrates the proposed layout of the development.

6.0 South Village PUD.

6.1 Sub-districts and Related Land Use. The development authorized by the South Village PUD is comprised of two sub-districts, which utilize the full range of allowable land uses. The sub-districts and land uses are as follows:

Table 1
Permitted Districts and Land Uses

6.2 Sub-district	(Land Use) Permitted Use
Neighborhood Center	**Commercial (COM) all types** **Residential (RES) all types**
Residential Neighborhoods	**Residential (RES) all types**

Both districts shall allow WB (water body), OS (open space), CIV (civic), REC (recreation) and PK (park) land use designations.

6.3 Sub-district Regulations

6.3.1 The permitted uses in all of the sub-districts are permitted to have normal and customary accessory uses as allowed by the City's adopted Land Development Regulations (LDR).

6.3.2 The requirements for each sub-district are set out in Exhibit "D", Lot and Land Use Standards, which is attached hereto and incorporated herein by reference.

7.0 Neighborhood Center Focus Commitment.

7.1 South Village is a new community. In order to ensure the development of a neighborhood center meeting the requirements of the comprehensive plan, at the completion of

development of the Property, sixty (60%) percent of the South Village total development shall be located in the neighborhood center and within 3,000 feet of the neighborhood center.

7.2 Commercial uses shall be provided in the Neighborhood Center based on an assumed demand per residential unit located in the South Village-PUD of 125 square feet of commercial floor area per dwelling unit. The "assumed demand" timing shall be subject to confirmation by a market study obtained by the Developer and approved by the City. If the market study demonstrates a lesser ratio than the "assumed demand" of 125 square feet, the Developer and Owner, its successors or assigns, shall be permitted to adjust the level of construction of the commercial area of the development to the levels supported by the market study. For purposes of implementing this provision, documented presales/preleasing, and actual sales, or lack there of, may be used by the Developer as evidence of actual market demand supporting a different demand ratio from the "assumed demand" ratio. If the demand ratio is identified to be non-existent or not economically viable, the parcels identified for commercial development on the SDP may be utilized for residential or other uses, so long as all City and State regulations are met.

7.3 Nothing in this agreement limits the level of commercial development the Owner/Developer may elect to construct on the parcels identified for commercial development on the SDP, so long as the construction of the uses meets all State and City regulations regarding development of commercial property.

8.0 Phasing of Development.

8.1 Development of the property shall be permitted to be done in phases based on the submittal of subdivision plats and/or site plans for specific development areas within the overall project. The specific site plan or plat for the property, or portion thereof, shall be prepared, reviewed and approved as required by the standard procedures applied by the Land Development Regulations to a site plan or plat. This agreement shall not modify or supersede the Land Development Regulations site plan and plat standards and requirements. Phases are identified for purposes of identifying sub-phases of development allowed by the Master Plan. No particular order of development of the phases will be required. Infrastructure plans for each phase will be planned at the commencement of each phase assumed. Phases are generally depicted on the PUD Schematic Development Plan. The final location and number of phases are subject to change. Prior to commencement of a phase the developer of the phase will enter into a Development Agreement for the phase as required by the New Smyrna Beach Utilities Commission (NSBUC).

If available, Developer and Owner will provide re-use water within the South Village PUD by connecting to re-use water lines provided at the property lines by the New Smyrna Beach Utilities Commission. The priority for re-use water application shall be the project common areas as first priority and individual residential units as the second priority. Any installation of re-use water lines shall be preceded by a written agreement with the New Smyrna Beach Utilities Commission, committing to supply sufficient quantities of re-use water to support the intended application.

8.2 The project site has been and will continue to be used for silvicultural purposes. Silvicultural harvesting may occur throughout the PUD until the immediate time for development. All silvicultural activities shall comply with State of Florida Division of Forestry Best Management Practices. The City and the developer/owner mutually agree that bonified agricultural pursuits existing on the property and included within a management plan filed with the St. Johns River Water Management District shall be allowed to continue in operation until such time as the land is converted to urban use in accordance with this development agreement. Individual phases of the project that remain undeveloped will be permitted to remain under sivicultural use until such time that they are developed.

9.0 **Temporary Uses.** Temporary uses allowed by the Land Development Regulations shall be permitted by right within the PUD. Temporary uses (including but not limited to construction trailers, sales offices, temporary signage, etc.) shall be allowed to be placed on site and moved throughout the site. Such temporary facilities and uses may be moved throughout the PUD. Temporary uses shall be moved within thirty (30) days after the issuance of a certificate of occupancy for the final building in each phase of development. The Developer shall not be required to register such uses with the City, but shall obtain permits for temporary uses if normally required by the City.

9.1 Soil removed from the stormwater ponds or wetland creation areas may be used on site. Soil that is excavated or imported may be stockpiled anywhere within the boundaries of the PUD (except the upland buffer, preserved wetland areas) or transported off-site.

9.2 Temporary roads to excavation and stockpile areas are allowable as long as the connection to any paved road is provided with a paved apron to protect the road edge.

9.3 Air curtain incinerators or burn sites may also be located within the project subject to standard city regulations.

9.4 Temporary signage for sales and directional purposes shall be allowed subject to a signage plan approved by the City.

9.5 Sales offices may be allowed within model homes during the period of construction and sales, beginning at any time after approval of the construction drawings for the area in which the sales office is to be located. Temporary sales offices shall be permitted in the PUD until all residential lots are sold. Model homes shall provide parking to accommodate the model home and sales office, if applicable. Parking may be provided in the driveway of the model home or within temporary parking areas that may be located within a tract or platted lot. Parking for model homes must be outside the right of way. The parking area shall be stabilized with materials such as mulch, coquina, crushed stone, gravel, concrete, pavers or asphalt, in a manner acceptable to the City. Model home banks may be established such that all model homes allowed within a district may be located in a single defined area, and certificates of completion may be issued with or without driveways.

9.6 Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements

9.6.1 Provisions for fire protection, including testing and approval of the water system by the Florida Department of Environmental Protection (FDEP).

9.6.2 Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.

9.6.3 Permanent utility connections cannot be made until the sanitary sewer system has been completed and certified to FDEP.

10.0 Density Limits.

10.1 *Accessory Living Units:* Accessory living units to single-family residences are permitted within the all neighborhoods and are not to be counted against the density limit.

10.2 *Transfer of Development Rights:* Owners of contiguous lands not requiring the maximum allowable density may sell or transfer their excess unit counts to the developers within the neighborhood center. Owners of the contiguous lands shall provide written authorization of transfer of units.

11.0 Density Limitation Commitment and Bonus Request.

11.1 The Developer and Owner commit to a net project density, which shall not exceed 1.5 non-bonus housing units per acre. The intended non-bonus project size is one thousand nine hundred and ninety-five units (1,995) as specified in the comprehensive plan approval, and the total of non-bonus and bonus units constructed in the project shall not exceed the applicable Development of Regional Impact threshold.

11.2 Developer and Owner hereby elect to exercise their right to "bonus" housing units. Accordingly, Developer and Owner shall be permitted to develop, at their sole option, any or all of the following "bonus" units.

11.2.1 Accessory living units as part of single-family living units located on an individual single-family lot in all neighborhoods.

11.2.2 For every above ground floor unit provided, an additional unit shall be permitted within the neighborhood center.

11.2.3 Adult Living Facility (ALF) units as part of a life cycle housing program.

11.2.4 Living units associated with civic uses.

11.2.5 Housing units targeted for occupancy as part of a program to provide housing with specific income limitations.

12.0 Signage.

12.1 General Provisions. The design intent of residential signage is to ensure adequate means of communication through signage while maintaining the attractive visual appearance within South Village PUD. Signage shall include overall project signage including wayfinding signage; residential and commercial neighborhood signage; individual business signage; temporary marketing signage; and other signage required by city code including but not limited to street signs, street addresses and similar signage. An architectural feature may be incorporated into overall project signage and residential and commercial neighborhood signage. Walls, architectural icons, water features, landforms, landscaping or other effects which announce and signify arrival are not considered signs. Only the portion of an entry feature containing words or logos shall be considered signs Any PUD architectural guidelines and standards for the development, covenants, conditions and restrictions regarding signage shall be administered by the Developer and/or CDD/POA. Non-

specific repetitive decorative elements and/or logos shall not be considered signage, provided such signs do not advertise a specific product.

12.2 Overall Project Signage. Overall project signage identifies the overall development and shall include project identification signage, wayfinding signage and other signage that identifies the project as a whole and provides guidance and direction to and within the project.

12.2.1 Gateway Signage and Entrance Features: Wall signage located at the primary entrances to South Village PUD shall have a maximum height of 10' with a maximum signage area of 160 square feet (s.f.). The primary entrances are at the intersection of project access roads and SR 44 and at the connector road extension to Williamson Boulevard. A maximum of two gateway signs meeting these standards shall be permitted for each entrance. An entrance or directional feature may be designed in conjunction with the entrance signage or it may occur separately. The entrance feature shall have a maximum height of 35'. If only one sign is used, seventy-five percent (75%) of the total square footage allowance for both signs may be utilized within the copy area of the single sign.

12.2.2 Wayfinding Signs. Wayfinding signs are permanent signs that direct auto and pedestrian traffic within the South Village PUD. These signs may be monument or pedestal signs that are not associated with a particular parcel, amenity or lot, but rather direct people to locations of several such uses. These signs are supplemental to, and not inclusive of, any and all public signs. Wayfinding Signs may be located in the right-of-way. Wayfinding Signs shall be setback at least four (4) feet from the back of any street curb and four (4) feet from any property

line in residential districts, and shall not hinder safe automobile or pedestrian visibility. There is no limit to the number of Wayfinding Signs within South Village. Individual signs must be separated by at least two hundred (200) linear feet. The maximum Advertising Display Area (ADA) shall be twenty (20) square feet and the maximum height shall be ten (10) feet. Wayfinding signs shall conform to an overall design approved by the City.

12.2.3 Banners. Banners shall be permitted as temporary or permanent decorative elements and may be used as signage in addition to other signage allowances. Banners may be located on individual poles, light poles, or other architectural or streetscape element. Banners may bear the logo of the development, or seasonal or event logo as decorative elements, or messages of public information. Banners may carry sponsors' names in conjunction with special events. Banners shall not be considered signage. There shall be no limit on the number of banners or flags allowed per parcel. Temporary banners may span privately owned streets as long as a minimum vertical clearance of eighteen (18) feet is maintained above vehicular use areas and a minimum vertical clearance of ten (10) feet is maintained above pedestrian use areas.

12.2.4 Other General Project Signage: Pursuant to the standards described herein, the following signage shall be permitted in the right-of-way: decorative traffic, directional, and informational signs including but not limited to speed limit signs, stop signs, street identification signs and other standard traffic management signage. Any signage located within the right-of-way that contains design elements beyond standard City and FDOT specifications shall be maintained by the Developer, a Property Owner's Association ("POA"), or a Community Development District ("CDD"), as applicable. The Developer, CDD and/or POA shall be

responsible for any signage and associated landscaping, lighting and/or decorative hardscape elements that may be located within public rights-of-way.

12.3 Residential and Commercial Neighborhood Signage: Residential and commercial neighborhood signage is general signage intended to identify individual neighborhoods within the overall project, and includes individual development identification of multifamily housing projects as well.

12.3.1 Neighborhood Signage Signage located at the entrances to individual neighborhoods shall have a maximum height of 12' and a maximum signage area of 100 square feet (s.f.). A maximum of two (2) signs meeting the requirements listed above shall be permitted per subdivision entranceway. If only one sign is used, seventy-five percent (75%) of the total square footage allowance for both signs may be utilized within the copy area of the single sign.

12.3.2 Multiple-Family Complex Sign. Multi-family complex signs denote the name of the multiple-family complex and may include the name of the developer or the property management company. These signs may be incorporated into a wall, fence or other structure. These signs may be located within a median provided such tract is not a part of public right-of-way. They may be lighted or externally illuminated and shall be landscaped. Each multiple-family complex may have a Multiple-Family Complex Sign at each entry/egress point to their respective community that is no more than ten (10) feet in height with a maximum ADA of thirty-two (32) square feet each.

12.4 Individual Business Development Signage: Signage for multi-tenant commercial developments and individual businesses within multi-tenant commercial developments and stand-alone businesses shall be allowed signage as permitted by the City of New Smyrna Beach sign

regulations. Freestanding business signs and multi-tenant project signs shall be ground signs and shall be accompanied by a surrounding landscaped area.

12.5 Temporary Marketing Signage: Temporary marketing signage includes banners and other signs of a temporary nature that advertise product for sale and provide directions to sales centers, model homes, open houses and similar destinations and may include:

12.5.1 Parcel Construction Signs. Temporary signs that denote the owner, architect, contractor name, lot number, financial institution, general contractor, subcontractors for a parcel. One (1) primary sign may be displayed for each development parcel. Such signs shall not be installed sooner than thirty (30) days prior to construction and shall be removed within thirty (30) days after completion of the project. The Primary signs may not exceed eight (8) feet in height and may have up to thirty-two (32) square feet of ADA.

12.5.2 Community Real Estate Sign. Temporary signs located at the entry/egress point(s) of residential developments under construction and/or which have units for sale, rent or lease. These signs may display the name of the community, price range, name of the builder, and appropriate contact information (e.g. name, phone, office location). The signs shall be removed within ten (10) days of all of the lots or units being sold. Each new residential community may have a Community Real Estate Sign at each entry/egress point to their respective community that is no more than ten (10) feet in height with a maximum ADA of sixty-four (64) square feet each.

12.5.3 Residential Real Estate Sign. Signs identifying lots for sale shall be located on the lot for sale and only one sign per lot is permitted. The signs shall conform to city requirements for real estate signs and must be removed within thirty (30) days of closing of a

contract on the property.

12.5.4 "Open House" signs, banners, seasonal or holiday signs, memorial signs, and any other temporary sign not listed herein shall conform to the standards established in the Land Development Code.

13.0 Covenants, Restrictions and Property Owner Associations.

13.1 Covenants and restrictions to govern architectural controls within the PUD shall be consistent with this agreement, and shall be recorded in the Public Records of Volusia County, Florida. The Developer may create a Florida non-profit corporation to serve as a Master Property Owners Association (MPOA) to enforce the master covenants and restrictions, to conduct architectural review and approval of buildings planned for construction in the PUD, and to assure continued compliance with covenants and restrictions imposed by the various permitting agencies, including but not limited to, the St. Johns River Water Management District (SJRWMD), the U.S. Fish and Wildlife Service (USFWS), the Army Corp of Engineers (ACOE) and the Florida Department of Environmental Protection (FDEP).

13.2 The Developer may, at its option, create neighborhood or subdivision property owners' associations (POA's) for the purpose of maintaining private, non-common facilities within the subdivision described by the covenants and restrictions created and recorded by Developer. As an example, if Developer elected to create a gated subdivision with private streets, the gated area, streets and street lights as well as all facilities particular to the subdivision which would only serve a particular subdivision and thus be "non-common" facilities the Developer could opt to create a subdivision POA to care for and maintain the "non-common" facilities particular to a subdivision.

13.3 The Developer may, at his option, create a community development district (CDD) pursuant to Florida Statutes Chapter 190 or other special taxing or assessment district allowed by Florida law implemented be either the Developer or the City. The Developer may at its option delegate and/or assign to such CDD, special taxing district or assessment district any of the rights and obligations of the MPOA (as defined herein), and POA (as defined herein) or any of the Developer's other rights and obligations set forth in the agreement subject to applicable law.

14.0 Recreation and Open Space.

14.1 Open Space: Required open space for the project shall include environmentally sensitive areas, natural and man-made lakes, required upland buffers, natural areas used as edges, scenic setbacks used as edges, parks and recreation areas, golf courses and area-wide trail corridors, but not building setbacks and shall account for a minimum of 50% of the land area.

14.2 Public Realm: Required open space for public uses and gathering places such as community amenity buildings, parks of all types (active, passive and resource based), and neighborhood squares, greens or commons, but not neighborhood edges, trails, wetlands, or environmental systems corridors, shall account for between a minimum 3% and a maximum 8% of the neighborhood area. Therefore, meeting the required minimum square footage per dwelling unit.

14.3 Buffers: A 35-foot landscaped buffer shall be provided along the SR 44 frontage in combination with the 25-foot utility easement required by the City of New Smyrna Beach Utilities Commission. The buffer and easement areas may overlap to the extent permitted by City's Land Development Regulations. The landscaped buffer shall not be required in areas where the SR 44

frontage consists of natural areas and preserved areas. Buffers shall be provided along the frontage of manmade lakes in a manner that incorporates the lake as an element of the overall buffer design.

15.0 Civic Use Commitment.

15.1 Lands, designated for civic use are lands that may be owned publicly or privately but they shall be designated to serve the community by providing a designated site or sites as follows:

15.1.1 A public realm civic community site or combination of sites with an area of three hundred (300) square feet of land area multiplied by the total number of non-bonus residential units in the South Village PUD. It is anticipated that the public realm community site or sites will be a South Village PUD common facility; **or**

15.1.2 A ± twenty (20) acre site which shall be located in the South Village PUD to serve as a school site. If the designated site is not acquired by the School Board of Volusia County under terms of an agreement between the School Board and the Developer, Developer may elect, at its sole discretion, to develop the site for any uses permitted within the Neighborhood Center district. In addition, the Developer agrees to accommodate storm water and compensatory storage areas from the school site at a site other than the designated school site, in the event the School Board of Volusia County and the Developer reach agreement on the terms of the School Board's acquisition of the school site. The Developer and the City recognize that discussions have occurred between the Developer and the School Board and the Developer and City desire that the design of any school constructed on the school site will blend with the neighborhood architectural theme and include a level of design detail that is equivalent to other schools constructed by the District including New Smyrna High School and Mainland High School. The Developer further agrees that

if construction of recreational fields such as baseball, soccer and football is contemplated, the Developer will first consider a joint use location at the school site based on site designs jointly agreed by the Developer and School Board and approved by the City.

15.1.3 Should the School Board purchase the school site and later determine to sell the sites, the City agrees that the design standards as presented in this agreement will be applied to subsequent development of the site.

15.1.4 A neighborhood meeting hall/community center shall be located within the neighborhood center as part of the project amenity area. The neighborhood meeting hall/community center shall be built by Developer and it may be counted toward completion of Developer's requirement toward the option of provision of public realm civic community sites established by Paragraph 16.1.1.

16.0 Wetlands and Preserved Areas.

16.1 Wetlands and preserved areas are designated generally on the master development plan and more specifically in the Army Corps of Engineers and St. Johns River Water Management District permits. Wetlands and preserved areas are deemed to include the fifteen (15%) percent tree protection requirement and shall be considered to be qualified areas to meet tree replacement requirements. The wetlands and preserved areas shall meet the following requirements:

16.1.1 For non-impacted isolated wetlands that are not located in areas used for restoration and enhancement, an average twenty-five (25') upland buffer (15 foot minimum) will be established.

16.1.2 An average twenty-five (25') upland buffer shall be provided adjacent to

contiguous wetlands. The average upland buffer shall not be less than 15 feet in any areas, except in areas such as road and utility crossings. Buffer areas may be adjusted on construction plans, provided the average upland buffer requirement is not reduced.

16.1.3 Any crossings of roads and utilities shall be located, designed and constructed to minimize impacts.

16.1.4 Mitigation shall be done in accordance with the plans approved by the St Johns River Water Management District if required by the approved plans.

17.0 Roadway and Path Circulation System.

17.1 The SDP identifies and/or illustrates a system of interconnected roadways and paths. The purpose of the roadways and paths is to allow circulation of vehicular, pedestrian and bicycle traffic including golf carts and electric vehicles, internally and externally, to the South Village PUD.

17.2 Developer/Owner shall be entitled to all impact fee and mitigation credit (if any), which may be occasioned, by Developer's creation, conveyance or designation of a roadway or pathway.

17.3 Street connectivity: Connectivity between phases within the project and contiguous developments shall be required and specific connections are provided.

17.4 Streets located within the South Village PUD shall be organized into a hierarchy as identified in 17.4.1 through 17.4.5 and as illustrated on the SDP. The roadways shall utilize the cross sections illustrated by Composite Exhibit D.

17.4.1 Minor Collector Boulevard or Road

17.4.2 Neighborhood Local Street

17.4.3 Rear Lane Alley

17.4.4 Pedestrian/Bicycle Pathway

17.4.5 Cul-de-sac Length: Cul-de-sacs may not be permitted to exceed the maximum length of one thousand (1,000') feet allowed by the LDR, unless alternate means of secondary/emergency access are provided.

17.5 Street lighting shall be installed along the various roadway types pursuant to a lighting plan submitted by Developer. Lighting fixtures shall be compatible with the design theme of the development or specific neighborhood they are provided for.

17.5.1 Collector and neighborhood streets have lighting space in a staggered, alternating pattern with lights approximately three hundred (300') feet apart on center (e.g., lights on the same side of the street will be approximately six hundred (600') apart). Lighting standards shall be a minimum height of fourteen (14') feet. Spacing standards may be modified in order to promote highway safety in accord with good lighting design.

17.5.2 Pathways, where they are not adequately lit by adjacent collector, neighborhood center lighting standards, shall be lit by walk lights which shall have a maximum height of twelve (12') feet and they shall be spaced a maximum of one hundred (300') feet apart on center. The walk lights may all be placed on one side of the pathway and may be reduced to a minimum height of four (4') feet. Spacing of walk lights below the twelve (12') foot height maximum shall be determined at the time of plat or site plan review and approval.

17.5.3 Lighting Design: Lighting fixtures shall be compatible and consistent with the architectural style of the sub-district in which they are placed.

17.5.4 Spacing Adjustments: Minor adjustments for spacing are permitted for dealing with driveways and other features.

17.6 Roadways. Local roads may be constructed with one lift or two lifts of asphalt. Permanent certificates of occupancy for structures abutting such roads may be issued prior to the last lift of asphalt being installed as long as a performance bond is provided for the finishing roadwork. The second lift must be completed within two years after the first certificate of occupancy is obtained. Prior to application of the second lift of asphalt, affected homeowners shall be notified via electronic communication or U.S. mail. This provision does not apply to collector or arterial roads that will be conveyed to Volusia County or the City.

17.6.1 Neighborhood streets, including collectors may use traffic calming design standards to include, but not be limited to, the installation of traffic circles, narrow travel lanes, the installation of sidewalks, and street trees.

17.6.2 Portions of the interior roadway system may remain private, may be conveyed to a CDD, or may be proposed for dedication to Volusia County or the City. The Developer, CDD, or POA will enter into a hold-harmless agreement with the County or City for maintenance of roads and any landscape or hardscaped improvements located within public rights-of-way. There may be private roads and gated subdivisions in selected portions of the project. Gating will not affect the interconnectivity of the trail system.

17.6.3 Roundabouts will be permitted throughout the PUD.

17.6.4 Parking facilities, including those facilities providing required parking, may be shared regardless of the use that they serve.

17.6.5 Sidewalks and/or bicycle paths will be required on both sides of roadways.

17.6.6 The main entry loop road connects the various development parcels to each other and disburses traffic through multiple connections and allowing internal circulation. Until total completion of the main entry road, temporary cul-de-sacs or T-intersections may be provided which must have minimum pavement radii of forth (40) feet with the pavement design for the cul-de-sac bulb consistent with the roadway.

17.6.7 Access to the Development from SR 44 shall be as generally depicted on the Schematic Development Plan. Final locations of access points shall meet all FDOT requirements.

17.6.8 Sidewalks shall be constructed only next to final roadway location, and no temporary sidewalks shall be built. Construction of all sidewalks adjacent to individually platted lots or commercial buildings shall be performed concurrently with, and shall not be required in advance of the construction of the residences for a given lot or the adjacent commercial building. No sidewalks shall be required in alleys. All sidewalks and multi-use paths may meander throughout the right-of-way and may cross into adjacent parcels, provided an acceptable easement is provided.

17.6.9 Traffic Calming. Techniques such as horizontal deflections, road narrowing, pavers, central islands, entry or gateway treatments, roundabouts, textured pavement, and other similar treatments are encouraged in appropriate locations subject to approval by the City. Roundabouts and/or traffic circles shall be allowed as an alternative to signalization. All roundabouts shall conform to U.S. Department of Transportation Federal Highway Administration

Publication No. FHWA-RD-00-067 standards and criteria. Any deviations may be approved by the City.

18.0 Commercial Architectural Design Standards: All non-residential 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 LDC relating to architectural standards. All of the following requirements shall be met within the Property:

18.1 All buildings and accessory structures within a Commercial development parcel 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 so as to allow structures to be complementary to one another. Architectural themes may vary between separate development parcels.

18.2 All structures shall compliment 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.

18.3 Corporate prototype design and materials shall be permitted provided they comply with the provisions of this section.

18.4 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.

18.5 No vending machines shall be permitted on outside walkways or other outdoor pedestrian areas.

19.0 Public Realm Street Trees

19.1 Incorporation: Trees shall be incorporated into the design of each street built within the South Village PUD.

19.2 Street Tree Design: Street trees shall form a continuous, predictable border, reinforcing the function of a street as a public space and meet the following standards:

19.2.1 *General:* Trees shall be incorporated into every street, planted in straight lines, between the sidewalk and the curb.

19.2.2 *Tree Types:* Durable trees, such as oaks, shall be predominantly used. Only one type of tree shall be placed on both sides of residential streets, in one block.

19.2.3 *Collector Streets:* Plant street trees in staggered rows, at a maximum of fifty (50') foot intervals on center.

19.2.4 *Local Streets:* Plant street trees at a maximum of forty (40') foot intervals on center on both sides of the street.

19.2.5 *Neighborhood Center Commercial Streets*: Plant trees at thirty (30') to forty (40') feet on center on each side of the street. Palms may be used in lieu of shade trees at the same spacing along the Neighborhood Center Commercial Street only.

19.2.6 *State and County Roads*: Trees planted on State and County road right-of-way shall conform to the design standards of the managing agency.

19.2.7 *Size:* Street trees shall be a minimum of three (3") inch caliper (six (6") inches above ground) with a six (6') feet clear trunk and an eight (8') feet spread when planted. Container grown oak trees may be used to replace the standard tree requirement provided the following

minimum specifications are met; Trees shall have a minimum size of ten to twelve (10'-12') feet height with four to five (4-5') foot spread and a minimum two (2") inch caliper and 30 gallon.

19.2.8 *Spacing Adjustments:* Adjustments for spacing are permitted to deal with driveways and other features within the subdivision that interrupt the spacing pattern.

20.0 Storm water Management Standards.

20.1 Design Standards: The PUD shall be served by a well-designed, master stormwater management system as follows:

20.1.1 *Concept:* The design concept is to utilize and enhance natural drainage systems, simulate natural systems in man-made structures, and utilize the following guidelines:

20.1.2 *Integration:* Integrate the man made system into natural systems.

20.1.3 *Water Detention:* Stormwater facilities shall be designed as wet detention where site conditions allow.

20.2 Master Plan: A Master Stormwater Management Plan shall be submitted meeting City and St. John River Water Management District requirements. Minimum stormwater design shall be for a one hundred (100) year three (3) day storm event.

20.3 Natural and Man-Made Water Bodies: Lakes including man-made lakes, which also serve stormwater functions, shall be considered community amenities and meet the following requirements:

20.3.1 The water body shall be incorporated into the design of the pedestrian and bike paths where pedestrian and bike path plans locate these facilities adjacent to water bodies. Parks

shall be located with frontage on these water bodies where parks are proposed or can be logically placed adjacent to water bodies.

20.3.2 Man-made lakes and ponds shall be designed to mimic natural water bodies when feasible, so as to look as natural as possible. Littoral zone tree plantings may be clustered but must be provided at an average 100' on center.

21.0 Standard Site Plan and Plat Procedures.

The specific site plan or plat for the Property, or portion thereof, shall be prepared, reviewed and approved as required by the standard procedures applied by the LDR's to a site plan or plat. This Agreement shall not modify or supersede the LDR site plan and plat standards and requirements.

22.0 Water, Sewer, Reuse and Electrical Service.

The City of New Smyrna Beach is governed by a City Commission and a Utilities Commission (Utilities Commission). The City Commission is a signatory to this agreement. The Utilities Commission is not. The jurisdiction of the City Commission applies to permitable land use, subdivision of land and aesthetic characteristics of surface development. The Utilities Commission jurisdiction in the City applies to the provision of water, sewer, reuse water and electric utilities. The parties hereto agree that the rules of the City Commission for land use and development as set out in the City Comprehensive Plan and the City Land Development Code shall control the surface development of land. The parties hereto agree that the lawfully enacted rules and Agreements of the Utilities Commission for water, sewer, reuse water and electrical utility construction shall control the design, installation and extension of central water, wastewater, reuse water and electrical systems built within the Utilities Commission jurisdiction.

The parties hereto agree that public utilities consisting of central water, wastewater, reuse water and electrical systems for the Property or portion thereof and any applicable off-site infrastructure shall be obtained from the Utilities Commission and shall be applied for, built, and conveyed in accordance with the lawfully enacted Utilities Commission rules and regulations, requirements, tariffs, policies, and Agreements prevailing at the time of Developer's requested approval of a Utilities Commission Agreement(s) from the Utilities Commission.

23.0 Amendments.

23.1 Substantive amendments to this agreement shall not be effective unless in writing and signed by the respective parties to this agreement. The owners of all property to which an amendment applies shall be authorized to execute an amendment to this agreement on the Developer's behalf; provided, however, that if the amendment involves more than one (1) lot or parcel and a property owner's association having jurisdiction over the lot is established in accord with this agreement, the association must also execute such amendment for it to be effective. Before amendment of this agreement, the City shall conduct public hearings as required by the City's LDR for a zoning amendment.

23.2 Minor deviations to the approved agreement shall be permitted subject to staff review and without public hearing. A minor deviation shall be a deviation from the Plan which has no substantive effect on the overall goals, purpose and objectives of the Plan. Generally, a minor deviation would be a change which is (a) not in conflict with the requirements adopted as part of the Plan or (b) not in conflict with any City ordinance or regulation not superseded by the terms of the

Plan and exhibits adopted as a part of the Plan. Examples of a minor deviation would include, but not be limited to, the following changes:

i. Changes in the size or placement of land uses within the neighborhood center or residential neighborhoods excluding additional use not designated as allowable in the neighborhood.

ii. Changes in the alignment of a road or path to accommodate sound planning and engineering principles.

iii. Realignment of a PUD edge or neighborhood boundary to accommodate site constraints or sound planning and engineering principles.

iv. Other changes which are similar to the changes described above as to their lack of substantive impact on the goals, purpose and objective of the Plan.

23.3 The City's Development Services Director shall determine whether a proposed deviation from the plan is minor or substantive change. If the Development Services Director determines the proposed deviation is minor, the Development Services Director shall authorize the deviation by approving it in writing. The approval may be in the form of a letter. If the deviation is substantive, the procedure set out in Paragraph 23.1 above shall be followed in order for the change to be approved.

24.0 Conformance with the Laws.

The Developer agrees:

24.1. To develop the property according to all PUD regulations of the City to the extent those regulations are not inconsistent with the Plan for the property.

24.2. To provide agreements, contracts, deed restrictions, and sureties and other documents required by the City Legal Department for completion of the development or approved development phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement.

24.3. To comply with all city codes and ordinances not inconsistent with the Plan for the property.

24.4 To comply with the proportionate share program for roadway improvements that are demonstrated to be applicable to this project in accordance with the proportionate share program.

25.0 **Enforceability.**

If any provision of this MDA is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity of enforceability of any other provision of this Agreement unless the holding so states.

26.0 Prior Agreements.

This Master Development Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the Property. Any and all prior agreements between the parties are superseded by this Master Development Agreement.

27.0 Agreement to Run With the Land.

The terms and provisions of this MDA shall run with the land and inure to the benefit and burden of the Developer, the Owner and their successors and assigns.

28.0 Interpretation.

28.1 This MDA shall be interpreted to fulfill its purpose and intent. The parties agree that all parties have participated in the drafting of this MDA. Therefore, the rule of construing ambiguities of an agreement against the drafter of the document shall not apply.

28.2 In the event of a conflict between the text of this MDA and the exhibits adopted as a part of the Plan, the most restrictive requirement, as established by either the MDA or Exhibits shall apply.

28.3 Words or terms used in the text of this MDA shall be given the meaning set out by the definitions set out in Section 5.0 of this Agreement. If a word or term is not defined in Section 5.0 of this Agreement and the word or term is defined by the LDR the meaning given to the word or term by the LDR shall apply. Words or terms not defined by this Agreement or the LDR shall be given their plain and ordinary meaning.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this 7th day of November, 2011.

Signed, sealed and delivered
in the presence of:

Barbara Billings
Witness 1

Barbara Billings
Print Name of Witness 1

Claudia Rogers
Witness 2

Claudia Rogers
Print Name of Witness 2

THE CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By: Adam Barringer
Mayor

Attest:

By: Johnny L. Bledsoe
City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7th day of November, 2011, by Adam Barringer, Johnny L. Bledsoe, Mayor and City Clerk, respectively, of The City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Sandy Winkler
Notary: Type, Print or Stamp Name
My commission expires:

SANDY WINKLER
MY COMMISSION # EE 083572
EXPIRES: August 13, 2015
Bonded Thru Notary Public Underwriters

SOUTH VILLAGE PARTNERS, LLC

Witness 1

J. Ronan Reilly
Print Name of Witness 1

Witness 2

Escarleth Lemos
Print Name of Witness 2

By:
Printed Name: J — SGRM, trustee
Its: Brian Campbell 2010 Revocable Living Trust, Manager-Member
Date: 10/20/11

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ MIAMI-DADE

The foregoing instrument was acknowledged before me this 20th day of October, 2011, by Brian S. Campbell, as manager-member of SOUTH VILLAGE PARTNERS, LLC. He is personally known to me or has produced _____ as identification and did not take an oath.

MARIA A. CANALES
MY COMMISSION EXPIRES
November 6, 2011
#DD 722165
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Maria A Canales
Notary: Type, Print or Stamp Name
My commission expires: 11-6-2015

EXHIBIT A
LOCATOR MAP

Instrument# 2011-196037 # 37
Book: 6652
Page: 2788

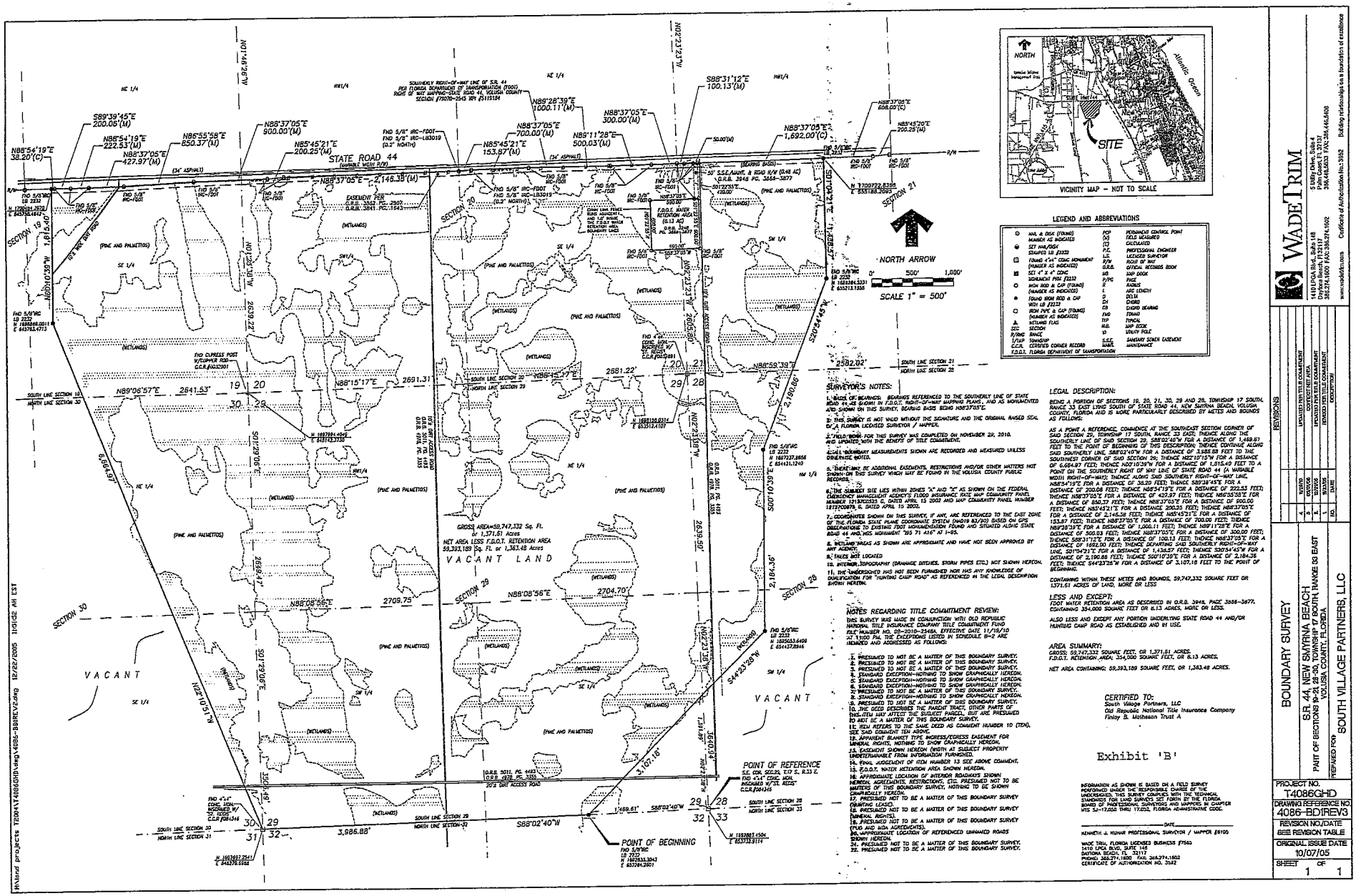


Z:/projects/2010/10170 South Village/10170-loc map

General Location Map
Exhibit 'A'

ZEVCOHEN & ASSOCIATES INC

Instrument# 2011-196037 # 38
Book: 6652
Page: 2789


STATE ROAD 44
(VARIABLE WIDTH R/W)
SOUTHERLY RIGHT-OF-WAY LINE OF SR 44
PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)
RIGHT OF WAY MAPPING-STATE ROAD 44, VOLUSIA COUNTY
SECTION 79010-2545 DEF 2519104
N88°37'05"E 2,148.38'(M)
N88°37'05"E 2,190.65'(M)
N88°37'05"E 1,692.00'(C)
N88°37'05"E 608.00'(C)
N88°37'05"E 900.00'(M)
N88°37'05"E 700.00'(M)
N88°37'05"E 300.00'(M)
N89°28'39"E 1000.11'(M)
N89°11'28"E 500.03'(M)
S88°31'12"E 100.13'(M)
N85°45'21"E 200.25'(M)
N85°45'21"E 153.67'(M)
N85°45'20"E 200.25'(M)
N86°55'58"E 850.37'(M)
N86°54'19"E 222.53'(M)
N89°39'45"E 200.08'(M)
N86°54'19"E 38.20'(C)
N86°37'05"E 427.97'(M)
(3" ASPHALT)
(BEARING BASIS)
50' S.S.E.AMINT. & ROAD R/W (0.48 AC)
O.R.B. 3948 PG. 3684-3877
FND 5/8" IRC-FDOT
FND 5/8" IRC-L83019
(0.2' NORTH)
FND 5/8" IRC-FDOT
FND 5/8" IRC-L83019
(0.3' NORTH)
FND 5/8" IRC-FDOT
FND 5/8" IRC-FDOT
FND 5/8" IRC-FDOT

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LEGEND

- SINGLE FAMILY - LOW DENSITY RESIDENTIAL
- MULTI-FAMILY - HIGH / MEDIUM DENSITY RESIDENTIAL
- ASSISTED LIVING FACILITY (A.L.F)
- COMMUNITY RECREATION AMENITY AREA
- COMMERCIAL
- INSTITUTIONAL (SCHOOL SITE)
- WETLAND PRESERVATION
- UPLAND PRESERVATION / OPEN SPACE
- RETENTION AREA
- MULTI-USE TRAILS
- NEIGHBORHOOD CENTER LIMITS
- PHASING LINES
- EXISTING FULL ACCESS MEDIAN OPENING
- PROPOSED DIRECTIONAL MEDIAN OPENING AND DRIVEWAY
- RIGHT-IN / RIGHT-OUT DRIVEWAY

PROJECT SITE DATA

PROJECT AREA:	1363 ACRES	
RESIDENTIAL UNITS	1995 UNITS	
RESIDENTIAL AREA	317 ACRES	23 %
COMMERCIAL AREA	72 ACRES	5 %
INSTITUTIONAL AREA (SCHOOL SITE)	22 ACRES	2 %
OPEN SPACE (MINIMUM 50%)	784 ACRES	58 %
- PRESERVATION AREA	641 ACRES	47 %
- STORMWATER AREA	143 ACRES	10 %
ACTIVE RECREATION (MINIMUM 3 -5%)	41 ACRES	3 %
- COMMUNITY RECREATION AMENITY	10 ACRES	
- PARKS AND TRAILS	31 ACRES	

NEIGHBORHOOD CENTER DEVELOPMENT DATA

DEVELOPMENT WITHIN 3,000':		MAX. 60%
SINGLE FAMILY	190 ACRES	14%
MULTI-FAMILY	87 ACRES	6%
COMMERCIAL USE:	72 ACRES	5%
SCHOOL SITE:	22 ACRES	2%
RECREATION: -AMMENITY	10 ACRES	1%

EXHIBIT 'C'

ZEV COHEN & ASSOCIATES, INC.
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS
PLANNERS • TRANSPORTATION • ENVIRONMENTAL
PROJECT NO: 5915 | DRAFTED BY: SRG
ISSUE DATE: 5.4.11 | CHECKED BY: PM
FILE LOCATION

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

REVISIONS:

SOUTH VILLAGE
PUD SCHEMATIC PLAN

SCALE: 1" = 400'
SHEET 1 OF 1

Lot Development Standards

2011

Instrument# 2011-19037 # 40
Book: 6652
Page: 2791

I. Single Family: 50' – 100' Width

A. Minimum Lot Depth, Without Alley:	100'
B. Minimum Lot Depth, With Alley:	90'
C. Minimum Lot Area:	
50':	4,500.f. / 5,000s.f. without Alley
60':	5,400.f. / 6,000s.f. without Alley
100':	9,000s.f. / 10,000s.f. without Alley
D. Minimum Building Setbacks:	
Front:	25'
Interior Side:	5' on each side for single family and duplex lots. 0' and 10' for zero lot line
Rear:	15'
E. Maximum Building Height:	3 Stories 40'
F. Maximum Impervious Coverage:	75%
G. Minimum Living Area:	
Primary Unit:	1,000s.f.
Accessory Unit:	450s.f.
H. Maximum Number of Dwelling Units per lot:	1 excluding accessory units
I. Maximum Lot Combinations:	3
J. Maximum % of Lot Combinations	50%
K. Pool Setback	5'
L. Screen Enclosure/Pool Deck Setback	3'

II. Single Family Cottage, Duplex, and Zero Lot: 33' – 45' Width

A. Minimum Lot Depth, Without Alley:	85'
B. Minimum Lot Depth, With Alley:	75'
C. Minimum Lot Area:	
33':	2,475s.f. / 2,805s.f. without Alley
40':	3,000s.f. / 3,400s,f, without Alley
45':	3,375s.f. / 3,600s.f. without Alley
D. Minimum Building Setbacks:	
Front:	20'
Street Side:	15'
Interior Side:	A total of 8', with no side less than 3' for single family and duplex lots. 0' and 10' for zero lot line
Rear:	
Primary:	25'
Garage or Accessory:	5'
E. Maximum Building Height:	3 Stories 40'
F. Maximum Impervious Coverage:	75%
G. Minimum Living Area:	
Primary Unit:	750s.f.
Accessory Unit:	450s.f.
H. Maximum Number of Dwelling Units per lot:	1 excluding accessory units
I. Maximum Lot Combinations:	3
J. Maximum % of Lot Combinations	50%

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K. Pool Setback	5'
L. Screen Enclosure/Pool Deck Setback	3'

III. Townhouse:

A. Minimum Lot Depth, Without Alley:	100'
B. Minimum Lot Depth, With Alley:	90'
C. Minimum Lot Width:	25'
D. Minimum Lot Area:	2,250s.f./ 2,500s.f. without Alley
E. Minimum Building Setbacks:	
Front:	5'
Side:	-
Rear:	5'
F. Minimum Building Separation:	
Front or Rear:	50'
Side or End Face:	25'
Any Other Face:	40'
Minimum distances shall be increased six inches for each foot of building over 20'	
G. Maximum Building Height:	40'
H. Maximum Building Length / Width	200'
I. Maximum Impervious Coverage:	70%
J. Minimum Floor Area:	
Primary Unit:	500s.f.
Accessory Unit:	400s.f.

IV. Multi - Family:

A. Minimum Building Setbacks:	
Street, Drive, or Parking Area:	10'
B. Minimum Building Separation:	
Front or Rear:	50'
Side or End Face:	25'
Any Other Face:	40'
Minimum distances shall be increased six inches for each foot of building over 20'	
C. Maximum Building Height:	60'
D. Maximum Impervious Coverage:	100%
E. Minimum Floor Area:	
Studio / Efficiency:	480s.f.
One Bedroom:	575s.f.
Each Additional Bedroom:	150s.f.

V. Commercial:

A. Minimum Lot Size:	.5 acre
B. Minimum Lot Width	100'
C. Minimum Building Setbacks:	
Front:	35'
Side:	10'
Rear:	20'
D. Maximum Building Height:	60'

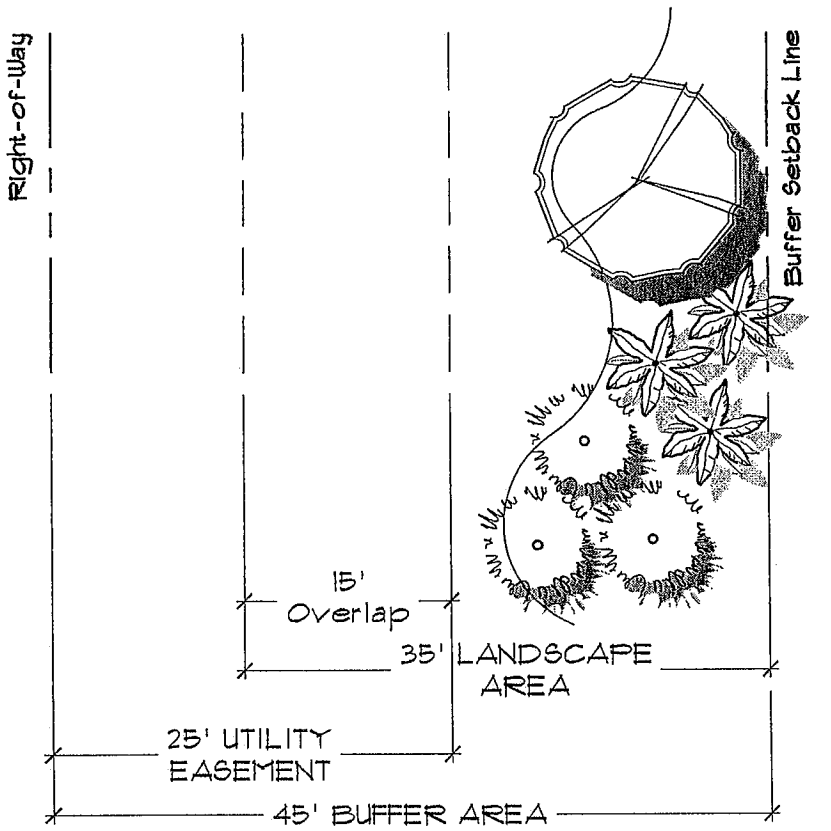
Instrument# 2011-196037 # 42
Book: 6652
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E. Maximum Impervious Coverage:	75%
F. Parking Reduction: Parking requirements may be reduced by 20% for shared parking or preservation of existing trees.	

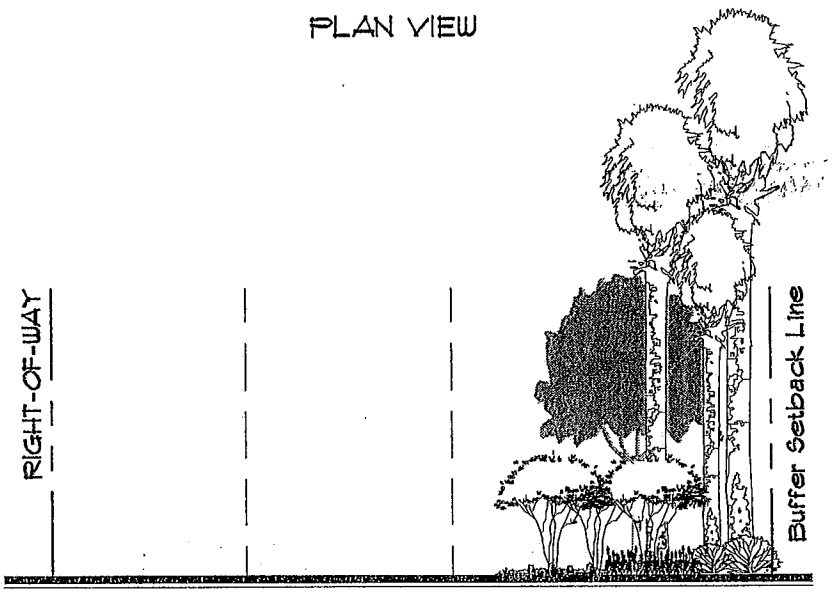
VI. **Buffers:**

A. State Road 44 Buffer (Minimum):	45'
Utility Easement	25'
Landscape Buffer	35'
-Overlap of utility easement	15'
B. Average Wetland Buffer:	25'

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Book:: 6652
Page:: 2794



PLAN VIEW



LANDSCAPE AND UTILITY BUFFER AREAS 45'

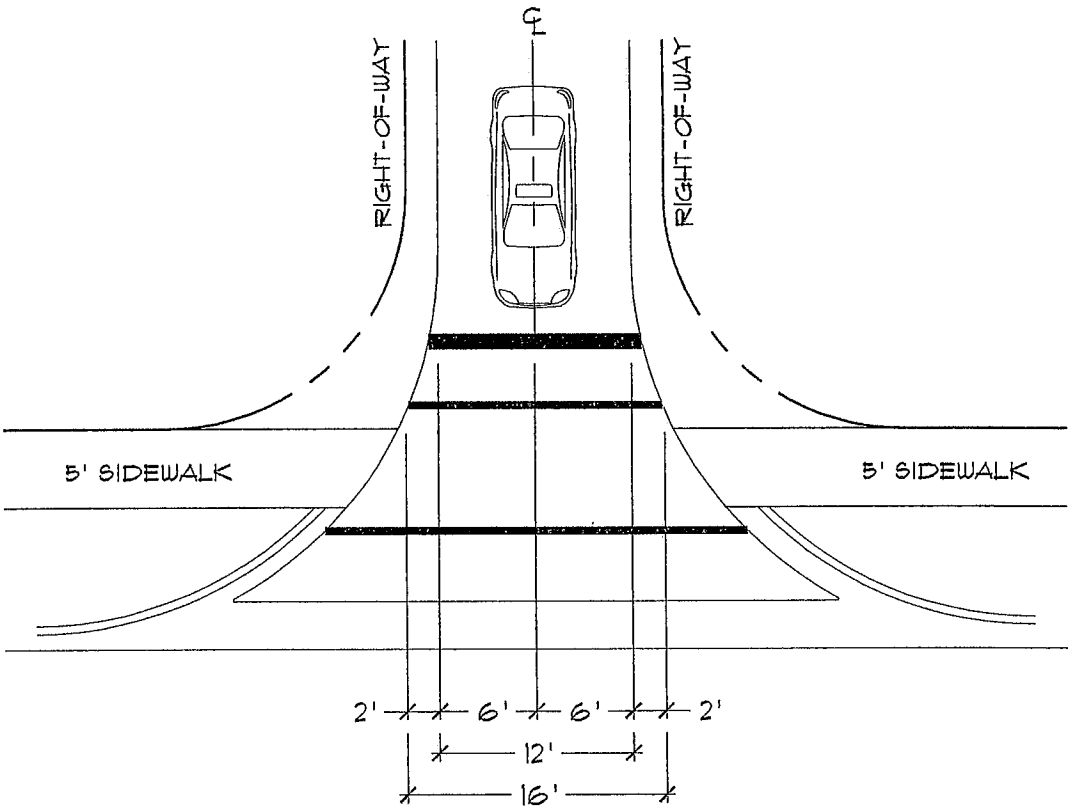
NOT TO SCALE

* LANDSCAPING PER NEW SMYRNA BEACH LAND DEVELOPMENT CODE

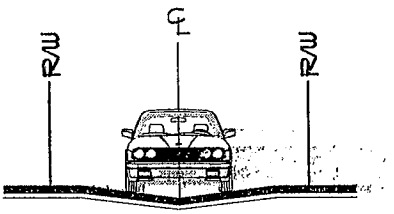
ROADWAY CROSS SECTION

EXHIBIT 'E'

Instrument# 2011-196037 # 44
Book: 6652
Page: 2795



PLAN VIEW



REAR LANE - ALLEY (ONE-WAY, 16' R/W)

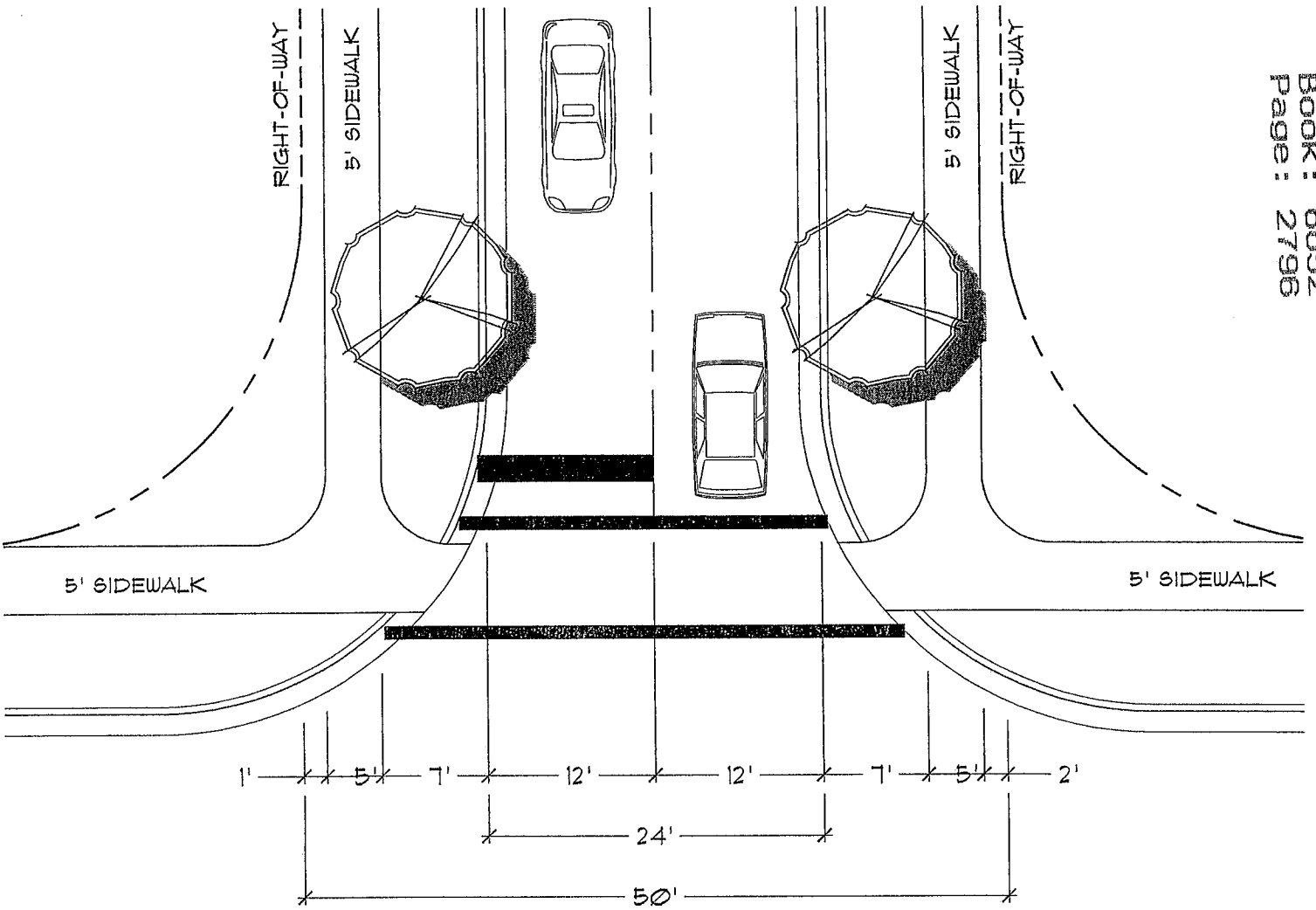
NOT TO SCALE

R.O.W. WIDTH	16'	MEDIAN WIDTH	N/A
FACE OF CURB TO FACE OF CURB	N/A	SIDEWALK WIDTH	N/A
TRAFFIC LANES	1	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	NO
PARKING	NO	STREET TREE SPACING	N/A
DESIGN SPEED	5 MPH	LIGHTING	15' HEIGHT AT BLOCK ENDS
POSTED SPEED	N/A	STREET TREE OFFSET FROM BACK OF CURB	N/A

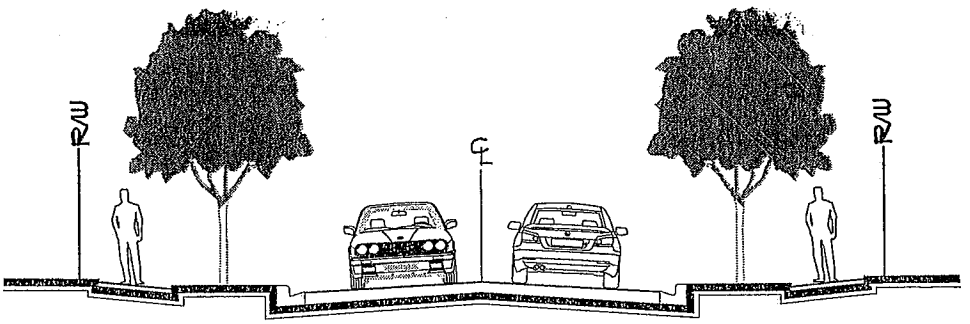
ROADWAY CROSS SECTION

EXHIBIT 'E'

Instrument# 2011-196037 # 45
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Page: 2796



PLAN VIEW



NEIGHBORHOOD LOCAL ROAD (50' R/W)

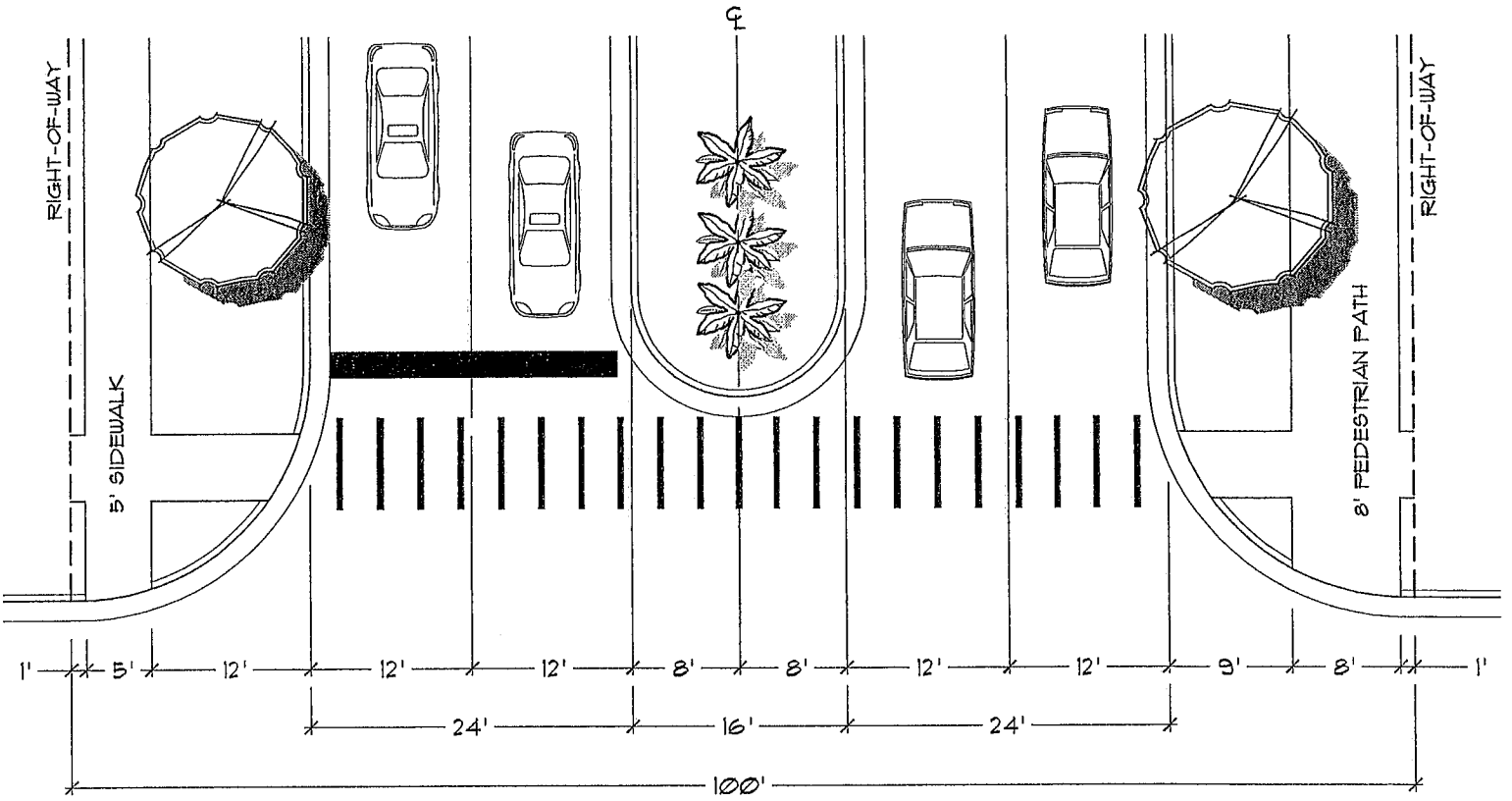
NOT TO SCALE

R.O.W. WIDTH	50'	MEDIAN WIDTH	N/A
FACE OF CURB TO FACE OF CURB	24'	SIDEWALK WIDTH	5'
TRAFFIC LANES	2	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	YES
PARKING	NO	STREET TREE SPACING	50'
DESIGN SPEED	30 MPH	LIGHTING	300' ALTERNATING, 15' HEIGHT
POSTED SPEED	25 MPH	STREET TREE OFFSET FROM BACK OF CURB	4' MIN.

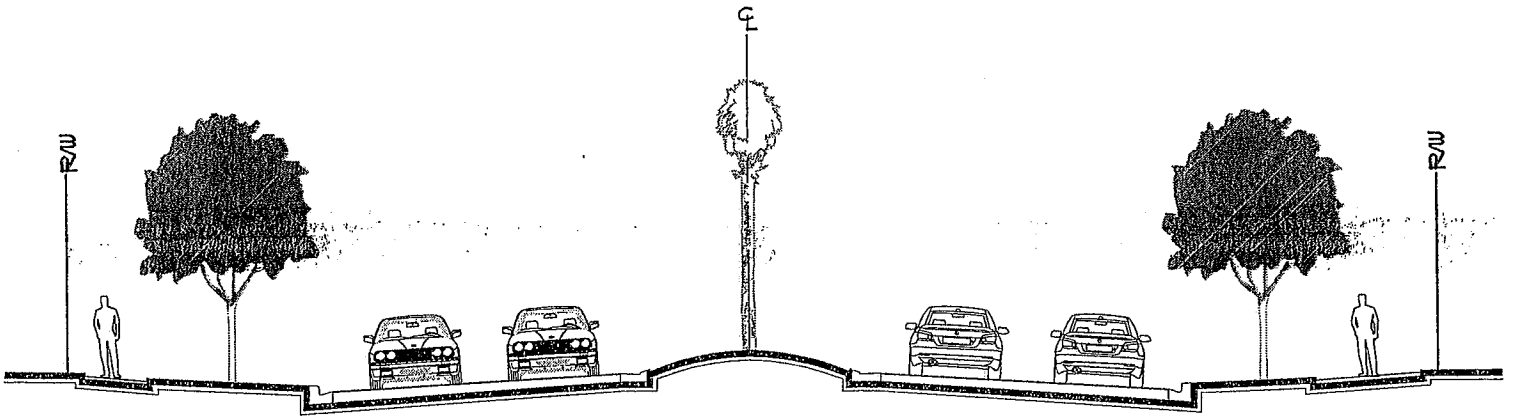
Instrument# 2011-196037 # 46
Book: 6652
Page: 2797

ROADWAY CROSS SECTION

EXHIBIT 'E'



PLAN VIEW



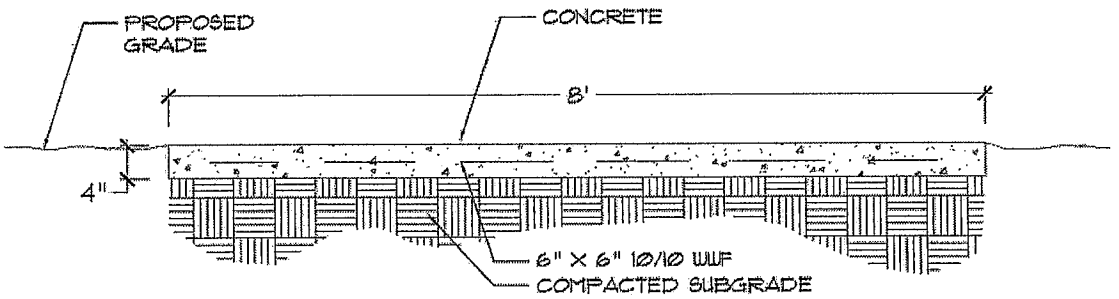
MINOR COLLECTOR BOULEVARD (100' R/W)
(4-LANES)
NOT TO SCALE

R.O.W. WIDTH	100'	SIDEWALK WIDTH	5'
FACE OF CURB TO FACE OF CURB	24'	PEDESTRIAN PATH	8'
TRAFFIC LANES	4	BIKE LANES	NO
TRAFFIC LANE WIDTH	12'	STRIPING	YES
ON-STREET PARKING	NO	STREET TREE SPACING	50'
DESIGN SPEED	45 MPH	LIGHTING	300' ALTERNATING, 15' HEIGHT
POSTED SPEED	35 MPH	STREET TREE OFFSET FROM BACK OF CURB	4' MIN.
MEDIAN WIDTH	16'		

PEDESTRIAN/BICYCLE PATHWAY CROSS SECTION

EXHIBIT 'E'

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Page: 2798
Diane M. Matousek
Volusia County, Clerk of Court



PEDESTRIAN/BICYCLE PATHWAY CROSS-SECTION

Note:
Pathways located outside of rights of way may substitute materials such as asphalt, crushed shell, mulch or raised boardwalks for concrete.

CIRCUIT COURT CLERK SUUM CUIQUE VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy of the original filed in this office. This
18th day of November 2011
Clerk of Circuit and County Court
By: Deputy Clerk

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
Mark A. Watts
Heather Bond Vargas
Michael J. Woods
Raymond L. Schumann
Kathleen L. Crotty
Michael O. Sznapstajler
Andrew C. Grant
Matthew S. Welch
Edward H. Thompson
Robert E. Doan
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Larry D. Marsh

William M. Cobb (1881-1939)
Thomas T. Cobb (1916-2004)
W. Warren Cole, Jr. (1926-2008)

September 10, 2025

City of New Smyrna Beach
c/o Stephanie Ferrara
Development Services Coordinator
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: South Village NSB Community Development District ("**District**")

Dear Stephanie,

Per your request, I am writing in connection with the submittal of the Petition to Establish the South Village NSB Community Development District ("**Petition**"), and in order to provide the following information to supplement the Petition:

1. Letter of Purpose
2. Background on the Reporting Requirements from Florida Special Districts
3. Applicant's acknowledgment that the six criteria for granting a CDD per Section 190.005, Florida Statutes, have been met

The $15,000 application fee will be sent to the City via first class mail on or around the date of this letter.

Additionally, per your request, the following documents required by the City's community development district application checklist will be uploaded on or around the date of this letter to the City's online application system. If the City requires a hard copy of the documents, please let us know.

1. Community Development Application Form
2. A copy of this letter
3. Petition to Establish South Village NSB Community Development District. Affidavit of Ownership and Consent is included with the Petition as Exhibit 3.
4. Financial Review Accompanying the Petition ("**Financial Review**"). Proposed Development Plan is included in the Financial Review as well as paragraph 8 of the Petition.

5. Restated and Amended Master Development Agreement and Planned Unit Development Agreement, as amended through that certain Second Minor Amendment recorded in Volusia County records on July 11, 2024, at Book 8580, Page 2608.
6. Landowner's deed of ownership for the real property located within the District
7. Approved Preliminary Plat
8. Addendum No. 1 Florida Statutes Sections 190.011 and 190.012, Florida Statutes
9. Petitioner's sworn statement under Section 287.133(3)(A), Florida Statutes

LETTER OF PURPOSE

CDDs are a state program created under Chapter 190, Florida Statutes. Generally stated, local governments establish CDDs as a ministerial act, based on the review of six statutory criteria, discussed below. CDDs are essentially a more capable version of a homeowner's association ("**HOA**"), and have the following advantages, among others:

- ***Better Quality Improvements*** – A CDD can access the tax-exempt bond market to finance the cost of constructing improvements like stormwater ponds, roads, utilities, amenities, and other improvements. Not only does the borrowing cost less due to advantageous rates, but it's also spread over a 30-year period, making the capital much less expensive than traditional sources. HOAs do not have this ability.
- ***Tax Roll*** - CDDs can collect assessments on the tax roll, which provides for more certainty with respect to revenue collection. HOAs cannot.
- ***Emergency Response*** – Because CDDs can collect on the tax roll and take out longer term loans, CDDs are more capable when it comes to refurbishing improvements and/or addressing emergencies. HOAs don't have that ability, and as such, typically have to impose a one-time, "balloon" assessment in the event something goes wrong.
- ***FEMA*** - CDDs can qualify for FEMA funding to address hurricanes and other emergency events. HOAs cannot.
- ***Sunshine Law / Records Laws*** - CDDs are more transparent because they are subject to sunshine laws and public records laws. HOAs are not.

It's important to note that no debt of the CDD can be a debt of the City. As stated in Section 190.016, Florida Statutes, and included in every bond offering document published by a CDD:

> "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."

CDDs are more transparent to future residents than HOAs, due to the fact that they are disclosed in sales contracts, required to hold publicly noticed meetings, maintain public websites, have numerous publicly recorded disclosures, are subject to public records and Sunshine Laws, maintain meeting minutes, must conduct public procurements, have annual audits, have public reporting requirements, etc.

Overall, CDDs are a more efficient way to deliver and maintain community infrastructure. CDDs help deliver a better-quality project, and provide a more capable operation and maintenance entity.

BACKGROUND ON THE REPORTING REQUIREMENTS FROM FLORIDA SPECIAL DISTRICTS

The reporting requirements for CDDs are set forth in Chapters 189 and 190, Florida Statutes, and are generally summarized below:

- ***Notice of Establishment*** – Within 30 days after establishment, CDDs are required to cause to be recorded in the property records in the county in which it is located a "notice of establishment" which shall, at a minimum, include the legal description of the CDD and a copy of the disclosure statement specified in Section 190.048, Florida Statutes.
- ***Notice of Ordinance*** – When a new CDD is created, the CDD must forward to FloridaCommerce a copy of the ordinance enacted by the applicable local government where the CDD is located within 30 days after establishment.
- ***Registered Agent*** – Within 30 days after its first meeting, CDDs are required to designate a registered office and registered agent and file such information with FloridaCommerce and with the applicable local government where the CDD is located.
- ***Required Disclosure to Purchasers of Property within District Boundaries*** – Subsequent to establishment, each contract for the initial sale of a parcel of real property and each contract for the initial same of a residential unit within the CDD must include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

  THE (Name of District) COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW."
- ***Public Notice of Meetings and Hearings*** – CDDs are required published in a newspaper and file a schedule of its regular meetings with the applicable local government where the CDD is located, including the date, time and location of the meeting. Further, CDDs are required to advertise their meetings at least 7 days prior to the date of the meeting.
- ***Website*** - CDDs are required to maintain an ADA compliant website containing the information required by Section 189.069, Florida Statutes. Each CDD must submit its official website address to FloridaCommerce.
- ***Annual Operating Budget*** – CDDs are required to annually adopt a balanced operating budget to at a public hearing where members of the public can attend to provide public comment. At least 60 days prior to adoption of its budget, CDDs must submit its proposed budget to the applicable local government where the CDD is located for purposes of disclosure and information, and such local government may review and provide written comments to the CDD for consideration. Further, the proposed budget is required to be posted on the CDD's website at least 2 days prior to the budget hearing, and must remain on the website for at least 45 days thereafter. The final adopted budget must be posted on the CDD's official website within 30 days after adoption and must remain on the website for at least 2 years.
- ***Annual Goals and Objectives*** – CDDs are required to establish goals and objectives for each program and activity undertaken by the CDD, as well as performance measures and standards to determine if the CDD's goals and objectives are being achieved. By December 1 of each year thereafter, each CDD must publish an annual report on the CDD's website describing: (a) the goals

and objectives achieved by the CDD, as well as the performance measures and standards used by the CDD to make this determination; and (b) any goals or objectives the CDD failed to achieve.

- ***Annual Financial Report and Audited Financial Statements*** – CDDs are required to provide annual financial reports and audited financial statements in such form and such manner as prescribed pursuant to Chapter 218 in a similar manner to other governmental entities.
- ***Public Facilities Report*** – For purposes of fostering coordination between CDDs and local general-purpose governments, within one year of establishment, and then annual notice of any changes, CDDs must submit to each local general-purpose government in which it is located a public facilities report including the information required by Section 189.08, Florida Statutes. An updated report must be submitted every 7 years, at least 12 months prior to submission of local government's evaluation and appraisal report
- ***Disclosure of Public Financing*** – CDDs are required to provide disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the district, which must be recorded in the property records of each county in which the CDD is located.
- ***Bond Reporting*** – Advance notice of the impending sale of any new issue of bonds is required to be filed with the State Division of Bond Finance. Further, within 120 days after delivery of bonds, CDDS are required to report to the Division of Bond Finance the information required by Section 218.38, Florida Statutes, related to the final sale of such bonds.
- ***Public Depositor Report*** - Custodians of public moneys, such as CDDs, are required to comply with the notice and reporting requirements of Section 218.17, Florida statutes.

THE SOUTH VILLAGE NSB CDD PETITION SATISFIES THE ESTABLISHMENT CRITERIA

When reviewing a CDD petition, the City must consider the criteria below. As discussed below, the South Village NSB CDD satisfies each of the criteria. Enclosed with this letter as Attachment 1 is an executed copy of the Applicants' Acknowledgment of the Criteria for Granting a Permit for Community Development District.

1. Whether all statements contained within the petition have been found to be true and correct.

   RESPONSE: The information in the South Village NSB CDD petition is true and correct.

2. Whether the establishment of the district is inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan.

   RESPONSE: The lands within the CDD will be developed in accordance with all applicable land use approvals, including the applicable comprehensive plans. As such, the South Village NSB CDD petition meets this criteria.

3. Whether the area of land within the proposed district is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community.

   RESPONSE: The South Village NSB CDD boundary is compact and physically contiguous, and will be developed as an interrelated community.

4. Whether the district is the best alternative available for delivering community development services and facilities to the area that will be served by the district.

RESPONSE: The South Village NSB CDD is the best alternative for delivering community development services and facilities because it will have all of the CDD advantages listed herein.

5. Whether the community development services and facilities of the district will be incompatible with the capacity and uses of existing local and regional community development services and facilities.

RESPONSE: The South Village NSB CDD improvements will connect to existing utilities, storm systems, etc. in accordance with all applicable land use approvals and as such will be compatible with local and regional services and facilities.

6. Whether the area that will be served by the district is amenable to separate special-district government.

RESPONSE: The owner of all lands within the proposed South Village NSB CDD has consented to establishment of the CDD. The CDD will have all necessary professional staff to manage and maintain its community development services and facilities.

I hope this information is helpful to you. If you have any questions, I can be reached at 386-736-7700.

COBB COLE, P.A.

Mark A. Watts, Esq.
Authorized Agent for Petitioner

Attachment 1: Applicants' Acknowledgment of the Criteria for Granting a Permit for Community Development District

City of New Smyrna Beach

Planning & Engineering Department

Applicants' Acknowledgement of the Criteria for Granting a Permit for Community Development District

I, the Applicant, for the Community Development District, South Village NSB CDD , do hereby acknowledge I have read and been made aware of the criteria and conditions of approval for a Community Development District.

Applicant's Signature

Maleia Sm. Ferguso

Printed Name of Applicant

8/28/2025

Date

FINANCIAL REVIEW ACCOMPANYING THE PETITION TO ESTABLISH THE SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT

September 2, 2025

Prepared by:

Governmental Management Services – Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801
(407) 841-5524

FINANCIAL REVIEW

South Village NSB Community Development District

1.0 Plan of Finance

A. Detailed description of the plan of finance

1. Summary of Plan of Finance

The South Village NSB Community Development District ("CDD" or "District") plans to issue long-term tax-exempt bonds to fund a portion of the public infrastructure needed to serve the 1,277 residential lots planned for the community. Pulte Home Company, LLC ("Petitioner"), which has petitioned the City of New Smyrna Beach (the "City") to create the District, will fund the balance of the infrastructure not funded by CDD bonds. The Petitioner will develop the property within the District, construct residences, and sell the finished homes and lots to end-users.

2. The long-term bonds issued by the District are anticipated to fund approximately $24,456,971 in capital improvements. The improvements will provide a special benefit to all assessable properties within the District. The District may issue one or more series of bonds. The estimated details of the District's planned bond issuance(s) are outlined below.

Bond Fund	**Bond Funds**
Construction Fund*	**$24,456,971**
Debt Service Reserve	$992,279
Capitalized Interest	$819,450
Underwriter's Discount (2.0%)	$546,300
Costs of Issuance	$500,000
Contingency	
Total Par Value	**$27,315,000**
Bond Rate:	6.0%
Term (Years):	30
Cap. Interest Thru*	6 Months

*Infrastructure costs in excess of District bond funds will be funded by the Petitioner.

An Assessment analysis showing the development program, detail of construction costs, bond sizing and annual assessment calculations are shown in Exhibit “A”.

The estimated details of the planned bond issuance and the accompanying assessment analysis are, in part, based on current market conditions including but not limited to the anticipated bond rate, construction costs using historical and available data as of the date of this report and thus are subject to change at the time of the actual issuance of bonds.

3. Bonds to be Refunded

No bond refunding activity is needed or planned.

4. Debt Service Schedule

It is anticipated that the long-term bonds issued by the District will be funded with capitalized interest for 6 Months. During this time there will be no debt service payments due. After the capitalized interest period has expired, there will be 30 fixed annual debt service payments consisting of principal, interest, early payment discount costs, and collection costs for the long-term bonds. As proposed the debt service schedule is shown on Exhibit “B”.

5. Bond Finance Professionals

The District’s bond finance team professionals are expected to include:

Bond counsel:	Greenberg Traurig 777 S. Flagler Drive, Suite 300 East West Palm Beach, FL 33401 Phone: 561.650.7945
Underwriters counsel:	Squire Patton Boggs (US), LLP 200 Biscayne Blvd., Ste. #3400 Miami, FL 33131 Phone: 305.577.7048

District Manager/ Assessment Consultant:	GMS-CF, LLC 219 East Livingston Street Orlando, FL 32801 Phone: 407.841.5524
Bond underwriter:	FMSbonds, Inc. 20660 W. Dixie Hwy. N. Miami Beach, FL 33180 Phone: 305.937.0660
Bond trustee:	U.S. Bank Global Corporate Trust 500 West Cypress Creek Road, Suite 460 Fort Lauderdale, Florida 33309 Phone: 954.938.2476

6. Outstanding Bonds/Debt of the CDD or Debt to be Assumed by the CDD

The proposed District currently has no outstanding bonds or debt and will not be assuming any bonds or other debt.

2.0 Market Analysis

The proposed District will be located in the City of New Smyrna Beach, Volusia County, Florida. This development includes an estimated 1,277 single-family detached residential units in four different product types: 40' lots, 50' lots, 60' lots, and 64' lots. Based on market observations, there are several market competitors within a 7-mile radius that offer similar product types. The homes contemplated to be sold within the CDD are expected to be priced from $430,000 to $550,000. This price range equates to an average of approximately $205 per square foot. Based on market observations, prices for market competitors range from $400,000 to $750,000 and, on average, are approximately $225 per square foot.

3.0 Petitioner (Pulte Home Company, LLC) Structure and Management

Pulte Home Company, LLC, the Petitioner, is a limited liability company, managed by PulteGroup, Inc. The mailing address for PulteGroup, Inc. is 3350 Peachtree Road Northeast, Suite 150, Atlanta, GA 30326.

Additional information regarding the PulteGroup, Inc., including its corporate structure and financial reports, can be found on its website: pultegroupinc.com. Neither the Petitioner nor PulteGroup, Inc., is guaranteeing payment of the CDD's bonds, but Petitioner will be responsible for paying assessments for land owned by the Petitioner.

4.0 Management of CDD Applicant

A. In addition to the proposed District, the petitioner and/or related entities have developed or are in the process of developing a number of CDD communities in central Florida that include, but are not limited to, the following:

Project Name	County	Status
Riverwalk CDD	Orange	Under Development
Tohoqua CDD	Osceola	Under Development
Parkside Trails CDD	Lake	Under Development
Hartford Terrace CDD	Osceola	Under Development
Live Oak Lake CDD	Osceola	Under Development
Windsor Cay CDD	Lake	Under Development
Sandmine Road CDD	Polk	Complete
Windsor at Westside	Osceola	Complete
Lakehaven	Lake	Under Development

5.0 Litigation

A. The CDD petitioner has never been involved in any past litigation and is not currently involved in any pending or threatened litigation which relates to the business, goods or services which the CDD petitioner will provide in connection with the establishment and operation of the CDD.
B. The CDD petitioner has never filed for bankruptcy.
C. The CDD petitioner has never defaulted on CDD bonds.

Exhibit A

TABLE 1
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Land Use	Units	Total Units	ERUs per Unit (1)	Total ERUs
Single Family - 40'	113	113	0.80	90.40
Single Family - 50'	705	705	1.00	705.00
Single Family - 60'	411	411	1.20	493.20
Single Family - 64'	48	48	1.28	61.44
Total Units	1277	1,277		1,350.04

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50 = 1 ERU

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Onsite Roads	$9,335,000
Offsite Roads	$2,500,000
Stormwater Management System	$24,300,000
Onsite Utilities	$12,600,000
Offsite Utilities	$1,800,000
Common Area Landscape, Hardscape & Irrigation	$5,100,000
Recreational Trails	$800,000
Undergrounding Electrical	$1,100,000
Soft Costs and Contingencies	$11,507,000
Total	$69,042,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	
Construction Funds	$24,456,971
Debt Service Reserve	$992,279
Capitalized Interest	$819,450
Underwriters Discount	$546,300
Cost of Issuance	$500,000
Par Amount*	**$27,315,000**

Bond Assumptions:

Average Coupon Rate	6.00%
Amortization	30 years
Capitalized Interest	6 Months
Debt Service Reserve	50% Max Annual
Underwriters Discount	2%

*Par amount is subject to change based on the actual terms at the sale of the bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Improvements Per Unit
Single Family - 40'	113	0.80	90.40	6.70%	$4,623,120	$40,913
Single Family - 50'	705	1.00	705.00	52.22%	$36,054,198	$51,141
Single Family - 60'	411	1.20	493.20	36.53%	$25,222,597	$61,369
Single Family - 64'	48	1.28	61.44	4.55%	$3,142,085	$65,460
Totals	1,277		1,350.04	100.00%	$69,042,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	% of Total ERUs	Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 40'	113	6.70%	$4,623,120	$1,829,039	$16,186
Single Family - 50'	705	52.22%	$36,054,198	$14,264,077	$20,233
Single Family - 60'	411	36.53%	$25,222,597	$9,978,784	$24,279
Single Family - 64'	48	4.55%	$3,142,085	$1,243,099	$25,898
Totals	1,277	100.00%	$69,042,000	$27,315,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	If Paid In November - Annual Debt Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	113	$1,829,039	$16,186	$132,888	$1,176.00	$1,200.00	$1,251.06
Single Family - 50'	705	$14,264,077	$20,233	$1,036,350	$1,470.00	$1,500.00	$1,563.83
Single Family - 60'	411	$9,978,784	$24,279	$725,004	$1,764.00	$1,800.00	$1,876.60
Single Family - 64'	48	$1,243,099	$25,898	$90,317	$1,881.60	$1,920.00	$2,001.70
Totals	1,277	$27,315,000		$1,984,559			

(1) This amount includes collection fees and early payment discounts when collected on the Volusia County Tax Bill

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit B

BOND DEBT SERVICE

South Village NSB Community Development District

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2026			819,450	819,450	
11/01/2026	345,000	6.000%	819,450	1,164,450	1,983,900
05/01/2027			809,100	809,100	
11/01/2027	365,000	6.000%	809,100	1,174,100	1,983,200
05/01/2028			798,150	798,150	
11/01/2028	390,000	6.000%	798,150	1,188,150	1,986,300
05/01/2029			786,450	786,450	
11/01/2029	410,000	6.000%	786,450	1,196,450	1,982,900
05/01/2030			774,150	774,150	
11/01/2030	435,000	6.000%	774,150	1,209,150	1,983,300
05/01/2031			761,100	761,100	
11/01/2031	465,000	6.000%	761,100	1,226,100	1,987,200
05/01/2032			747,150	747,150	
11/01/2032	490,000	6.000%	747,150	1,237,150	1,984,300
05/01/2033			732,450	732,450	
11/01/2033	520,000	6.000%	732,450	1,252,450	1,984,900
05/01/2034			716,850	716,850	
11/01/2034	550,000	6.000%	716,850	1,266,850	1,983,700
05/01/2035			700,350	700,350	
11/01/2035	585,000	6.000%	700,350	1,285,350	1,985,700
05/01/2036			682,800	682,800	
11/01/2036	620,000	6.000%	682,800	1,302,800	1,985,600
05/01/2037			664,200	664,200	
11/01/2037	655,000	6.000%	664,200	1,319,200	1,983,400
05/01/2038			644,550	644,550	
11/01/2038	695,000	6.000%	644,550	1,339,550	1,984,100
05/01/2039			623,700	623,700	
11/01/2039	735,000	6.000%	623,700	1,358,700	1,982,400
05/01/2040			601,650	601,650	
11/01/2040	780,000	6.000%	601,650	1,381,650	1,983,300
05/01/2041			578,250	578,250	
11/01/2041	830,000	6.000%	578,250	1,408,250	1,986,500
05/01/2042			553,350	553,350	
11/01/2042	880,000	6.000%	553,350	1,433,350	1,986,700
05/01/2043			526,950	526,950	
11/01/2043	930,000	6.000%	526,950	1,456,950	1,983,900
05/01/2044			499,050	499,050	
11/01/2044	985,000	6.000%	499,050	1,484,050	1,983,100
05/01/2045			469,500	469,500	
11/01/2045	1,045,000	6.000%	469,500	1,514,500	1,984,000
05/01/2046			438,150	438,150	
11/01/2046	1,110,000	6.000%	438,150	1,548,150	1,986,300
05/01/2047			404,850	404,850	
11/01/2047	1,175,000	6.000%	404,850	1,579,850	1,984,700
05/01/2048			369,600	369,600	
11/01/2048	1,245,000	6.000%	369,600	1,614,600	1,984,200
05/01/2049			332,250	332,250	
11/01/2049	1,320,000	6.000%	332,250	1,652,250	1,984,500
05/01/2050			292,650	292,650	
11/01/2050	1,400,000	6.000%	292,650	1,692,650	1,985,300
05/01/2051			250,650	250,650	
11/01/2051	1,485,000	6.000%	250,650	1,735,650	1,986,300
05/01/2052			206,100	206,100	
11/01/2052	1,570,000	6.000%	206,100	1,776,100	1,982,200
05/01/2053			159,000	159,000	
11/01/2053	1,665,000	6.000%	159,000	1,824,000	1,983,000
05/01/2054			109,050	109,050	
11/01/2054	1,765,000	6.000%	109,050	1,874,050	1,983,100
05/01/2055			56,100	56,100	
11/01/2055	1,870,000	6.000%	56,100	1,926,100	1,982,200
	27,315,000		32,215,200	59,530,200	59,530,200

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, REGARDING 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 the City of New Smyrna Beach, Florida.

2. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of LAND Ent. Manager for Pulte Home Company, LLC ("Developer"), and am authorized to make this Sworn Statement on behalf of Developer.

3. Developer's business address is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, GA 30326

4. Developer's Federal Employer Identification Number (FEIN) is 38-1545089

5. 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 with the United States, including, but not limited to, any proposal 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.

6. 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

7. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or,

    2. 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 entity 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.

8. 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 proposals or applies to proposal on contracts for the provision 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.

9. Based on information and belief, the statement which I have marked below is true in relation to the Developer submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have 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 the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

_____ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

[*Continued to next page*]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), Florida Statutes, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this 8 day of September, 2025.

Developer: _____
By: Maleia Smitergluso
Title: LAND ENT. Manager

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 8th day of September, 2025, by Maleia Smitergluso of Pulte Home Company, LLC, who is personally known to me ~~or~~ who has produced _____ as identification, and did [ ] or did not [X] take the oath.

JUSTIN LEE GRAUER
Notary Public
State of Florida
Comm# HH412522
Expires 6/19/2027

BEFORE THE CITY COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA

PETITION TO ESTABLISH SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Pulte Home Company, LLC (hereafter "***Petitioner***"), hereby petitions the City Commission of the City of New Smyrna Beach, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, to establish a community development district with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed South Village NSB Community Development District (the "***District***") is located entirely within the City of New Smyrna Beach, Florida. **Exhibit 1** depicts the general location of the District. The District covers approximately 770.73 acres of land, more or less, generally located east of S.R. 415, south of S.R. 44, and west of Interstate 95. The metes and bounds description of the external boundaries of the District is set forth in **Exhibit 2**.

2. Excluded Parcels. There is no land within the external boundaries of the District which is to be excluded from the District.

3. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District in accordance with section 190.005, *Florida Statutes*. Documentation of this consent is contained in **Exhibit 3.**

4. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the District are as follows:

Name: Bill Tew
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Bernard Sullivan
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Maleia Smiferguso
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Christopher Cleary
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

Name: Mary Burns
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

All of the above-listed persons are residents of the State of Florida and citizens of the United States of America.

5. Name. The proposed name of the District is "South Village NSB Community Development District".

6. Future Land Uses. The future general distribution, location, and extent of the land uses proposed for the District by future land use plan element of the applicable Future Land Use Plan is identified on **Exhibit 4.** The proposed land uses for lands contained within the District are consistent with the City's approved Future Land Use Plan.

7. Major Water and Wastewater Facilities and Outfalls. **Exhibit 5** shows the existing major trunk water mains, reclaim lines, sewer interceptors and outfalls for the lands to be included within the District.

8. District Facilities and Services. **Exhibit 6** identifies the type of facilities Petitioner presently expects the District to finance, construct, acquire or install and identifies the

costs associated with the same. At present, these improvements are estimated to be made, constructed and installed in seven (7) phases over the time period from 2025 through 2034. **Exhibit 7** identifies the general location of the phases. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

9. Statement of Estimated Regulatory Costs. **Exhibit 8** is the statement of estimated regulatory costs ("***SERC***") prepared in accordance with the requirements of section 120.541, *Florida Statutes*. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agent. The Petitioner is authorized to do business in the State of Florida**.** The authorized agent for the Petitioner is Mark A. Watts. See **Exhibit 9 -** Authorization of Agent. Copies of all correspondence and official notices should also be sent to:

Mark A. Watts, Esq.
mark.watts@cobbcole.com
Cobb Cole, P.A.
231 North Woodland Boulevard
DeLand, Florida 32720

11. This petition to establish the South Village NSB Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the local Comprehensive Plan.

b. The area of land within the District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City of New Smyrna Beach from bearing the burden for installation of the infrastructure and the maintenance of the above-described facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District services and facilities.

e. The area to be served by the District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of New Smyrna Beach to:

a. schedule a public hearing in accordance with the requirements of section 190.005(2)(b), *Florida Statutes*;

[*Continued to next page*]

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes*;

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities as authorized and described by section 190.012(2)(a) and 190.012(2)(d), *Florida Statutes (2025)*; and

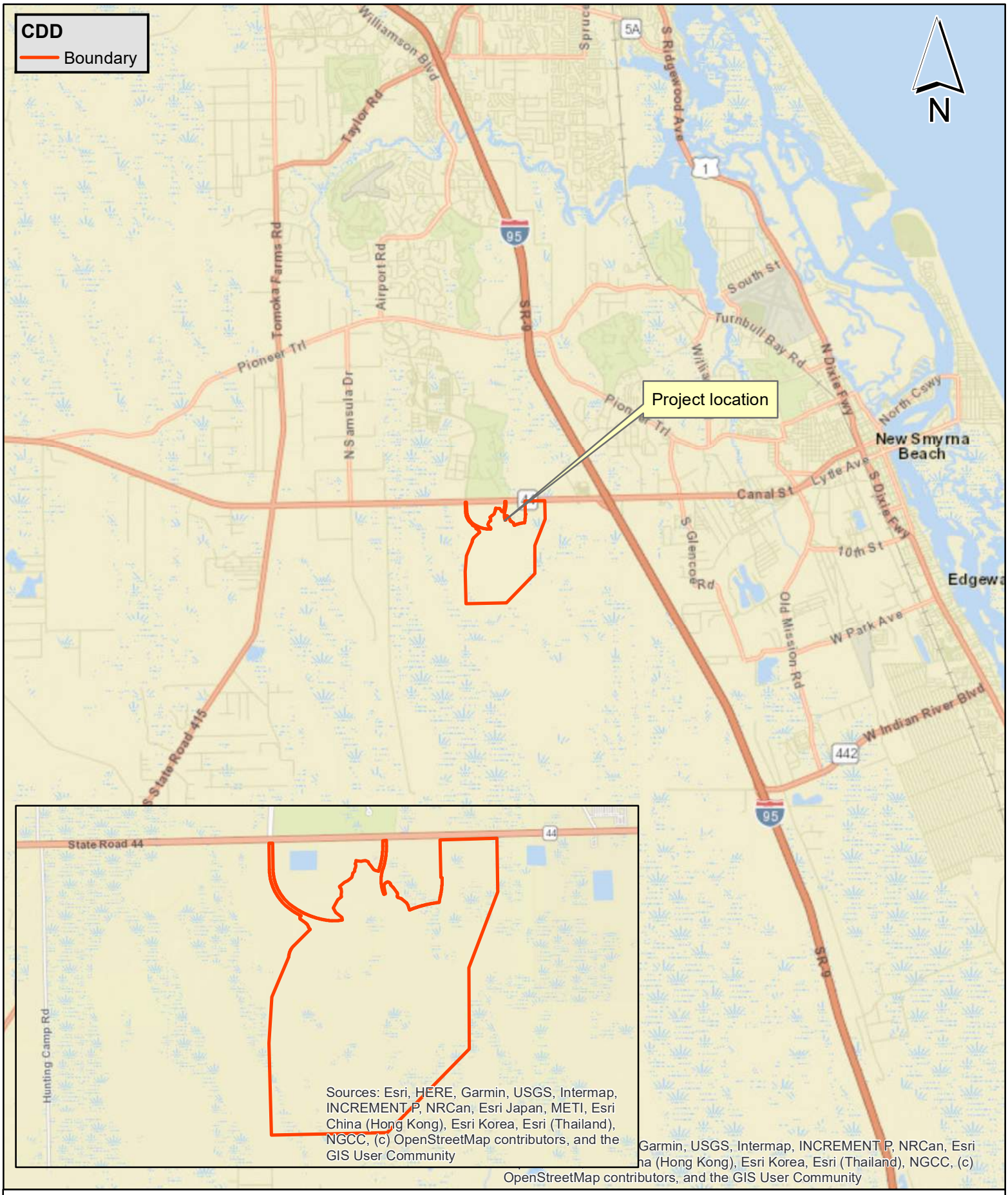
c. grant such other relief as appropriate.

RESPECTFULLY SUBMITTED, this 24th day of November 2025.

Mark A. Watts, Esq.
Florida Bar No. 157521
mark.watts@cobbcole.com
Cobb Cole, P.A.
231 North Woodland Boulevard
DeLand, Florida 32720
(386) 736-7700 (telephone)
Authorized Agent for Petitioner

EXHIBIT 1

General Location Map



Info:

Date Saved: 3/10/2025 Created by: ghayworth
Path: Z:\PROJECTS\2021\21066 South Village\CDD Map.mxd

10,000 5,000 0 10,000 Feet

Location Map
South Village NSB CDD
New Smyrna Beach, FL

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482 **591**

EXHIBIT 2

Legal Description

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S., RNG. 33 E.	
JOB NO. 22-344	

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

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LEGAL DESCRIPTION (continued)

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

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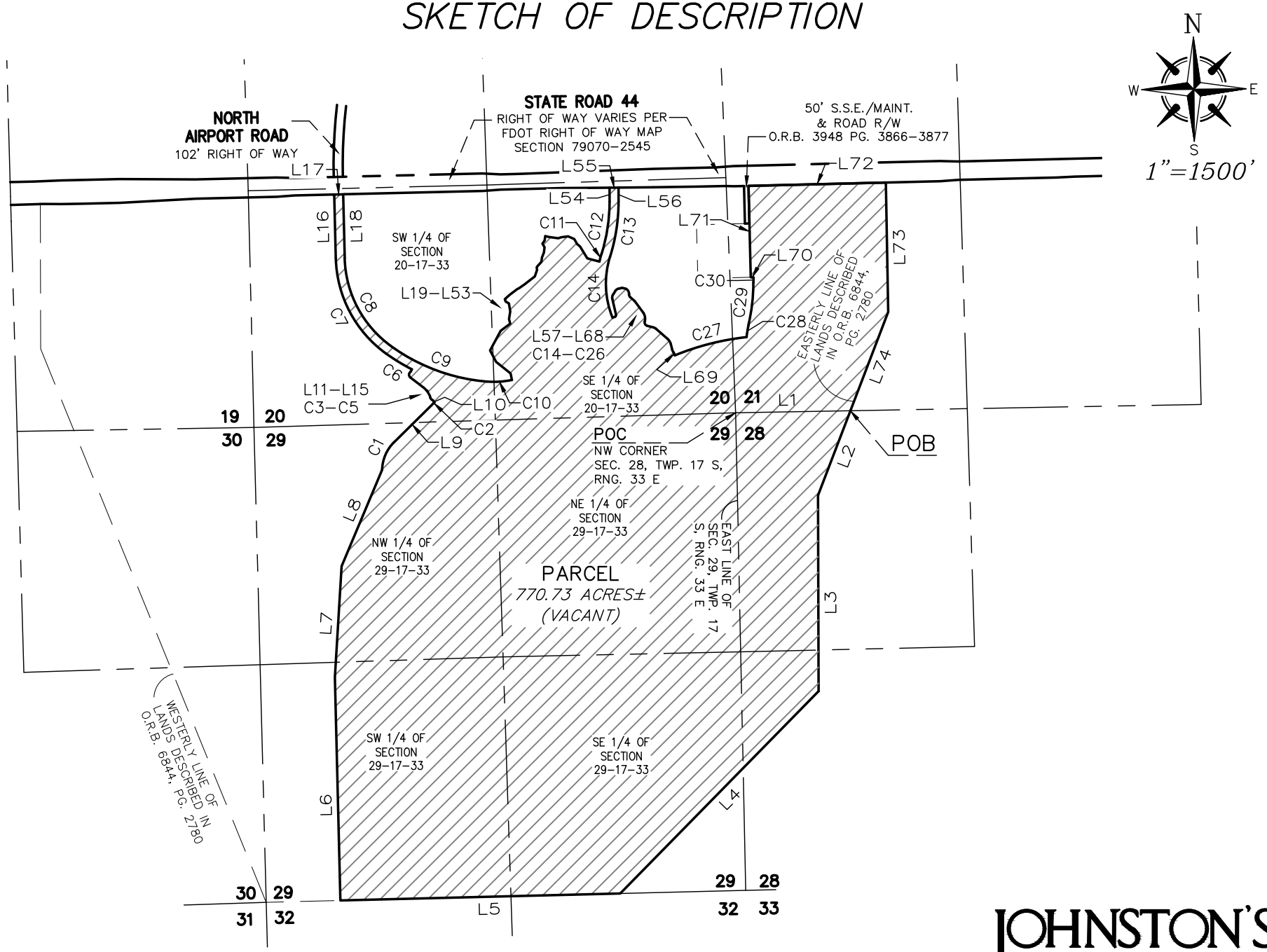
LEGAL DESCRIPTION (continued)

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

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SKETCH OF DESCRIPTION



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LINE TABLES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88°59'18"E	1279.79'
L2	S20°55'54"W	1010.36'
L3	S00°09'30"E	2184.23'
L4	S44°25'05"W	3158.86'
L5	S88°34'48"W	3121.49'
L6	N01°25'12"W	2489.22'
L7	N03°28'54"E	1241.79'
L8	N22°46'24"E	1168.02'
L9	N45°22'11"E	612.71'
L10	N41°07'11"W	16.27'
L11	N12°06'10"W	19.80'
L12	N29°26'19"W	60.64'
L13	N45°25'55"W	48.30'
L14	N52°41'14"W	190.91'
L15	N27°04'57"E	31.56'
L16	N01°22'50"W	711.54'
L17	N88°37'56"E	100.00'
L18	S01°22'50"E	711.52'
L19	N12°11'16"W	75.63'
L20	N51°22'20"W	205.38'
L21	N28°05'11"W	144.84'
L22	N28°28'01"E	250.28'
L23	N53°21'03"E	132.63'
L24	N15°39'45"W	51.84'
L25	N08°50'49"E	87.15'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L26	N09°33'32"W	91.75'
L27	N61°35'05"W	40.32'
L28	N16°30'35"W	29.50'
L29	N48°41'34"E	74.68'
L30	N53°07'21"E	101.42'
L31	N61°46'15"E	26.88'
L32	N54°59'14"E	70.11'
L33	N51°20'16"E	72.74'
L34	N53°16'37"E	71.96'
L35	N19°27'45"E	77.67'
L36	N08°33'52"W	32.13'
L37	N42°01'10"E	80.00'
L38	N06°00'07"E	48.80'
L39	N21°58'43"E	57.80'
L40	N07°39'17"E	60.37'
L41	N30°47'58"W	46.40'
L42	N33°29'08"E	43.73'
L43	N07°43'30"E	49.81'
L44	S73°40'17"E	37.68'
L45	S82°26'42"E	110.58'
L46	N71°29'59"E	34.78'
L47	N82°20'40"E	76.53'
L48	S66°09'40"E	75.61'
L49	S29°07'29"E	63.17'
L50	S50°15'05"E	44.76'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	S31°21'32"E	153.28'
L52	S74°40'29"E	50.87'
L53	S75°44'29"E	90.39'
L54	N00°00'00"E	153.80'
L55	N89°28'44"E	100.00'
L56	S00°00'00"E	154.71'
L57	N67°52'42"E	20.23'
L58	N67°31'47"E	11.07'
L59	N12°52'18"W	186.93'
L60	N32°11'52"E	47.28'
L61	N78°34'45"E	26.24'
L62	S80°05'14"E	17.94'
L63	S00°02'39"E	9.16'
L64	S48°17'25"E	60.50'
L65	S36°28'13"E	154.92'
L66	S75°51'46"E	71.51'
L67	S48°50'37"E	178.76'
L68	S13°52'18"E	61.38'
L69	S22°21'55"E	37.15'
L70	N85°08'27"W	33.14'
L71	N01°22'55"W	1019.87'
L72	N88°37'10"E	1531.97'
L73	S01°03'12"E	1442.08'
L74	S20°55'54"W	1180.37'

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CURVE TABLE

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	450.00'	43°31'38"	341.86'	N23°36'22"E	333.70'
C2	300.00'	3°30'38"	18.38'	N47°07'30"E	18.38'
C3	19.00'	57°04'42"	18.93'	N40°14'52"W	18.15'
C4	40.00'	56°41'02"	39.57'	N40°26'41"W	37.98'
C5	40.00'	106°46'11"	74.54'	N00°41'51"E	64.21'
C6	2233.52'	8°36'22"	335.48'	N58°36'52"W	335.17'
C7	1350.00'	52°55'51"	1247.16'	N27°50'46"W	1203.28'
C8	1250.00'	52°55'51"	1154.77'	S27°50'46"E	1114.15'
C9	2133.52'	30°50'02"	1148.16'	S69°43'43"E	1134.36'
C10	946.00'	17°02'32"	281.38'	N86°20'00"E	280.35'
C11	1106.59'	4°27'57"	86.25'	N15°11'24"E	86.23'
C12	1958.95'	17°25'22"	595.69'	N08°42'41"E	593.39'
C13	2058.95'	17°25'22"	626.09'	S08°42'41"W	623.69'
C14	1006.59'	39°32'40"	694.73'	S02°20'58"E	681.02'
C15	16.00'	80°24'05"	22.45'	N27°19'45"E	20.65'
C16	60.00'	45°04'09"	47.20'	N09°39'47"E	45.99'
C17	60.00'	46°22'54"	48.57'	N55°23'18"E	47.26'
C18	60.00'	21°20'01"	22.34'	N89°14'46"E	22.21'
C19	60.00'	80°02'35"	83.82'	S40°03'57"E	77.17'
C20	40.00'	48°14'46"	33.68'	S24°10'02"E	32.70'
C21	60.00'	11°49'12"	12.38'	S42°22'49"E	12.36'
C22	122.52'	47°01'22"	100.55'	S09°31'05"E	97.76'
C23	41.52'	89°22'03"	64.76'	S31°10'45"E	58.39'
C24	56.00'	27°01'09"	26.41'	S62°21'11"E	26.16'
C25	106.00'	34°46'28"	64.33'	S31°15'32"E	63.35'
C26	94.00'	22°33'55"	37.02'	S25°09'15"E	36.78'
C27	2943.81'	16°06'33"	827.68'	N75°41'22"E	824.95'
C28	1000.00'	7°51'53"	137.27'	N09°30'34"E	137.16'
C29	2000.00'	13°41'48"	478.10'	N06°35'36"E	476.97'
C30	650.00'	4°53'07"	55.42'	N02°11'16"E	55.41'

JOHNSTON'S SURVEYING INC.
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EXHIBIT 3

Landowner Consent

CONSENT AND JOINDER OF LANDOWNER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT

The undersigned is the owner of those certain lands which are more fully described in the Legal Description and Sketch of Description attached hereto as **Exhibit A** (the "**Property**").

The undersigned understands and acknowledges that Pulte Home Company, LLC (the "**Petitioner**") intends to submit a petition to establish a Community Development District in accordance with the provisions of Chapter 190, *Florida Statutes*.

As an owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or a written revocation is issued, whichever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[*signatures on following page*]

Executed this 16th day of July, 2025.

SOUTH VILLAGE PROPERTIES, LLC, a Georgia limited liability company

By: Zaid Toukan
Its: Manager

STATE OF Georgia)
COUNTY OF Fulton)

Zaid toukan

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 16 day of July 2025, by ~~Roy Jenkins~~, as Manager of South Village Properties, LLC, a Georgia limited liability company, who is ☐ personally known to me or ☑ produced Drivers license as identification.

ROY FRANKLIN JENKINS NOTARY PUBLIC FULTON COUNTY EXPIRES GEORGIA March 19, 2029

Roy Jenkins
(Official Notary Signature & Seal)

Print Name: Roy Jenkins
Notary Public, State of ~~Florida~~ Georgia

Exhibit A: Sketch of Description of the Property

Exhibit A

Legal Description and

Sketch of Description of the Property

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S., RNG. 33 E.	
JOB NO. 22-344	

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

603

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

JOHNSTON'S SURVEYING INC.
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Tel. (407) 847-2179 Fax (407) 847-6140

LEGAL DESCRIPTION (continued)

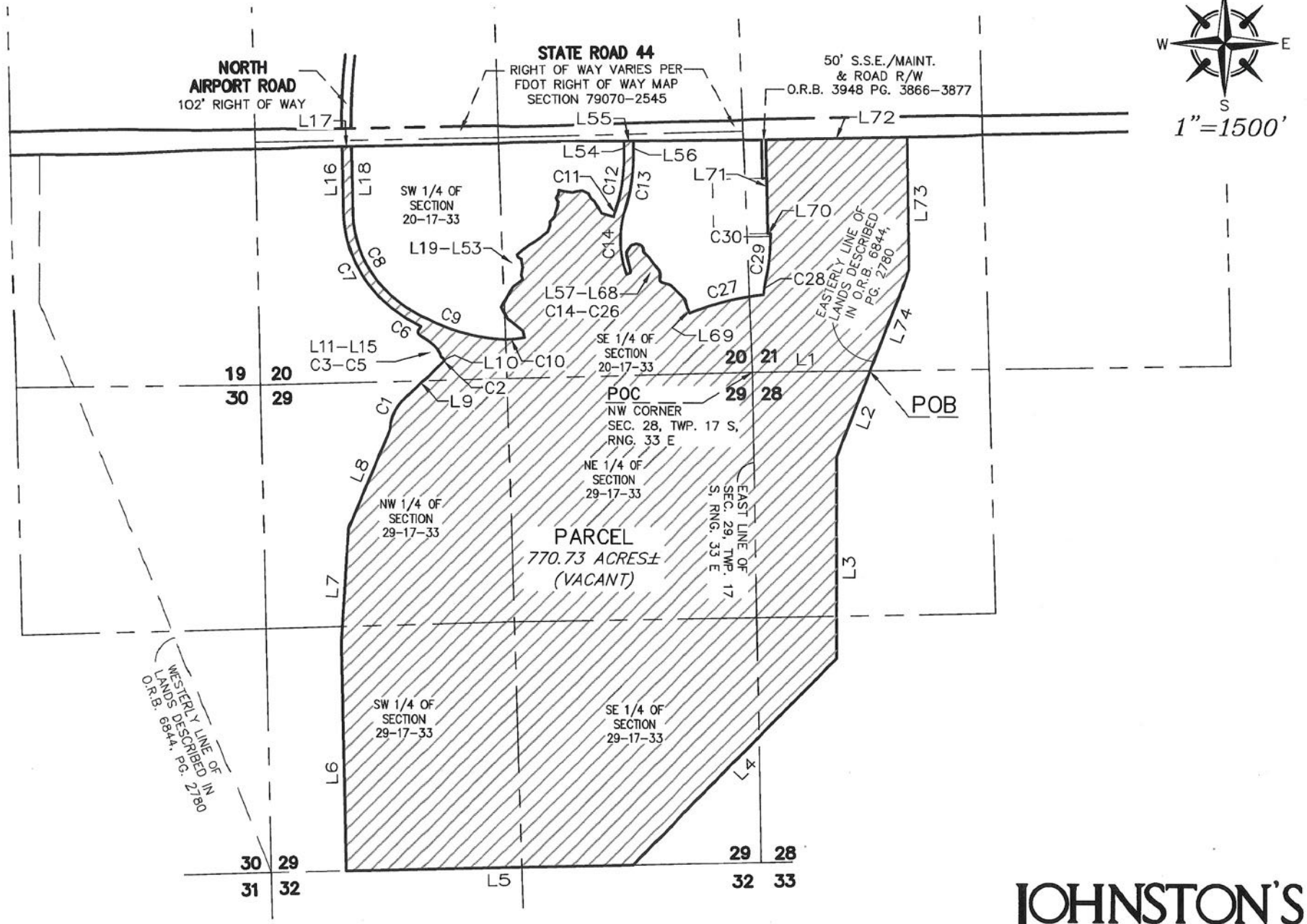
SKETCH OF DESCRIPTION

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

JOHNSTON'S SURVEYING INC.
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Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION

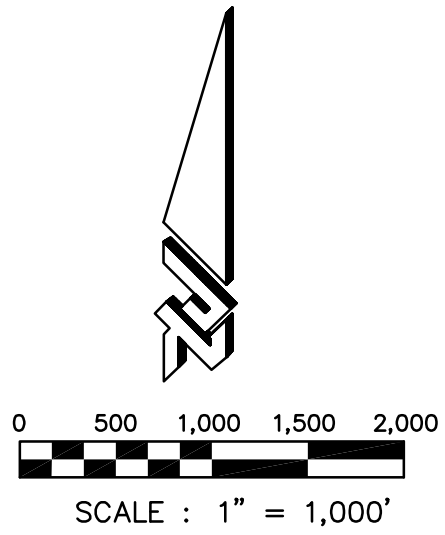


JOHNSTON'S SURVEYING INC.
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EXHIBIT 4

Future Land Use Map





LEGEND:

- AGR - AGRICULTURAL
- CON - CONSERVATION
- SCD - SUSTAINABLE COMMUNITY DEVELOPMENT

NOTE:

INFORMATION OBTAINED FROM CITY OF NEW SMYRNA BEACH: COMPREHENSIVE PLAN MAP II-4 – FUTURE LAND USE MAP (NOVEMBER 2025)

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
608

SOUTH VILLAGE NSB
FUTURE LAND USE PLAN

CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

24

XXX
NOT VALID WITHOUT SEAL

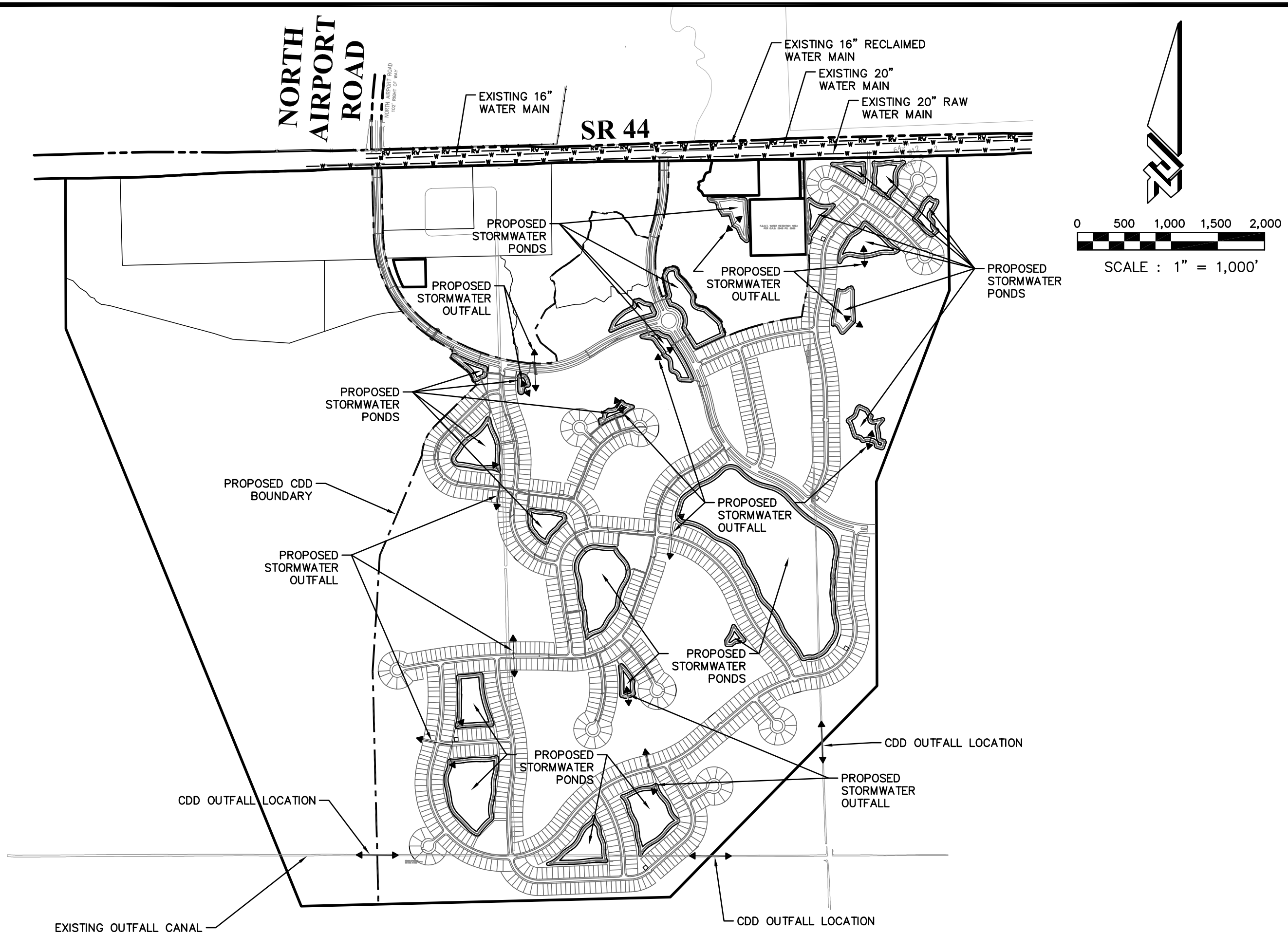
PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RMH
DRAWING FILE: 21066-CDD-EX-4 (B) XREF'S: XXXXX.DWG XREF'S: XXXXX.DWG

EXHIBIT 4

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EXHIBIT 5

Drainage and Utility Map



ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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SOUTH VILLAGE NSB UTILITY & STORMWATER EXHIBIT

CITY OF NEW SMYRNA BEACH VOLUSIA COUNTY, FLORIDA

XXX
NOT VALID WITHOUT SEAL

PROJECT NO:	ZC 21066
DESIGNED BY:	MLR
DRAFTED BY:	MLR
CHECKED BY:	RMH
DRAWING FILE:	21066-CDD-EX-5
XREF'S:	XXXXX.DWG
XREF'S:	XXXXX.DWG

EXHIBIT 5

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EXHIBIT 6

District Facilities and Services

EXHIBIT 6
SOUTH VILLAGE NSB COMMUNITY DEVELOPMENT DISTRICT
FACILITIES AND SERVICES

Component[1]	Estimated Construction Costs	Funded[2]	Maintained	Ownership
Onsite Rights-Of-Way[3]	$9,335,000	CDD	City	City
Offsite Rights-Of-Way[4]	2,500,000	CDD	FDOT/County	FDOT/County
Onsite and Offsite Trails[5]	800,000	CDD	CDD	CDD
Stormwater Management Systems and Earthwork	24,300,000	CDD	CDD	CDD
Conservation and Wetland Areas	N/A	CDD	CDD	CDD
Onsite Potable Water Utilities	3,330,000	CDD	NSBU	NSBU
Onsite Reclaimed Water Utilities	2,300,000	CDD	NSBU	NSBU
Onsite Sewer & Wastewater Utilities	7,000,000	CDD	NSBU	NSBU
Offsite Utilities	1,800,000	CDD	NSBU	NSBU
Undergrounding of Electric Conduit[6]	1,100,000	CDD	NSBU	NSBU
Landscape, Hardscape & Irrigation of Public Common Areas	5,100,000	CDD	CDD	CDD
Subtotal	**57,535,000**			
Soft Costs	5,753,500			
Contingency	5,753,500			
Total	**$69,042,000**			

Key: CDD = South Village NSB Community Development District, City = City of New Smyrna Beach, County = Volusia County, NSBU = New Smyrna Beach Utilities, FDOT = Florida Department of Transportation

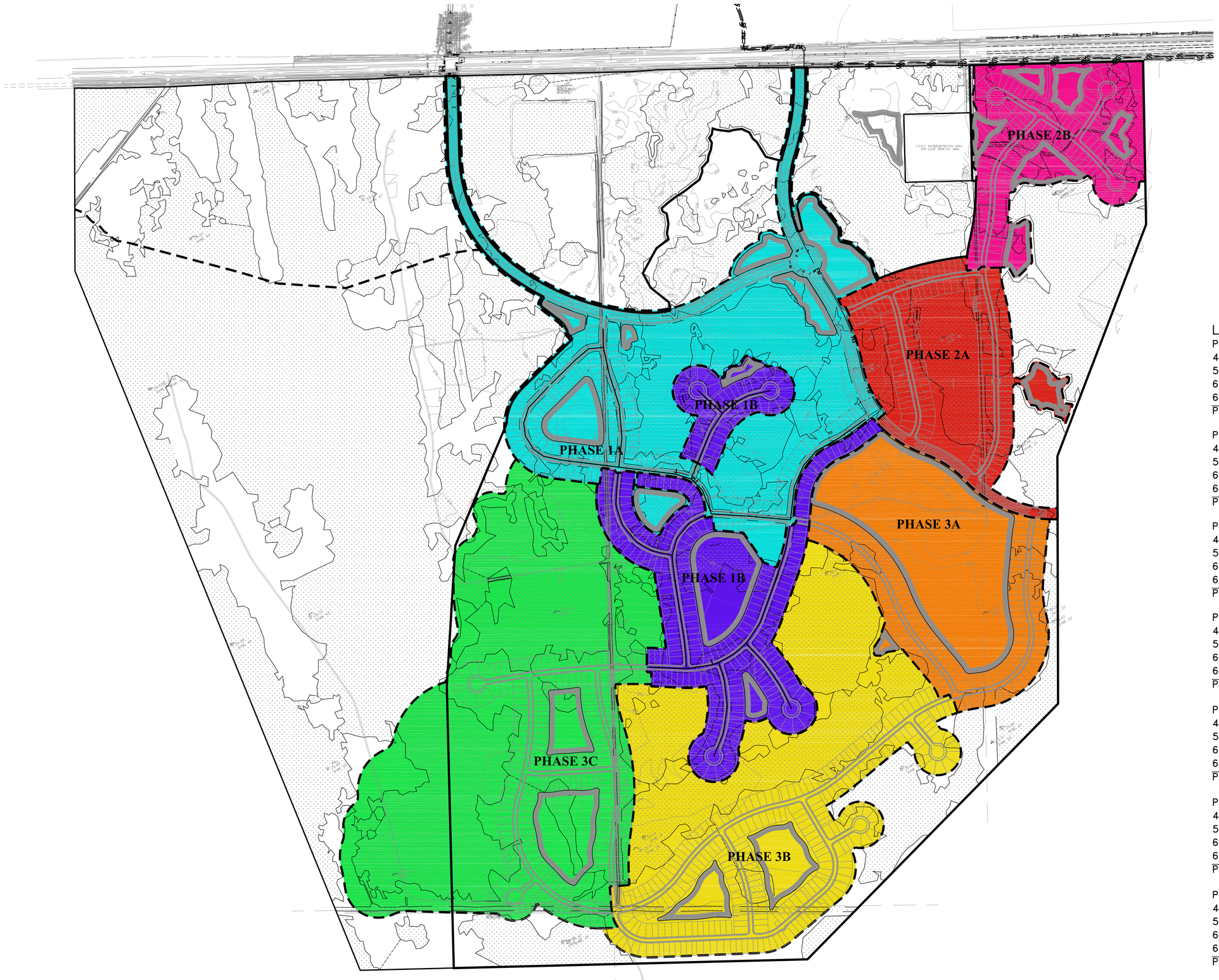
Footnotes

1) All development shall be conducted in accordance with final approvals by the City, and this petition is not intended to alter any such approvals.
2) Developer may alternatively elect to privately fund/finance certain of the improvements above, and have an HOA own and operate such improvements instead of the CDD.
3) Denotes public rights-of-way internal to the CDD boundaries, including sidewalks within the right-of-way.
4) FDOT will own/maintain the improvements to SR 44 right-of-way and County will own/maintain the improvements to North Airport Road right-of-way.
5) For portions of the trail where the underlying real property is owned by a private third party, the CDD will have a permanent easement from the landowner for purposes of operation and maintenance of the public trail system.
6) CDD intends to lease streetlights through an agreement with the electric provider. Accordingly, the CDD will not finance the streetlights but instead will fund them through an annual operations assessment. However, the CDD's improvement plan may include the differential cost of undergrounding the electric utilities.

EXHIBIT 7

PHASING

MAP



0 200 400 600 800

SCALE : 1" = 400'

LEGEND:

EXISTING WETLANDS

PROPOSED ASPHALT PAVEMENT

LOT COUNT PER PHASE:

PHASE 1A:

40' LOT	23
50' LOT	87
60' LOT	40
64' LOT	3
PHASE 1A TOTAL	153

PHASE 1B:

40' LOT	27
50' LOT	119
60' LOT	97
64' LOT	14
PHASE 1B TOTAL	257

PHASE 2A:

40' LOT	10
50' LOT	85
60' LOT	42
64' LOT	4
PHASE 2A TOTAL	141

PHASE 2B:

40' LOT	12
50' LOT	60
60' LOT	38
64' LOT	5
PHASE 2B TOTAL	115

PHASE 3A:

40' LOT	11
50' LOT	76
60' LOT	44
64' LOT	5
PHASE 3A TOTAL	136

PHASE 3B:

40' LOT	16
50' LOT	152
60' LOT	81
64' LOT	8
PHASE 3B TOTAL	257

PHASE 3C:

40' LOT	14
50' LOT	126
60' LOT	69
64' LOT	9
PHASE 3C TOTAL	218

PROJECT TOTAL 1277

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWENSBORO BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

(LC 42)
(EB 6516)

NO.	DATE	BY	SUBMITTALS / REVISIONS

SOUTH VILLAGE PHASE MAP

VOLUSIA COUNTY, FLORIDA
CITY OF NEW SMYRNA BEACH

PROJECT NO: ZC 21066
DESIGNED BY: MLR
DRAFTED BY: MLR
CHECKED BY: RH
DRAWING FILE: 21066_PHASE
XREFS: 21066_SURV.DWG
XREFS: 21066_BAS.DWG

XXX
NOT VALID WITHOUT SEAL

SHEET: 1 OF 1

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EXHIBIT 8

SERC

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **South Village NSB Community Development District** (the "District"). The proposed District comprises approximately 770.73 acres of land located within the City of New Smyrna Beach, Florida (hereafter "City"). The project is planned for approximately 1,277 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

1.2 Overview of the South Village NSB Community Development District

The District is designed to provide community infrastructure, services, and facilities along with operation and maintenance of such facilities and services to the lands within the District. The District will encompass approximately 770.73 acres.

The development plan for the proposed lands within the District includes approximately 1,277 residential units. Such uses are authorized for inclusion within the District. A community development district ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." *See* Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the City/County in which the CDD lies. A CDD does not have the permitting, zoning or general police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as South Village NSB. The scope of this SERC is limited to evaluating the consequences of approving the petition to establish the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly: is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with

the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

The creation of the District will not meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 of this SERC.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the South Village NSB Community Development District is a community that is proposed to include approximately 1,277 residential units. Formation of the District would put all of these units under the jurisdiction of the District. Prior to sale of any units, all of the land owned by the developer and any other landowner will also be under the jurisdiction of the District. Such owners purchase property within the District willingly and with knowledge and advance notice they are subject to the District's jurisdiction, including notice recorded in the public records, in title and through purchase and sale agreements.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

[1] For the purposes of this SERC, the term "agency" means City of New Smyrna Beach and the term "rule" means the ordinance(s) which the City of New Smyrna Beach will enact in connection with the creation of the District.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The proposed District will encompass under 2500 acres, therefore the City is the establishing entity under sections 190.005(2), (2)(e), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.018, Florida Statutes, the proposed District must pay an annual fee to the Florida Department of Economic Opportunity, which offsets such costs.

City of New Smyrna Beach

The City and its staff will process and analyze the petition, conduct a public hearing with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. However, the City charges the petitioner a filing fee to cover the cost of staff review of the petition.

These costs to the City are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new or additional staff. Fourth, there is no capital required to review the petition. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City because of the establishment of the District are minimal. The proposed District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City. Furthermore, the City will not incur any quantifiable on-going costs resulting from the on-going administration of the District. As previously stated, the District operates independently from the City and all administrative and operating costs incurred by the District relating to the financing and construction of infrastructure are borne entirely by the District and its landowners.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No state or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct infrastructure or facilities, or for any other reason, are not debts of the State of Florida or the City. In accordance with Florida law, debts of the District are strictly the District's own responsibility.

5.0 A good faith estimate of the transactional costs that are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. It is anticipated that onsite and offsite roads; stormwater management systems; onsite and offsite utilities; common area landscape, hardscape and irrigation; onsite and offsite trails, conservation and wetlands, undergrounding of the electrical system; and soft costs and contingencies will be financed by the District.

Table 1.
South Village NSB CDD Proposed Facilities and Services

District Infrastructure	Construction	Ownership	Capital Financing*	Operation and Maintenance
Onsite Roads	Developer	City	District Bonds	City
Offsite Roads	Developer	County/FDOT	District Bonds	County/FDOT
Stormwater Management	Developer	District	District Bonds	District
Onsite Water, Sewer & Reclaimed Water Utilities	Developer	NSBU	District Bonds	NSBU
Offsite Water, Sewer & Reclaimed Water Utilities	Developer	NSBU	District Bonds	NSBU
Common Area Landscape, Hardscape & Irrigation	Developer	District	District Bonds	District
Onsite and Offsite Trails	Developer	District	District Bonds	District
Conservation/Wetlands	Developer	District	District Bonds	District
Undergrounding Electrical	Developer	NSBU	District Bonds	NSBU

*Costs not funded by bonds will be funded by the developer.

The petitioner has estimated the design and development costs for providing the capital facilities. The cost estimates are shown in Table 2 below. Total development costs for these facilities are estimated to be approximately $69,042,000. The District may issue special assessment bonds or other revenue bonds to fund the construction and/or acquisition of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all developable properties in the District that benefit from the District's capital improvement program.

Landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose non-ad valorem assessments to fund the operation and maintenance of the District and its facilities and services.

It is important to recognize that buying property in the District is completely voluntary. Ultimately, all owners and users of property within the District choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having a higher level of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community facilities and services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer equity and/or bank loans.

Table 2. Cost Estimate for District Facilities

District Infrastructure	Estimated Cost
Onsite Roads	$ 9,335,000
Offsite Roads	2,500,000
Stormwater Management	24,300,000
Onsite Utilities	12,600,000
Offsite Utilities	1,800,000
Common Area Landscape, Hardscape & Irrig	5,100,000
Onsite and Offsite Trails	800,000
Undergrounding Electrical	1,100,000
Soft Costs and Contingencies	11,507,000
TOTAL	$ 69,042,000

In considering these costs it shall be noted that the lands to be included within the District will receive four major classes of benefits.

First, the property in the District will receive a higher level of public services sooner than would otherwise be the case.

Second, the proposed District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, the proposed District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the City's overall requirements.

Fourth, the proposed District has the ability to maintain infrastructure better than a Homeowners' Association ("HOA") because it is able to offer a more secure funding source for maintenance and repair costs through assessments collected on the county tax bill pursuant to section 197.3632, Florida Statutes.

Lastly, based upon Chapter 2025-189, *Laws of Florida* (SB 108), the following potential transactional costs need to be specifically addressed in determining the estimate of such costs relative to the proposed District:

1. Filing Fee – *up to $15,000 per unincorporated county or municipality for which the District is located and fully funded by the petitioner. The District will be required to pay an annual Special District fee of $175 to the State per provisions of Section 189.018, Florida Statutes.*
2. Expenses to obtain a license – *The District will not require any individual or entity to obtain any specific licenses as a result of adoption of the rule.*
3. Necessary Equipment – *The District will not require any specific equipment that is necessary to operate the District.*
4. Installation, utilities for, and maintenance of necessary equipment – *The District will not require any specific equipment that is necessary to operate the District.*
5. Necessary operations or procedures – *The District will incur cost for the operation and maintenance of the facilities detailed in table 1 which should not exceed $500,000 annually*

that will be fully funded by the property owners of the District.

6. Accounting, financial, information management, and other administrative processes – *The District will contract with a management consulting firm to provide these services that should not exceed $50,000 annually that will be fully funded by the property owners of the District. The State will incur information management and administrative processes as a result of the requirements of the Uniform Special District Accountability Act codified in Chapter 189, Florida Statutes, which transactional costs related thereto are intended to be offset by the annual $175 filing fee paid by the District.*
7. Labor, based on relevant wages, salaries, and benefits – *The District will utilize independent contractors to operate District therefore no direct cost associated with labor, wages, etc.*
8. Materials and supplies – *There maybe cost for materials and supplies that should not exceed $25,000 annually that will be fully funded by the property owners of the District.*
9. Capital expenditures, including financing costs – *See table 2 above*
10. Professional and technical services, including contracted services necessary to implement and maintain compliance – *The District will contract for management, legal and engineering services in order to maintain compliance with all rules, regulations and statutes which cumulatively should not exceed $100,000 annually (a portion of which is noted in the response to 6. above) that will be fully funded by the property owners of the District.*
11. Monitoring and reporting – *The District will contract with an engineering firm to ensure the District complies with any monitoring and reporting requirements which should not exceed $10,000 annually that will be fully funded by the property owners of the District.*
12. Qualifying and recurring education, training and testing – *Any cost associated with education, training and testing is part of the consultants contract therefore no additional cost.*
13. Travel – *There may be minor travel cost associated with maintaining the District that should be less than $5,000 annually and will be fully funded by the property owners of the District*.
14. Insurance and surety requirements – *The basic liability insurance policy for the District should not exceed $10,000 annually and will be fully funded by the property owners of the District. Property insurance may also be required and is not reflected in the above estimate.*
15. A fair and reasonable allocation of administrative costs and overhead – *The District is less than 2,500 acres and initially the Administrative costs and overhead should be allocated on per acre basis with all cost being fully funded by the property owners of the District.*
16. Reduced sales or other revenue – *Sales and Other Revenue should not be impacted by the establishment of the District.*
17. Other items suggested by the rules ombudsman in the Governor' office or by any other interested person, business organization, or business representative – *None.*

Further, Ch. 2025-189, Laws of Florida (SB 106), also requires an analysis of the market impacts likely to result from compliance with the district establishment, if applicable, such as the following:

1. Changes to customer charges for goods or services – *No Impact*
2. Changes to the market value of goods or services produced, provided, or sold – *No Impact*
3. Changes to cost resulting from the purchase of substitute or alternative goods or services – *No Impact*
4. The reasonable value of time to be spent by owners, officers, operators, and managers to understand and comply with the proposed rule, including, but not limited to, time to be spent completing required education, training or testing. – *The District is required to annually adopt a budget that includes administrative fees paid to consultants that fully understand the compliance requirements associated with the establishment of the District. The annual administrative budget is generally less than $150,000 and fully funded by the property owners of the District.*

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide

infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no adverse impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts, affording small businesses the opportunity to bid on District work, and may also result in a need for additional retail and commercial services that afford small businesses and opportunity for growth.

The City has an estimated un-incarcerated population that is greater than 10,000 according to the 2020 U.S. Census. Therefore, the City is not defined as a "small city" according to section 120.52(19), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under Section 120.541(1)(a), Florida Statutes, and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - Central Florida, LLC
July 23, 2025

EXHIBIT 9

Authorization of Agent

Authorization of Agent

This shall serve as a designation of Mark A. Watts of Cobb Cole, P.A., whose address is 231 North Woodland Boulevard, DeLand, Florida 32720, to act as agent for Pulte Home Company, LLC, a Michigan limited liability company ("Petitioner"), with regard to any and all matters pertaining to the Petition to the City Commission of the City of New Smyrna Beach, Florida, to establish a Community Development District pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Executed this 28 day of May, 2025.

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: Maleia P Smiferguso
Name: Maleia Smiferguso
Title: Director – Land Development (Central Florida)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 28th day of MAY, 2025, by Maleia Smiferguso, as a Director – Land Development of Pulte Home Company, LLC, who is ☑ personally known to me or ☐ produced _____ as identification.

EUGENIA RIOS-DORIA
Notary Public - State of Florida
Commission # HH 334450
My Comm. Expires Nov 21, 2026
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Print Name: EUGENIA RIOS-DORIA
Notary Public, State of Florida

4919-0865-9997.2

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 01-26 South Village NSB CDD

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. 01-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH ESTABLISHING THE SOUTH VILLAGE NEW SMYRNA BEACH COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR AUTHORITY AND POWER OF THE DISTRICT; PROVIDING FOR THE BOARD OF SUPERVISORS OF THE DISTRICT; PROVIDING FOR THE DISTRICT BUDGET; PROVIDING FOR FUNCTIONS OF THE DISTRICT; PROVIDING FOR MISCELLANEOUS PROVISIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Maleia Smiferguso, Pulte Home Company, LLC, 4901 Vineland Road, Suite 500, Orlando, Florida 32811, Mark A. Watts, Esq., Cobb Cole, 231 North Woodland Blvd., DeLand, Florida 32720 and Ryan Dugan, Kutak Rock, LLP, 107 West College Avenue, Tallahassee, Florida 32301, applicants on behalf of South Village Properties, LLC, 1950 Spectrum Circle, Suite 550, Marietta, GA 30037 (the "Petitioner") has petitioned the City Commission for the City of New Smyrna Beach, Florida (the "City") to adopt an ordinance establishing the boundaries of the South Village New Smyrna Beach Community Development District (the "District") pursuant to Chapter 190, Florida Statutes, and granting certain special powers; and

WHEREAS, the City, in determining whether to establish the District boundaries, has considered and finds that all statements contained in the Petition to Establish the South Village New Smyrna Beach Community Development District (the "Petition") are true and correct; and

WHEREAS, the City has considered and finds that the establishment of the District is not inconsistent with any applicable element or portion of the applicable Comprehensive Plan; and

WHEREAS, the City has considered and finds that the area of land within the District is a sufficient size, is sufficiently compact, and is sufficiently contiguous to be developed as a functional interrelated community; and

WHEREAS, the City has considered and finds that the District is the best alternative for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the City has considered and finds that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the City has considered and finds that the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, a duly noticed public hearing on the Petition was held prior to the adoption of this Ordinance establishing the District.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of New Smyrna Beach, Florida, as follows:

SECTION 1: AUTHORITY. This ordinance is adopted in compliance with and pursuant to the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes.

SECTION 2: DISTRICT NAME. There is hereby created a community development district situated entirely within incorporated New Smyrna Beach, Florida, which District shall be known as the "South Village New Smyrna Beah Community Development District."

SECTION 3: EXTERNAL BOUNDARIES OF THE DISTRICT. The external boundaries of the District are described in **Exhibit A** attached hereto.

SECTION 4: FUNCTIONS AND POWERS. The powers and functions of the District are described in Chapter 190, Florida Statutes, as may be amended from time to time. The Charter of the District shall be as set forth in Chapter 190, Florida Statutes, as created by general law. The District's Board of Supervisors may further exercise certain additional powers to finance, fund, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for (a) parks and facilities for indoor and outdoor recreational, cultural, and educational uses; and (b) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by applicable governmental agencies; except that the District may not exercise any police power, but may contract with the City for an increased level of such services within the proposed District boundaries, all as authorized and described by Section 190.012(2), Florida Statutes.

SECTION 5: BOARD OF SUPERVISORS. The five persons designated to serve as initial members of the District's Board of Supervisors are Bill Tew, Bernard Sullivan, Maleia Smiferguso, Chirstopher Cleary and Mary Burns. All of the listed persons are residents of the State of Florida and citizens of the United States of America.

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. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this Ordinance.

SECTION 8: EFFECTIVE DATE. This Ordinance shall take effect upon its passage and adoption pursuant to general law.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 2/26/2026

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Sections 20, 21, 28 and 29, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 28, Township 17 South, Range 33 East, Volusia County, Florida; thence N88°59'18"E, along the North line of said Section 28, a distance of 1279.79 feet to the Point of Beginning; thence departing said North line, run S20°55'54"W, a distance of 1,010.36 feet; thence S00°09'30"E, a distance of 2,184.23 feet; thence S44°25'05"W, a distance of 3,158.86 feet; thence S88°34'48"W, a distance of 3,121.49 feet; thence N01°25'12"W, a distance of 2,489.22 feet; thence N03°28'54"E, a distance of 1,241.79 feet; thence N22°46'24"E, a distance of 1,168.02 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 450.00 feet and a Central Angle of 43°31'38"; thence run Northeasterly along the arc of said curve, a distance of 341.86 feet (Chord Bearing = N23°36'22"E, Chord = 333.70 feet); thence N45°22'11"E, a distance of 612.71 feet to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 300.00 feet and a Central Angle of 03°30'38"; thence run Northeasterly along the arc of said curve, a distance of 18.38 feet (Chord Bearing = N47°07'30"E, Chord = 18.38 feet); thence N41°07'11"W, a distance of 16.27 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 19.00 feet and a Central Angle of 57°04'42"; thence run Northwesterly along the arc of said curve, a distance of 18.93 feet (Chord Bearing = N40°14'52"W, Chord = 18.15 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 56°41'02"; thence Northwesterly along the arc, a distance of 39.57 feet, (Chord Bearing = N40°26'41"W, Chord = 37.98 feet); thence N12°06'10"W, a distance of 19.80 feet; thence N29°26'19"W, a distance of 60.64 feet; thence N45°25'55"W, a distance of 48.30 feet; thence N52°41'14"W, a distance of 190.91 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 40.00 feet and a Central Angle of 106°46'11"; thence run Northerly along the Arc of said curve, a distance of 74.54 feet (Chord Bearing = N00°41'51"E, Chord = 64.21 feet); thence N27°04'57"E, a distance of 31.56 feet to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 2,233.52 feet and a Central Angle of 08°36'22"; thence run Northwesterly along the arc of said curve, a distance of 335.48 feet (Chord Bearing =

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT).
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: PULTE GROUP

DATE OF SKETCH 4/12/2024	REVISIONS
SCALE 1" = 1500'	
F.B. PAGE	
SECTIONS 20, 21, 28 & 29	
TWP. 17 S., RNG. 33 E.	
JOB NO. 22-344	

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

4/15/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

LEGAL DESCRIPTION (continued)

N58°36'52"W, Chord = 335.17 feet) to a Point of Compound Curve, Concave to the Northeast, having a Radius of 1,350.00 feet and a Central Angle of 52°55'51"; thence Northwesterly along the arc, a distance of 1,247.16 feet, (Chord Bearing= N27°50'46"W, Chord =1,203.28 feet); thence N01°22'50"W, a distance of 711.54 feet; thence N88°37'56"E, a distance of 100.00 feet; thence S01°22'50"E, a distance of 711.52 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,250.00 feet and a Central Angle of 52°55'51"; thence run Southeasterly along the Arc of said curve, a distance of 1,154.77 feet (Chord Bearing = S27°50'46"E, Chord = 1,114.15 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 2,133.52 feet and a Central Angle of 30°50'02"; thence Easterly along the arc, a distance of 1,148.16 feet, (Chord Bearing= S69°43'43"E, Chord =1,134.36 feet) to a Point of Compound Curve, Concave to the North, having a Radius of 946.00 feet and a Central Angle of 17°02'32"; thence Easterly along the arc, a distance of 281.38 feet, (Chord Bearing= N86°20'00"E, Chord =280.35 feet); thence N12°11'16"W, a distance of 75.63 feet; thence N51°22'20"W, a distance of 205.38 feet; thence N28°05'11"W, a distance of 144.84 feet; thence N28°28'01"E, a distance of 250.28 feet; thence N53°21'03"E, a distance of 132.63 feet; thence N15°39'45"W, a distance of 51.84 feet; thence N08°50'49"E, a distance of 87.15 feet; thence N09°33'32"W, a distance of 91.75 feet; thence N61°35'05"W, a distance of 40.32 feet; thence N16°30'35"W, a distance of 29.50 feet; thence N48°41'34"E, a distance of 74.68 feet; thence N53°07'21"E, a distance of 101.42 feet; thence N61°46'15"E, a distance of 26.88 feet; thence N54°59'14"E, a distance of 70.11 feet; thence N51°20'16"E, a distance of 72.74 feet; thence N53°16'37"E, a distance of 71.96 feet; thence N19°27'45"E, a distance of 77.67 feet; thence N08°33'52"W, a distance of 32.13 feet; thence N42°01'10"E, a distance of 80.00 feet; thence N06°00'07"E, a distance of 48.80 feet; thence N21°58'43"E, a distance of 57.80 feet; thence N07°39'17"E, a distance of 60.37 feet; thence N30°47'58"W, a distance of 46.40 feet; thence N33°29'08"E, a distance of 43.73 feet; thence N07°43'30"E, a distance of 49.81 feet; thence S73°40'17"E, a distance of 37.68 feet; thence S82°26'42"E, a distance of 110.58 feet; thence N71°29'59"E, a distance of 34.78 feet; thence N82°20'40"E, a distance of 76.53 feet; thence S66°09'40"E, a distance of 75.61 feet; thence S29°07'29"E, a distance of 63.17 feet; thence S50°15'05"E, a distance of 44.76 feet; thence S31°21'32"E, a distance of 153.28 feet; thence S74°40'29"E, a distance of 50.87 feet; thence S75°44'29"E, a distance of 90.39 feet to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,106.59 feet and a Central Angle of 04°27'57"; thence run Northerly along the arc of said curve, a distance of 86.25 feet (Chord Bearing = N15°11'24"E, Chord = 86.23 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 1,958.95 feet and a Central Angle of 17°25'22"; thence Northerly along the arc, a distance of 595.69 feet, (Chord Bearing = N08°42'41"E, Chord = 593.39 feet); thence N00°00'00"E, a distance of 153.80 feet; thence N89°28'44"E, a distance of 100.00 feet; thence S00°00'00"E, a distance of 154.71 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 2,058.95 feet and a Central Angle of 17°25'22"; thence run Southerly along the Arc of said curve, a distance of 626.09 feet (Chord Bearing = S08°42'41"W, Chord = 623.69 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 1,006.59 feet and a Central Angle of 39°32'40"; thence Southerly along the arc, a distance of 694.73 feet, (Chord Bearing = S02°20'58"E, Chord = 681.02 feet); thence N67°52'42"E, a distance of 20.23 feet; thence N67°31'47"E, a distance of 11.07 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 16.00 feet and a Central Angle of 80°24'05"; thence run Northeasterly along the Arc of said curve, a distance of 22.45 feet (Chord Bearing = N27°19'45"E, Chord = 20.65 feet); thence N12°52'18"W, a distance of 186.93 feet to the Point of Curvature of a curve,

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LEGAL DESCRIPTION (continued)

SKETCH OF DESCRIPTION

Concave to the East, having a Radius of 60.00 feet and a Central Angle of 45°04'09"; thence run Northerly along the Arc of said curve, a distance of 47.20 feet (Chord Bearing = N09°39'47"E, Chord = 45.99 feet); thence N32°11'52"E, a distance of 47.28 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 60.00 feet and a Central Angle of 46°22'54"; thence run Northeasterly along the Arc of said curve, a distance of 48.57 feet (Chord Bearing = N55°23'18"E, Chord = 47.26 feet); thence N78°34'45"E, a distance of 26.24 feet to the Point of Curvature of a curve, Concave to the South, having a Radius of 60.00 feet and a Central Angle of 21°20'01"; thence run Easterly along the Arc of said curve, a distance of 22.34 feet (Chord Bearing = N89°14'46"E, Chord = 22.21 feet); thence S80°05'14"E, a distance of 17.94 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 80°02'35"; thence run Southeasterly along the Arc of said curve, a distance of 83.82 feet (Chord Bearing = S40°03'57"E, Chord = 77.17 feet); thence S00°02'39"E, a distance of 9.16 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 40.00 feet and a Central Angle of 48°14'46"; thence run Southeasterly along the Arc of said curve, a distance of 33.68 feet (Chord Bearing = S24°10'02"E, Chord = 32.70 feet); thence S48°17'25"E, a distance of 60.50 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 60.00 feet and a Central Angle of 11°49'12"; thence run Southeasterly along the Arc of said curve, a distance of 12.38 feet (Chord Bearing = S42°22'49"E, Chord = 12.36 feet); thence S36°28'13"E, a distance of 154.92 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 122.52 feet and a Central Angle of 47°01'22"; thence run Southerly along the arc of said curve, a distance of 100.55 feet (Chord Bearing = S09°31'05"E, Chord = 97.76 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 41.52 feet and a Central Angle of 89°22'03"; thence run Southeasterly along the arc of said curve, a distance of 64.76 feet (Chord Bearing = S31°10'45"E, Chord = 58.39 feet); thence S75°51'46"E, a distance of 71.51 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 56.00 feet and a Central Angle of 27°01'09"; thence run Southeasterly along the Arc of said curve, a distance of 26.41 feet (Chord Bearing = S62°21'11"E, Chord = 26.16 feet); thence S48°50'37"E, a distance of 178.76 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 106.00 feet and a Central Angle of 34°46'28"; thence run Southeasterly along the arc of said curve, a distance of 64.33 feet (Chord Bearing = S31°15'32"E, Chord = 63.35 feet); thence S13°52'18"E, a distance of 61.38 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 94.00 feet and a Central Angle of 22°33'55"; thence run Southeasterly along the Arc of said curve, a distance of 37.02 feet (Chord Bearing = S25°09'15"E, Chord = 36.78 feet); thence S22°21'55"E, a distance of 37.15 feet to a Point on a Non-Tangent Curve, Concave to the South, having a Radius of 2,943.81 feet and a Central Angle of 16°06'33"; thence run Easterly along the arc of said curve, a distance of 827.68 feet (Chord Bearing = N75°41'22"E, Chord = 824.95 feet) to a Point on a Non-Tangent Curve, Concave to the East, having a Radius of 1,000.00 feet and a Central Angle of 07°51'53"; thence run Northerly along the arc of said curve, a distance of 137.27 feet (Chord Bearing = N09°30'34"E, Chord = 137.16 feet) to a Point of Reverse Curve, Concave to the West, having a Radius of 2,000.00 feet and a Central Angle of 13°41'48"; thence Northerly along the arc, a distance of 478.10 feet, (Chord Bearing = N06°35'36"E, Chord = 476.97 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 650.00 feet and a Central Angle of 04°53'07"; thence Northerly along the arc, a distance of 55.42 feet, (Chord Bearing = N02°11'16"E, Chord = 55.41 feet); thence N85°08'27"W, a distance of 33.14 feet; thence N01°22'55"W, a distance of 1,019.87 feet; thence N88°37'10"E, a distance of 1,531.97 feet; thence S01°03'12"E, a distance of 1,442.08 feet; thence S20°55'54"W, a distance of 1,180.37 feet to the Point of Beginning.

Containing 770.73 acres, more or less.

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

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

ORDINANCE NO. 22-26: CONDUCT A SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH, IF ADOPTED, WOULD AUTHORIZE THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH TO ENTER INTO AN AGREEMENT FOR LONGER THAN FOUR (4) YEARS WITH REVINU TO PROVIDE BIOSOLID DISPOSAL SERVICES.

March 10, 2026

Background:

The City Charter requires the City Commission to adopt an ordinance approving any contract the NSBU enters into that has a term length beyond four years. On March 29, 2022, NSBU entered into a contract with Revinu, Inc., for the "screw press project," for a term ending March 31, 2026. Additional time is needed to complete the work under the contract, which will extend the contract term beyond four years and requiring this approval ordinance from the City Commission. The screw press project eliminates the need for NSBU to treat biosolids on site.

Fiscal Analysis:

.

Strategic Plan Item:

No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

Fully Executed Agreement Revinu and UCNSB 03.28.22.pdf
Business Impact Estimate - Ord 22-26 UCNSB and Revinu Contract Extension.pdf
Ord 22-26 UCNSB Revinu Contract Extension.pdf

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AGREEMENT FOR DISPOSAL OF BIOSOLIDS

THIS AGREEMENT to provide Biosolid Disposal Services ("AGREEMENT") is made and entered into this **29th** day of **March,** by and between the **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA,** (hereafter **"COMMISSION")**, located at 200 Canal Street, New Smyrna Beach, Florida 32168, and **Revinu, Inc. 4050 Dundee Road Winter Haven, FL 33884**

RECITALS

1. The **COMMISSION** was created by special act of the Florida Legislature as a political subdivision of the State of Florida with certain powers, authorities, and duties related to the provision of water, wastewater, reclaimed water, and electric utility services, including the authority to enter into contracts.
2. The **COMMISSION** wishes to obtain Biosolid Disposal Services.
3. The **SERVICE PROVIDER** is willing to provide such services.

ACCORDINGLY, for and in consideration of the Recitals hereof, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. TERM. This Agreement is to be become effective upon execution by both parties. The initial term shall be for **ONE** (1) year(s). Additionally, the parties agree that this Agreement may be renewed beyond the initial term, up to **Three** (3) additional one-year periods upon mutual agreement in writing. Either party may elect to terminate the Agreement by giving written notice prior to **THIRTY DAYS (30).**

SECTION 3. DESCRIPTION OF SERVICES. SERVICE PROVIDER agrees to perform Biosolid Disposal Services as specified in Exhibit "A" attached to and incorporated into this Agreement.

SECTION 4. CHANGES IN THE SCOPE OF WORK.

4.1 COMMISSION may make changes in the services at any time by giving written notice to **SERVICE PROVIDER**. If such changes increase, decrease or eliminate any amount of work, **COMMISSION** and **SERVICE PROVIDER** will negotiate any change in total cost or schedule modifications. If **COMMISSION** approves, **COMMISSION** shall amend the Scope of Services to reflect the modifications; and **SERVICE PROVIDER** shall be compensated for said services in accordance with the terms of Section 5 herein. All change orders shall be in writing

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and executed by both **COMMISSION'S** designated representative and the **SERVICE PROVIDER**.

4.2 All of **COMMISSION's** said Scope of Services and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

SECTION 5. SCHEDULE AND PERIOD OF PERFORMANCE.

5.1 **SERVICE PROVIDER** shall perform its services in conformance with the agreed upon schedule. **SERVICE PROVIDER** shall complete all of said services in a timely manner and will keep **COMMISSION** apprised of the status of work on a monthly basis. Should **SERVICE PROVIDER** fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

5.2 No extension for completion of services shall be granted to **SERVICE PROVIDER** without **COMMISSION's** prior written consent, except as provided in Sections 4.1 and 22.1 herein.

SECTION 6. COMPENSATION FOR SERVICES. **COMMISSION** agrees to compensate **SERVICE PROVIDER** for services as described below.
COST PER GALLON TO PROVIDE DISPOSAL OF BIOSOLIDS AS DESCRIBED IN THE PROPOSAL. METHOD OF DISPOSAL MUST COMPLY WITH ALL FDEP REGULATIONS FROM CHAPTER 62-640. LICENSE TO PROVIDE THESE SERVICES HAS BEEN INCLUDED IN THE PROPOSAL RESPONSE.

$ 0.149 Per Gallon

SECTION 7. PAYMENT; INVOICES.

7.1 Invoices for **SERVICE PROVIDER'S** services shall be submitted to the **COMMISSION** at monthly intervals for services rendered during the previous period. Each invoice shall delineate the period in which the services were rendered; shall include a summary of the progress to date as a percentage of the major phases of the work. Each invoice shall be certified as correct by a duly authorized representative of **SERVICE PROVIDER**. The bill[s] shall identify the services completed and the amount charged.

7.2 **COMMISSION** or its authorized representative shall have the right, at all reasonable times, at its own expense, to inspect and audit the books and records of **SERVICE PROVIDER** insofar as they pertain to the direct charges payable by **COMMISSION** under this Agreement and such audit is performed within three (3) years after the expiration of this Agreement. The composition of fixed rates will not be subject to audit.

7.3 All invoices shall be due and payable thirty (30) days from receipt thereof by **COMMISSION**, subject to **COMMISSION'S** right to contest, in good faith, all or any part of the charges set forth therein. Payment of invoices shall not be unreasonably withheld by **COMMISSION**, but the **COMMISSION** reserves the right to reject any statement which fails to

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adequately describe the services rendered by **SERVICE PROVIDER.** Upon written notice to **SERVICE PROVIDER**, payment may be withheld, in whole or in part, for **SERVICE PROVIDER'S** failure to comply with a term, condition or requirement of this Agreement. **SERVICE PROVIDER** will help effect resolution and transmit a revised invoice as necessary. Thereafter, the withheld amount(s) shall be paid upon **SERVICE PROVIDER'S** satisfactory demonstration of compliance to the **COMMISSION**. Amounts not questioned by **COMMISSION** shall be promptly paid to **SERVICE PROVIDER** in accordance with the above payment procedures.

SECTION 8. RIGHT TO INSPECTION. COMMISSION or its affiliates shall at all times have the right to review or observe the services performed by **SERVICE PROVIDER**. No inspection, review, or observation shall relieve **SERVICE PROVIDER** of its responsibility under this Agreement.

SECTION 9. COMMERCIAL WARRANTY. The SERVICE PROVIDER agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **SERVICE PROVIDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.

SECTION 10. INSPECTION AND ACCEPTANCE. A duly authorized representative of **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.

SECTION 10. SAFETY. To the extent the **COMMISSION'S** safety standards do not violate other County, State or Federal standards, **SERVICE PROVIDER** agrees to comply with **COMMISSION'S** safety standards while on the property of the **COMMISSION**. **SERVICE PROVIDER** shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

SECTION 11. INSURANCE.

11.1 SERVICE PROVIDER shall maintain in force during the term of this Agreement, at its own expense, public liability insurance and other insurance coverage as set forth in Exhibit "B" which is hereby made a part of this Agreement.

11.2 SERVICE PROVIDER and **COMMISSION** waive all rights against each other and their respective directors, officers, partners, commissioners, officials, agents, subcontractors, SERVICE PROVIDERs, and employees for damages covered by any type of property insurance during and after the completion of the services. A similar provision shall be incorporated into all construction contractual arrangements entered into by **COMMISSION** and shall protect **COMMISSION** and **SERVICE PROVIDER** to the same extent. All project contractors shall be required to include **COMMISSION** and **SERVICE PROVIDER** as additional insureds on their general liability insurance policies.

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SECTION 12. STANDARDS OF CONDUCT; COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

12.1 The **SERVICE PROVIDER** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

12.2 The **SERVICE PROVIDER** covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

12.3 The **SERVICE PROVIDER** agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The **SERVICE PROVIDER** agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the services performed.

12.4 The **SERVICE PROVIDER** shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

12.5 The **SERVICE PROVIDER** warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the **SERVICE PROVIDER** to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the **SERVICE PROVIDER** any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

12.6 **SERVICE PROVIDER** is subject to the provisions of Section 287.133(2)(a), Florida Statutes, on Public Entity Crimes.

SECTION 13. SERVICE PROVIDER'S REPRESENTATIONS. On behalf of its employees, agents, servants and contractors, SERVICE PROVIDER represents and warrants to the **COMMISSION** each of the following:

13.1 **SERVICE PROVIDER** represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound consulting practices and procedures; and shall conform to the professional standards of care, skill, and diligence appropriate to the nature of the services rendered.

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13.2 SERVICE PROVIDER represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best personal knowledge and judgment.

13.3 SERVICE PROVIDER represents that if **SERVICE PROVIDER**, through its negligent acts, errors, or omissions, causes any injury to **COMMISSION** or causes any physical damage to, or destruction of, any of **COMMISSION's** property during the term of this Agreement, it shall be liable for said injuries and/or damages, including reasonable attorney fees and costs incurred as a result therefrom.

13.4 SERVICE PROVIDER represents that none of SERVICE PROVIDER's principals or the immediate family of SERVICE PROVIDER's principals has a compensation arrangement of any kind with City. For purposes of this subsection, the term "immediate family" shall include a spouse, natural or adoptive parent, child or sibling, stepparent, stepchild, stepbrother or stepsister, father-in-law, mother-in-law, grandparent, grandchild or spouse of a grandparent or grandchild. For purposes of this subsection, compensation shall be defined as any type of remuneration directly or indirectly, overtly or covertly, paid in cash or in kind.

13.5 SERVICE PROVIDER represents that it is not undergoing any type of audit by a public or private, state or regulatory body or auditing entity.

13.6 SERVICE PROVIDER represents that it and its principals have not engaged in, and during the term of this Agreement agree not to engage in, any activities prohibited under the federal anti-kickback laws (42 U.S.C. 1320a-7, 1320a-7a, 1320a-7b), the regulations promulgated pursuant to such federal statutes, related state or local statutes or regulations, or rules of professional conduct.

13.7 Should **SERVICE PROVIDER** breach the representations set forth above, **COMMISSION** shall have such remedies as are set forth in this Agreement. To the extent an applicable remedy is not provided herein, both Parties shall have all such remedies as allowed under the laws of the State of Florida. Additionally, without limiting the generality of the foregoing, if prior to the expiration of two (2) years from the date **SERVICE PROVIDER** completes its services hereunder, **SERVICE PROVIDER'S** services are negligent or erroneous and **COMMISSION** notifies **SERVICE PROVIDER** in writing that a negligent error or omission has been discovered in **SERVICE PROVIDER'S** services, **SERVICE PROVIDER** shall correctly perform such negligent services at no additional cost to **COMMISSION** and within a reasonable time period.

SECTION 14. GUARANTEE AGAINST INFRINGEMENT. SERVICE PROVIDER guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. **SERVICE PROVIDER** shall indemnify, hold harmless, and defend **COMMISSION**, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, services, or other item delivered under this Agreement.

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SECTION 15. INDEMNIFICATION. **SERVICE PROVIDER** shall defend. indemnify, and hold harmless the **COMMISSION**, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with **SERVICE PROVIDER'S** negligent performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the **SERVICE PROVIDER** and third parties made pursuant to this Agreement. **SERVICE PROVIDER** shall reimburse the **COMMISSION** for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with **SERVICE PROVIDER'S** performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable. The provisions of this section shall survive termination of this Agreement. Ten dollars ($10) of the payments made by the **COMMISSION** constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the **SERVICE PROVIDER**.

SECTION 16. AUDIT; PUBLIC RECORDS RETENTION; DOCUMENTS; OWNERSHIP.

16.1 Upon **COMMISSION'S** or its designated Project Leader's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, **SERVICE PROVIDER** shall provide **COMMISSION** or its designated Project Leader with a copy of all documents prepared by **SERVICE PROVIDER** under this Agreement. Documents shall be original and PDF versions.

16.2 The parties acknowledge that the **COMMISSION** is a part of the government of the City of New Smyrna Beach, Florida, and subject to the Florida Public Records Law. **SERVICE PROVIDER** has been advised the **COMMISSION** that all its activities are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes), and agrees to maintain all records necessary to comply with the requirement of such laws, and for the proper supervision of the services performed pursuant to this Agreement. SERVICE PROVIDER agrees to comply with all **COMMISSION** policies and procedures in observing the requirement of said laws. **SERVICE PROVIDER** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the **SERVICE PROVIDER** in conjunction with this **AGREEMENT**. Specifically, the **SERVICE PROVIDER** must:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the **COMMISSION** in order to perform the services being performed by the **SERVICE PROVIDER**.

(2) Provide the public with access to public records on the same terms and conditions that the **COMMISSION** would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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.

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(4) Meet all requirements for retaining public records and transfer, at no cost, to the **COMMISSION** all public records in possession of the **SERVICE PROVIDER** upon termination of the **AGREEMENT** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **COMMISSION** in a format that is compatible with the information technology systems of the **COMMISSION**.

The **SERVICE PROVIDER** shall promptly provide the **COMMISSION** with a copy of any request to inspect or copy public records in possession of the **SERVICE PROVIDER** and shall promptly provide the **COMMISSION** a copy of the **SERVICE PROVIDER'S** response to each such request. Failure to grant such public access will be grounds for immediate termination of this **AGREEMENT** by the **COMMISSION**.

16.3 COMMISSION shall have the right to audit the books, records and accounts of **SERVICE PROVIDER** that are related to the performance of Services pursuant to this Agreement. **SERVICE PROVIDER** shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. **SERVICE PROVIDER** shall preserve and make available, at reasonable times for examination and audit by **COMMISSION**, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings If the Florida Public Records Act is determined by **COMMISSION** to be applicable to **SERVICE PROVIDER'S** records, **SERVICE PROVIDER** shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by **SERVICE PROVIDER**. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for **COMMISSION** disallowance and/or recovery of any payment upon such entry. The **SERVICE PROVIDER** shall retain all records relating to this Agreement for five years after the **COMMISSION** makes final payment and all other pending matters are closed.

16.4 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of **COMMISSION**. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by **SERVICE PROVIDER**, whether finished or unfinished, shall become the property of **COMMISSION** and shall be delivered by **SERVICE PROVIDER** to the **COMMISSION** within seven (7) days of termination of this Agreement by either party. Any compensation due to **SERVICE PROVIDER** may be withheld until all documents are received as provided herein.

SECTION 17. ASSIGNMENT

17.1 SERVICE PROVIDER shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of

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COMMISSION. All requirements to be observed by the **SERVICE PROVIDER** shall be observed by all subcontractors.

17.2 If upon receiving written approval from **COMMISSION**, any part of this Agreement is subcontracted by **SERVICE PROVIDER**, **SERVICE PROVIDER** shall be fully responsible to **COMMISSION** for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

17.3 If **COMMISSION** determines that any subcontractor is not performing in accordance with this Agreement, **COMMISSION** shall so notify **SERVICE PROVIDER** who shall take immediate steps to cancel the subcontract or correct the deficiency. **COMMISSION** shall also be given permission to communicate directly to the subcontractor, which communication shall not constitute interference with contractor/subcontractor relationship, provided that **COMMISSION** notifies **SERVICE PROVIDER** in writing of said communication.

17.4 If any part of this Agreement is subcontracted by **SERVICE PROVIDER** prior to commencement of any work by the subcontractor, **SERVICE PROVIDER** shall require the subcontractor to provide **COMMISSION** with insurance coverage as set forth by Section 11 and Exhibit "B".

SECTION 18. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship will be created by this Agreement. It is understood that **COMMISSION** does not agree to use **SERVICE PROVIDER** exclusively. It is further understood that **SERVICE PROVIDER** is free to contract for similar services to be performed for others while under contract with **COMMISSION**. The parties expressly acknowledge that **SERVICE PROVIDER** is an independent SERVICE PROVIDER, and nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between **COMMISSION** and **SERVICE PROVIDER** or any other relationship between the parties. Additionally, nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or to allow **COMMISSION**, or its agents, representative, or employees, to exercise control or direction over the manner or method by which SERVICE PROVIDER performs any services which are the subject of this Agreement.

SECTION 19. AUTHORIZATION. **SERVICE PROVIDER** shall not, without authorization first being given by **COMMISSION**: a) Use or pledge money or credit of the **COMMISSION**, except in the usual and regular course of business and on account of or for the benefit of the **COMMISSION**; b) Release or discharge any debt due to **COMMISSION** without receiving the full amount thereof; c) Commit any act causing seizure or attachment of the **COMMISSION'S** property; or d) Cause **COMMISSION** to become a guarantor, surety, or endorser, or give any note which obligates the **COMMISSION**.

SECTION 20. TAXES. **SERVICE PROVIDER** shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, Social Security, and income tax laws, with respect to **SERVICE PROVIDER'S** performance of this Agreement.

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SECTION 21. DEFAULT. If, during the term of this Agreement, **SERVICE PROVIDER** shall be in default of any provision of this Agreement, **COMMISSION** may suspend its payment or performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until **COMMISSION** gives notice of the default to **SERVICE PROVIDER** with at least ten (10) days to cure such default.

SECTION 22. TERMINATION. Notwithstanding any other provision of this Agreement, **COMMISSION** may, upon fifteen (15) days written notice to **SERVICE PROVIDER**, terminate this Agreement if: (a) **SERVICE PROVIDER** is adjudged to be bankrupt; (b) **SERVICE PROVIDER** makes a general assignment for the benefit of its creditors; (c) **SERVICE PROVIDER** fails to comply with any of the conditions or provisions of this Agreement; or (d) **SERVICE PROVIDER** is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy **COMMISSION** may have under this Agreement; or (e) when deemed by the **COMMISSION** (in its sole discretion) is in the best interest of the **COMMISSION**. In the event of such termination, **COMMISSION** shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

SECTION 23. FORCE MAJEURE. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown or damage to **COMMISSION**'s generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes.

SECTION 24. NOTICE. Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid, to:

For SERVICE PROVIDER:

Revinu, Inc.
4050 Dundee Rd.
Winter Haven, FL 33884
Attn: Lorrie Rossiter
(863) 656-5405

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For COMMISSION:

Utilities Commission, City of New Smyrna Beach, Florida
Attention: Director of Water Resources
P.O. Box 100
New Smyrna Beach, FL 32170-0100
(386) 424-3180

SECTION 25. GOVERNING LAW. This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida.

SECTION 26. SEVERABILITY. In the event any portion of part of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

SECTION 27. WAIVER AND ELECTION OF REMEDIES.

27.1 Waiver by **COMMISSION** of any term, condition, or provision of this Agreement shall not be considered a waiver of any term, condition, or provision in the future.

27.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

27.3 Notwithstanding any other provision of this Agreement, the provisions of Sections 14, 15 and 16 shall survive the termination or expiration of this Agreement.

SECTION 28. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than **COMMISSION** and **SERVICE PROVIDER**.

SECTION 29. LIMITATION OF LIABILITY. To the fullest extent permitted by law, **SERVICE PROVIDER'S** total liability for any and all claims, losses, damages and expenses resulting in any way from this Agreement shall not exceed the total compensation received by **SERVICE PROVIDER** under the applicable Scope of Services notwithstanding the fault, tort (including negligence), strict liability or other basis of legal liability of the **SERVICE PROVIDER** and shall extend to its officers, directors, employees, licensors, agents, subcontractors, vendors and related entities.

SECTION 30. CONSEQUENTIAL DAMAGES. Notwithstanding any provision in this Agreement to the contrary, and to the fullest extent permitted by law, **SERVICE PROVIDER** shall

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not be liable to **COMMISSION** for loss of profits, revenue, use, opportunity, and goodwill; cost of substitute facilities, goods, and services; cost of capital; and increased operating costs.

SECTION 31. ENTIRE AGREEMENT. This Agreement, including Exhibits "A" and "B" constitutes the entire agreement between **COMMISSION** and **SERVICE PROVIDER** with respect to the services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

SECTION 32. JOINT PREPARATION. Preparation of this Agreement has been a joint effort of **COMMISSION** and **SERVICE PROVIDER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

COMMISSION:

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

By: Efren Chavez
DocuSigned by:
Efren Chavez
2B0F79A4AA05436...
Director of Finance/CFO

ATTEST: DocuSigned by: Maureen Lynch
7C18E379FB484BE...

By: Scott Heil
DocuSigned by:
Scott Heil
89AA2A20A67D48A...
Director of Department

SERVICE PROVIDER:

By: DCh

Its: Chief Financial Officer

ATTEST: Linda A Steele

Its: Contract Support

(CORPORATE SEAL)

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EXHIBIT "A": SERVICES TO BE PROVIDED

SCOPE OF WORK

The UCNSB Water Resources Department is seeking bids from qualified contractors to collect, haul, treat, and dispose of the wastewater sludge (a.k.a. "bio-solids") generated by the UCNSB Water Reclamation Facility (WRF) located at 3119 SR 44 New Smyrna Beach, FL 32168. This agreement will be for one year with the option to renew for three additional one-year periods. Price increases/decreases will be considered at the end of each one-year period prior to renewal.

Our tertiary treatment plant produces and stores un-stabilized waste product in the 6% - 7% solids range. The plant is equipped with a filling station and equipment so that product can be filled into tankers. Contractors shall evaluate and bid on the costs to fill, transport, stabilize (if necessary), treat and/or dispose of per Contractor's FDEP permit and guidelines for contractor's facilities. The Contractor must own and control all equipment utilized to accomplish these tasks.

All Labor and materials required by the contractor to perform these tasks should be considered and included in the bid as an **all-inclusive cost per gallon**. The cost per gallon of bio-solids may be adjusted annually based on fuel adjustments. The fuel adjustments will only be considered upon contract renewal.

Copies of Contractor's DEP permits for disposal shall be submitted for consideration with the ITB. Prior to contract approval, the DEP permit will need to be updated and verified.

The contract will require closely coordinated efforts of plant personnel with the contractor to manage this process. ***Invoicing shall be based on UCNSB's flow meter at the sludge facility, meter accuracy is checked yearly.***

The Contractor shall provide a schedule of bi-weekly hauling of bio-solids from the WRF. Any adjustments to the schedule must be made in writing prior to the adjustment and agreed upon by the Vendor and the UCNSB.

In the event of the Contractor's equipment failure or breakdown, the Contractor will be responsible for providing necessary backup equipment to ensure a bi-weekly schedule and to prevent interruption of bio-solids removal from the WRF. The backup equipment shall not require any substantial configurational changes in the WRF's bio-solids loading station, or processing equipment.

Construction of the bio-solids improvements may interfere with this contract, the UCNSB will make considerations to allow for the thickening covered under this contract.

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All bids will be evaluated for cost and compliance with the applicable FDEP regulations from Chapter 62-640. Changes to the FDEP regulations will need to be complied with by the selected contractor.

The vendor will hold the UCNSB harmless against all claims, damages, regulatory citations, losses and expenses that may arise from receiving, transporting, treating, storage, and disposing of this product.

When the contractors FDEP permits are renewed, copies shall be forwarded to the UC within 30 days. The contractor will also supply the UC with copies of any relevant FDEP reports required for our files, in the course of this contract.

The Contractor's facility becomes the entity responsible for treatment and proper use of the product. The source facility (UCNSB WRF) will not be held responsible for treatment, management, use or land application violations.

3.2 WRF Production Statistics

Biosolids concentration	Gallons/year
7% Plant Thickened Product	3,000,000 or 900 dry tons

NOTE: Fluctuations in bio-solids production does occur. Fluctuations may be weather and tourist season dependent. The contractor understands bio-solids are produced 365 days a year. Existing holding tanks will be operated in the most effective manner for the management of both the WRF and the contracted services.

> Option II - Revinu to bring mobile dewatering equipment to the Water Reclamation Facility to dewater the liquid sludge. Utilizing a mobile screw press Revinu anticipates the resulting cake to be a minimum of 15%-17% solids. The biosolids are to be transported to a FDEP approved location.

Trip tickets shall be on a form acceptable to the UC and FDEP. The tickets shall form a chain of custody and allow proper accounting for the payment aspect as well.

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EXHIBIT "B": INSURANCE REQUIREMENTS

I. INSURANCE: Except as otherwise specified in this contract, the **SERVICE PROVIDER** and its subcontractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverage with limits set forth below with insurers and under forms of policies satisfactory to the **COMMISSION**. It shall be the responsibility of the **SERVICE PROVIDER** and its subcontractors to maintain adequate insurance coverage and to assure that subcontractors are adequately insured at all times. Failure of the **SERVICE PROVIDER** and its subcontractors to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.

The **SERVICE PROVIDER** and its subcontractors shall furnish to the **COMMISSION** such Certificates of Insurance or endorsements required by the provisions set forth herein, which Certificates of Insurance shall name the **COMMISSION** as Additional Insured. All Certificates of Insurance must be provided by an acceptable insurance carrier to the **COMMISSION** and that the carrier should have no less rating than A - X by A.M. Best and Company. **COMMISSION** reserves the right to accept or decline carrier providing coverage.

II. CERTIFICATES OF INSURANCE: At the time of the execution of this contract and each subcontract, but in any event, prior to commencing work, the **SERVICE PROVIDER** and its subcontractors shall furnish the **COMMISSION** with Certificates of Insurance as evidence that the policies providing the required coverages and limits of insurance are in full force and effect. The Certificates shall provide that any company issuing an insurance policy for the work under this contract shall provide not less than thirty (30) days' advance notice to the **COMMISSION** in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, the **SERVICE PROVIDER** shall immediately provide written notice to the **COMMISSION** upon receipt of notice of cancellation of an insurance policy or a decision to terminate or alter any insurance policy. All Certificates of Insurance shall clearly state that all applicable requirements have been satisfied including certification that the Comprehensive General Liability policies are of the "occurrence form". Certificates of Insurance for **SERVICE PROVIDER** and subcontractor-furnished insurance and notices of any cancellations, terminations, or alterations of such policies shall be mailed to the **COMMISSION**'s office, ATTN: Materials Manager, at P.O. Box 100, New Smyrna Beach, Florida 32170-0100.

III. ADDITIONAL INSUREDS: All insurance coverages (except Workers' Compensation and Professional Liability) furnished under this contract shall include the **SERVICE PROVIDER**, the **COMMISSION** and its commissioners, officials, directors, officers, agents, and employees as Additional Insured's with respect to the activities of the **SERVICE PROVIDER** and its subcontractors.

These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provisions of these policies, the insurance afforded shall apply separately to each insured, named insured, or Additional Insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured, or Additional Insured as though a separate policy had been issued to each, except the insurer's liability shall not be

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increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named.

IV. WAIVER OF SUBROGATION: The **SERVICE PROVIDER** and its subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the **COMMISSION**, its commissioners, officials, directors, officers, agents, and employees.

V. COMPREHENSIVE GENERAL LIABILITY: This insurance shall be an occurrence-type policy written in comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured's against all claims arising from bodily injury, sickness, disease, or death of any person other than the **SERVICE PROVIDER's** employees or damage to property of the **COMMISSION** or others arising out of the act or omission of the **SERVICE PROVIDER** or its subcontractors or their agents, employees, or subcontractors. This policy shall include protection against claims insured by usual Personal Injury Liability coverage and an endorsement (Protective Liability) to insure the contractual liability assumed by the **SERVICE PROVIDER** and its subcontractors under the Section entitled "Indemnification," as well as Completed Operations, Products Liability, Contractual Liability, Broad Form Property Coverage, Premises/Operations, and Independent Contractors.

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VI. COMPREHENSIVE AUTOMOBILE LIABILITY: This insurance shall be written in the comprehensive form and shall protect the **SERVICE PROVIDER** and its subcontractors and the Additional Insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability shall not be less than:

Combined Single Limit: $1,000,000 per claim and annual aggregate of $2,000,000.

VII. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY: The insurance shall protect the **SERVICE PROVIDER** and its subcontractors against all claims under applicable state workers' compensation laws. The insured shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an all-states endorsement. The liability limits shall not be less than:

Workers' Compensation: Statutory

Employers' Liability: $100,000 each accident;
$500,000 disease policy limit;
and
$100,000 disease, each employee.

VIII. PROFESSIONAL LIABILITY: Professional Liability insurance shall be provided in an amount of $100,000.

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 No. 22-26 approving a 3-month extension of an agreement between the Utilities Commission, City of New Smyrna Beach, FL and Revinu, Inc. for the disposal of biosolids which will extend the agreement term beyond 4 years.

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):

The ordinance renews an agreement with Revinu, Inc., for an additional three months to ensure that the continuity of the essential public service of biosolid disposal while the "screw press project" is completed, at which time on-site treatment will no longer be necessary.

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):

None.

ORDINANCE NO. 22-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH APPROVING A 3-MONTH EXTENSION OF AN AGREEMENT BETWEEN THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, AND REVINU, INC., FOR THE DISPOSAL OF BIOSOLIDS WHICH WILL EXTEND THE AGREEMENT TERM BEYOND 4 YEARS; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Utilities Commission, City of New Smyrna Beach, Florida (the "Utilities Commission") entered into an agreement on March 29, 2022 with Revinu, Inc., for the disposal of biosolids at the Utilities Commission's Water Reclamation Facility (the "WRF"); and

WHEREAS, the agreement is expiring on March 31, 2026; and

WHEREAS, a project commonly referred to as the "screw press project" is currently underway at the WRF and, once completed, will eliminate the need for on-site biosolids treatment; and

WHEREAS, due to delays in completion of the screw press project, it is necessary to extend the existing agreement with Revinu, Inc., for a limited period of 3 months to ensure continuity of essential public services; and

WHEREAS, approval of the proposed 3-month extension will cause the total term of the agreement to exceed 4-years and pursuant to Sec. 8.09 of the City Charter of the City of New Smyrna Beach, any Utilities Commission agreement extending beyond 4 years must be approved by ordinance of the City Commission; and

WHEREAS, the City Commission finds that extending the agreement for an additional 3 months is in the best interests of the City and its residents.

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

SECTION 1: Approval of Extension. The City Commission hereby approves a 3-month extension of the Agreement for Disposal of Biosolids between the New Smyrna Beach Utilities Commission and Revinu, Inc., extending the expiration date of the Agreement beyond 4 years and through June 30, 2026.

SECTION 2: Conflicting Ordinances. All ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 3: Severability. 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 4: Effective Date. This ordinance shall take effect immediately upon its final passage.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 2/17/2026

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

ORDINANCE NO. 23-26: CONDUCT A FIRST READING OF AN ORDINANCE, WHICH, IF ADOPTED, UPON THE SECOND READING AND PUBLIC HEARING, WOULD ALLOW FOR PORTE COCHERES TO BE LOCATED IN THE CITY, AND TO PROVIDE A DEFINITION FOR PORTE COCHERES. ZT-11-25

March 10, 2026

Background:

A. Applicant: Kevin Schweitzer, 880 Catfish Avenue, New Smyrna Beach, FL 32169

B. Request: Approval of Zoning Text Amendment (ZTA) to Section 201.00 of the City's Land Development Regulations (LDR), to provide a definition of Porte Cochere, and add regulations to LDR Section 804.00 to provide regulations for Porte Cocheres

C. Exhibits used in this report:

Exhibit A: Applicant's version of ZTA showing to LDR Section 804.00 and new definition of porte cochere in 201.00

Exhibit B: Version of ZTA recommended for approval by Development Services and P&Z

Exhibit C: Maps of R-1 zoning districts throughout the city

Exhibit D: Concept Plan
Exhibit E: Depiction of porte cochere

Findings:

A. The Planning and Zoning Board voted 5-0 to recommend the City Commission approve this zoning text amendment regarding porte cocheres at their February 2, 2026 meeting, with two noteworthy recommended changes to the proposed language.

B. The original zoning text amendment was on the January 5, 2026 P&Z agenda but was continued to the February 2, 2026 meeting as changes were being proposed in the lead up to the meeting. The original proposal limited porte cocheres to the R-1 Single-Family Residential District. After further consideration, allowing a porte cochere in any residential zoning district that can meet the 100 feet of frontage width and regulations for setbacks would allow more of the city's residents to potentially have a porte cochere, if they are able to meet certain minimum regulations. Because the new regulations no longer pertain solely to properties in the R-1 Single Family Zoning District, the proposed

regulations are proposed to be included in LDR Section 804.03 Miscellaneous supplemental regulations.

C. At the February 2, 2026 Planning and Zoning Board meeting the Board recommended changing the regulation limiting the height of a porte cochere from 19.0' to simply not allowing porte cocheres to be taller than the primary structure, which the applicant found acceptable. Thus the proposed language has been changed to support the height of the porte cochere being no taller than the primary structure. One regulation the Board and Development Services had a difference of opinion regarding is the front setback for porte cocheres. The applicant proposes to allow the columns of porte cocheres to be as close as 10.0' from the front property line, and the overhang to be as much as 3.5', bringing the closest point of the porte cochere to 6.5' from the front property line. The Board and Development Services recommends the closest a porte cochere could be to the front property line- including roof and gutters- is 10.0' from the front property line.

D. This proposed zoning text amendment is a private application. The applicant is a local architect that stated that he has had multiple inquiries from homeowners that are interested in having a porte cochere. However, because of the setback regulations, that has generally proven to be not possible due to building setback requirements. The proposed amendment would allow the construction of porte cocheres within the 35 foot front yard setback in residential zoning districts. The proposed language was provided by the applicant, with some modification from New Smyrna Beach Utilities (NSBU) and the city's planning and engineering departments.

E. The **applicant** suggests the following regulations be applied to all properties that want to construct a porte cochere in a residential zoning district. These include:

804.04 *Regulations pertaining to porte cocheres in residential zoning districts.*

(1) Porte cocheres are permitted on parcels at least 100 feet wide.

(2) Porte cocheres must be at least 35 feet from a side property line.

(3) On parcels with overhead utility lines porte cocheres must be at least 10 feet from the front property line. This measurement includes the furthest extent of roof/gutter with overhead utility lines. When considering a property with an existing circular driveway and without overhead utility lines, the roof overhang setback can be as close as 6.5 feet from the front property line, with the columns at least 10 feet from the front property line.

(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

F. As noted above, staff differs with the applicant on the third requirement (3), above- "On parcels with overhead utility lines porte cocheres must be at least 10 feet from the front property line. This includes the furthest extent of roof/gutter with overhead utility lines. Without overhead utility lines, the setback can be as close as 6.5 feet from the front property line, with the columns at least 10 feet from the front property line." This amounts to a 28.5' encroachment into the 35.0' setback, or 6.5'. This is closer than the front and side yard setback requirements for the City's R-1 and R-2 residential zoning districts. Frequently NSBU requires, or already has, utilities within this setback as well, and they need to get machinery in this area. A roof 6.5' from the property line could interfere with the ability to access the utilities. While this would only include the roof, it is 28.5 feet into the 35 foot setback. The first ten feet of a property is occasionally used by New Smyrna Beach Utilities for either overhead or underground utilities. While the applicant is willing to accept that in some instances a porte cochere will not be possible due to the presence of utilities, This is less than the side and rear yard setbacks the 10 foot setback that is required from the rear of side yards, and would be in the most conspicuous part of the house. Staff supports a setback of 10 feet for the closest point of a porte cochere from the front property line. The applicant's proposed language for the zoning text amendment is included as **Exhibit A** and Development Services staff is included as **Exhibit B**.

G. In addition to the language proposed above, a definition for porte cochere must be added to the LDR as well. The Merriam Webster Dictionary's definition for porte cochere as "a roofed structure extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles." This definition is accurate, however, it needs language added that does not allow for a porte cochere to ever become enclosed, thus the proposed definition is **Porte Cochere: A roofed structure, without walls, extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.** This definition should be added to LDR Section 201.00 if this ZTA is approved. The applicant and Development Services agree on the proposed language.

H. While not a Porte Cochere, the R-1 and R-2 zoning regulations do allow open front porches in the front yard setback up to 10.0' (25.0' from the front property line), provided that:

- Open front porch shall not be enclosed in any manner.
- Open front porch must be open wall construction without screen.
- Open front porch shall have a similar roofing material as the primary structure.
- Open front porch front building line shall be measured from the vertical support column.

F. New Smyrna Beach Utilities weighed in on the proposed porte cochere zoning text amendment. When overhead utility lines are present, NSBU requests a 10.0'-wide utility easement from the lines, meaning that this will dictate how close a porte cochere overhang can be located. Thus, in the presence of utilities in the ROW, or other utilities are present, they request an easement so that any structure or improvement will not interfere with their ability to maintain said power lines or utilities.

G. The bulk of the properties that will meet the minimum requested standards are in the R-1 zoning district, thus the original exhibits that depicted the R-1 zoning districts throughout the city are still helpful. Please see **Exhibit C** for a depiction of the areas throughout the city which have R-1 zoning districts. On the beachside, the R-1 houses are largely along the ocean and river, with a few pockets in the Sea Woods development. Along the north causeway, there is a section to the south along the river that contains a strip of R-1, and most of the Venezia neighborhood. On the mainland there are sections of R-1 along the river and along sections of Faulkner Street. All of the parcels in these areas can potentially have Porte Cocheres, provided they meet the minimum dimensional requirements noted earlier in the staff report. In addition, the R-2 zoning district requires a 75 foot wide lot width. Many houses were developed on two 50 foot wide platted lots, and would meet the proposed width requirement for porte cocheres. Instead of limiting porte cocheres to just the R-1 zoning district, allowing houses that might meet the proposed minimum regulation does provide property owners more design options when building a home.

III. Recommendation

Development Services, the Planning and Zoning Board, and the applicant support the

proposed definition of porte cochere to be added to Section 201.00 of the LDR, below.

Porte Cochere: A roofed structure, without walls, extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

The recommendation is to **approve** the addition of the definition of **porte cochere** to Section 201.00.

As noted above, the Planning and Zoning Board, the applicant, and Development Services support the revised language to require porte cocheres to be no taller than the primary structure. Development Services and the Planning and Zoning Board have issue with the third regulation regarding the front yard setback. **Staff's recommendation is to approve the version below, which is also included as Exhibit B**. NOTE: The difference is the applicant requests that porte cocheres be allowed within 6.5 feet of the front property line, with columns no closer than 10.0', and the proposed language below, requiring the entire porte cochere to be at least 10.0' from the front property line. Development Services and the Planning and Zoning Board recommend the following language:

804.04 Regulations pertaining to porte cocheres in residential zoning districts.

(1) Porte cocheres are permitted on parcels at least 100 feet wide.

(2) Porte cocheres must be at least 35 feet from a side property line.

(3) Porte cocheres must be at least 10 feet from the front property line. This measurement includes the furthest extent of the roof/gutter.

(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

The applicant's recommended language is included below:

804.04 *Regulations pertaining to porte cocheres in residential zoning districts.*

(1) Porte cocheres are permitted on parcels at least 100 feet wide.

(2) Porte cocheres must be at least 35 feet from a side property line.

(3) On parcels with overhead utility lines porte cocheres must be at least 10 feet from the front property line. This measurement includes the furthest extent of roof/gutter with overhead utility lines. When considering a property with an existing circular driveway and without overhead utility lines, the roof overhang setback can be as close as 6.5 feet from the front property line, with the columns at least 10 feet from the front property line.

(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Shane Corbin - Developmental Services Director

Attachments:

Exhibit A Applicant's language for ZTA.pdf
Exhibit B Recommended language for ZTA.pdf
Exhibit C East and West maps R1 zoning.pdf
Exhibit D Concept Plan.pdf
Exhibit E Depiction of port cochere.pdf
Business Impact Estimate - Ord 23-26 LDR Amendment Porte Cocheres.pdf

Ord 23-26 LDR Amend Porte Cocheres.pdf

Exhibit A

201.00.- General Definitions

.....

Plat. A map or drawing depicting the division of land into lots, blocks, parcels, tracts, sites, or other divisions.

Pole lighting. Light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Porte Cochere. A roofed structure, without walls, extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Premises. A parcel or lot of property, or any combination of parcels or lots; except that in the case of a business having in excess of 250 feet of continuous road frontage, in which such case, each 250 feet of road frontage shall constitute one premises for the purpose of this ordinance. For example. A new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this ordinance.

804.04 Regulations pertaining to porte cocheres in residential zoning districts.

(1) Porte cocheres are permitted on parcels at least 100 feet wide.

(2) Porte cocheres must be at least 35 feet from a side property line.

(3) On parcels with overhead utility lines porte cocheres must be at least 10 feet from the front property line. This measurement includes the furthest extent of roof/gutter with overhead utility lines. When considering a property with an existing circular driveway and without overhead utility lines, the roof overhang setback can be as close as 6.5 feet from the front property line, with the columns at least 10 feet from the front property line.

(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

** This is the differing criterion from the City's recommendation.

Exhibit B

201.00.- General Definitions

.....

Plat. A map or drawing depicting the division of land into lots, blocks, parcels, tracts, sites, or other divisions.

Pole lighting. Light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

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(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

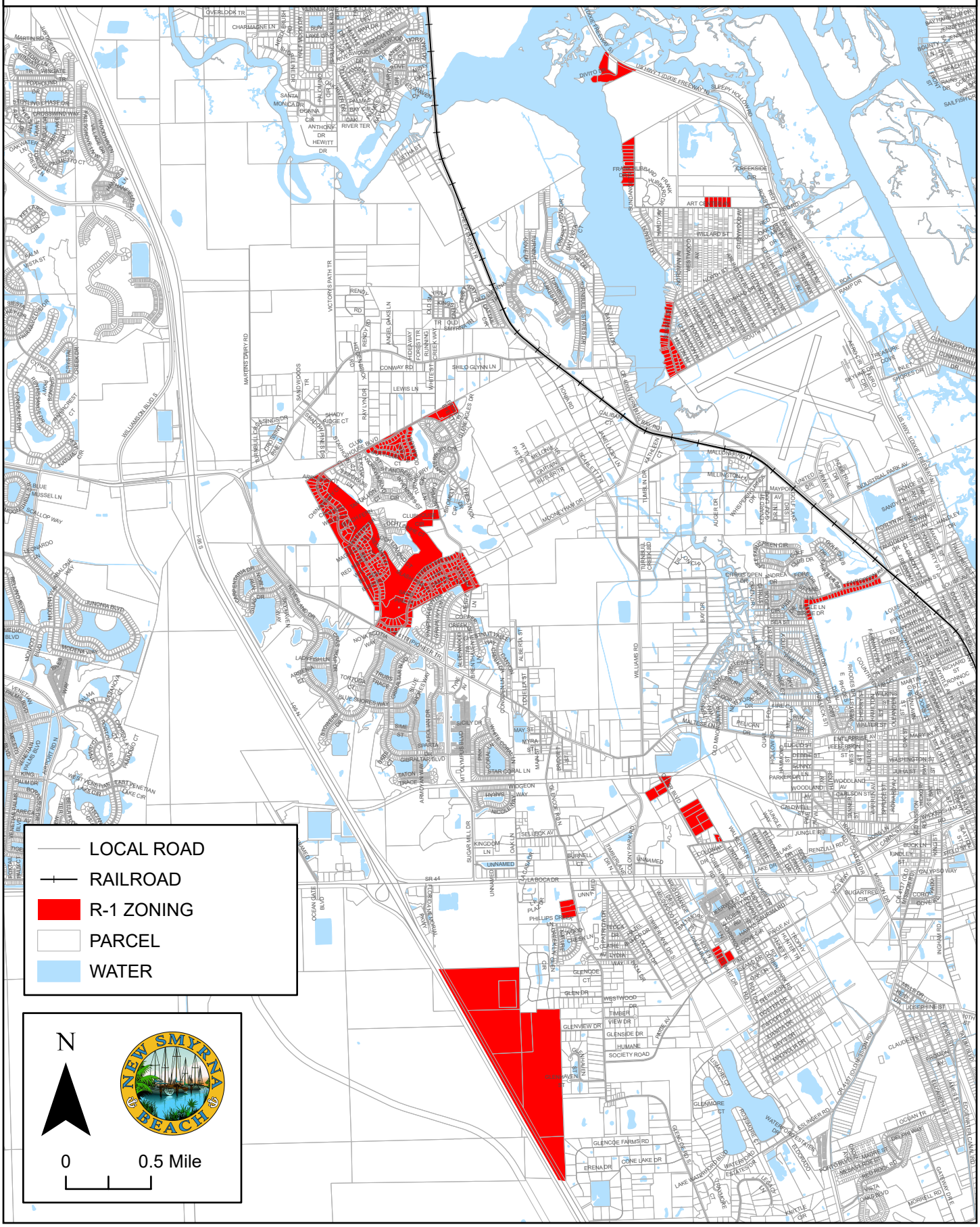
(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

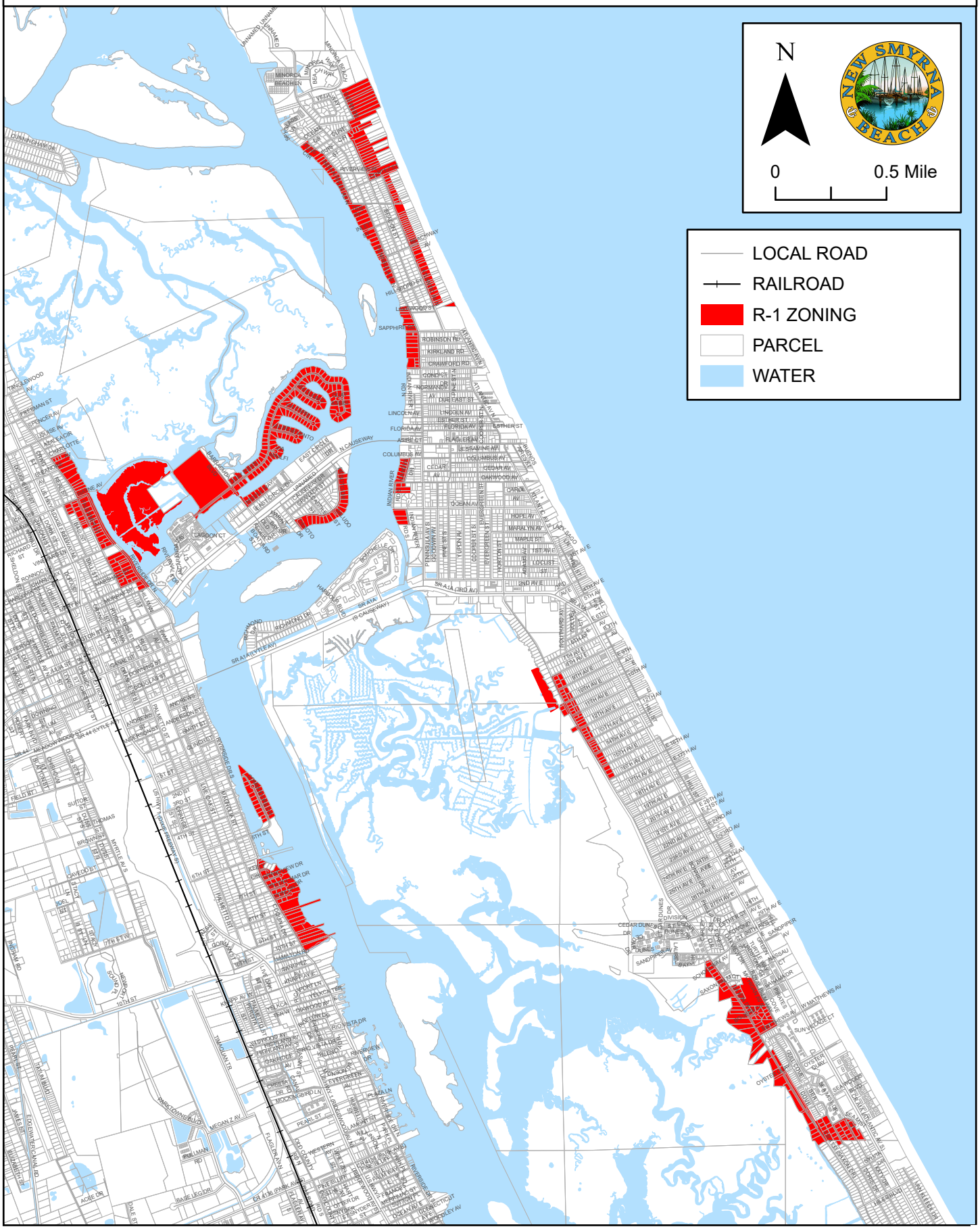
(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

** This is the criterion that differs from the applicant's recommended language.

ZT-11-25: R-1 ZONING
WESTERN SECTION



ZT-11-25: R-1 ZONING
EASTERN SECTION




HIP WITHOUT
OVERHANG

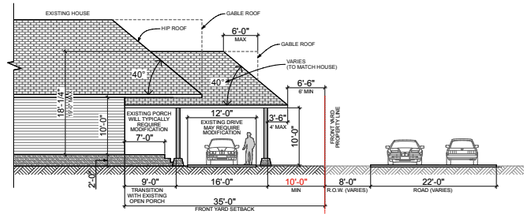

HIP WITH
OVERHANG


GABLE WITHOUT
OVERHANG


GABLE WITH
OVERHANG

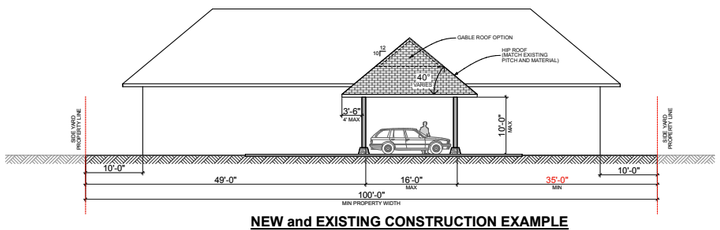






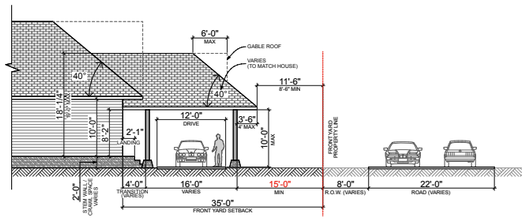
EXISTING CONSTRUCTION EXAMPLE

10'-0" PORTE COCHERE SETBACK



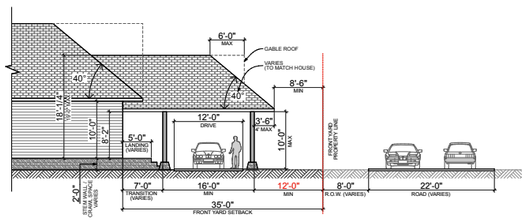
NEW and EXISTING CONSTRUCTION EXAMPLE

35'-0" PORTE COCHERE SIDE YARD SETBACK



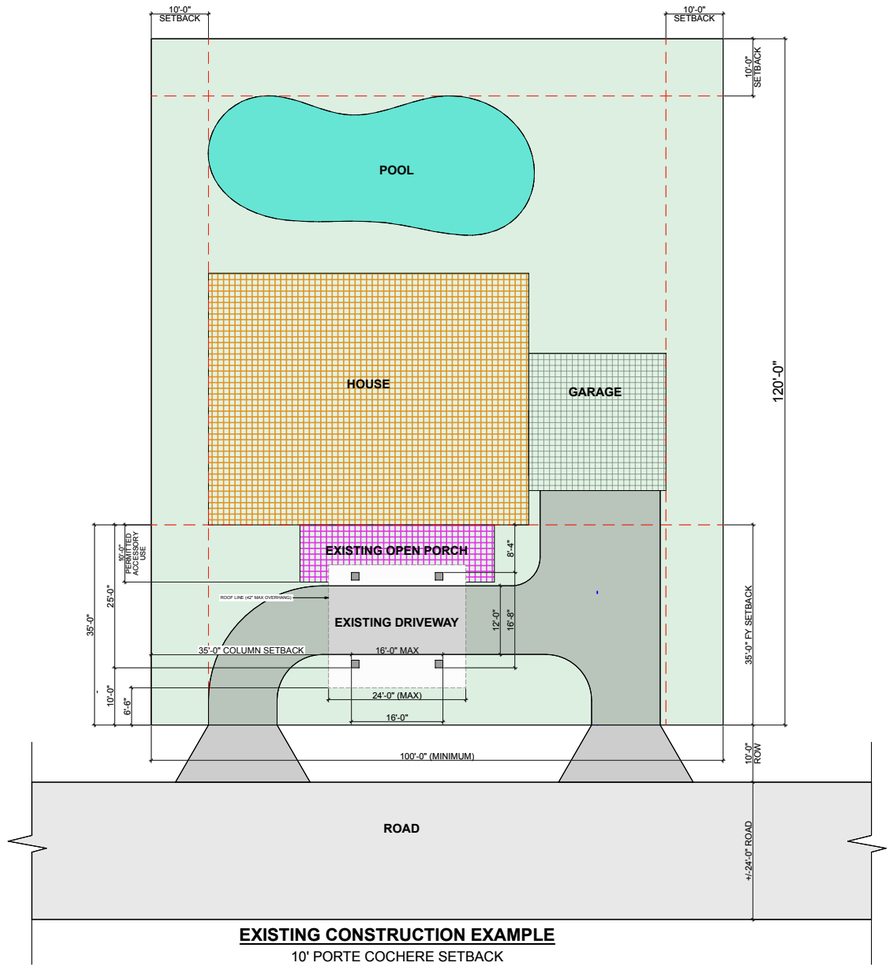
NEW CONSTRUCTION EXAMPLE

15'-0" PORTE COCHERE SETBACK



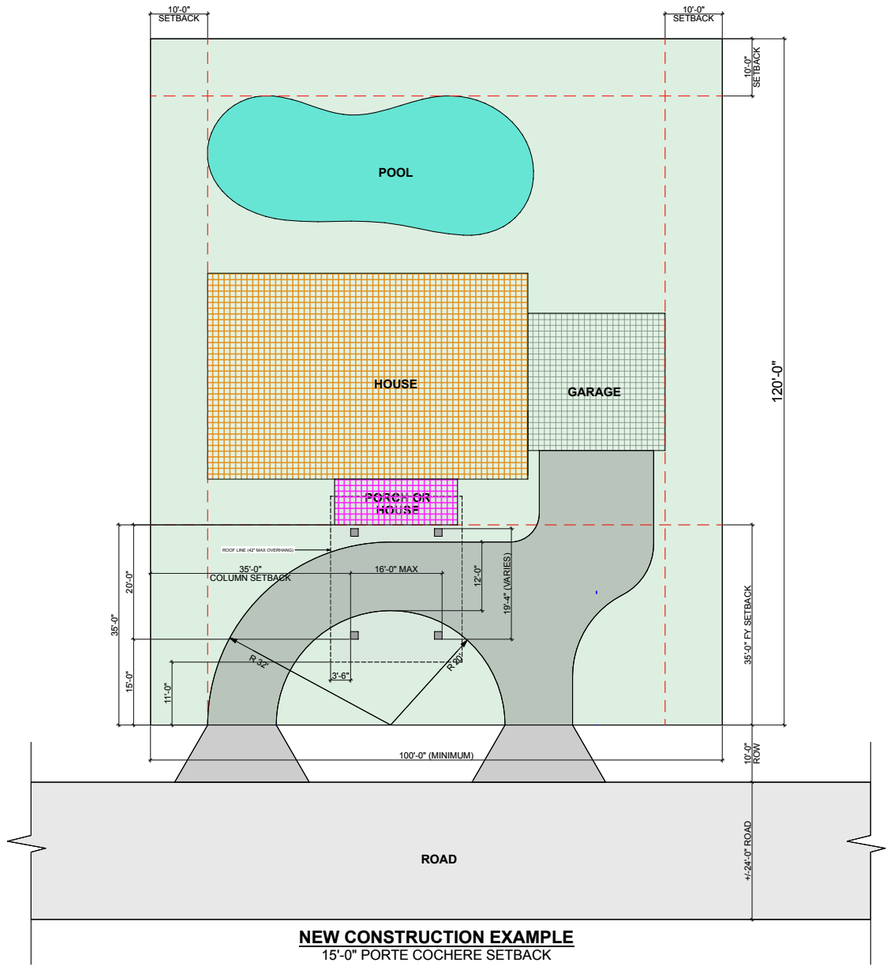
NEW CONSTRUCTION EXAMPLE

12'-0" PORTE COCHERE SETBACK



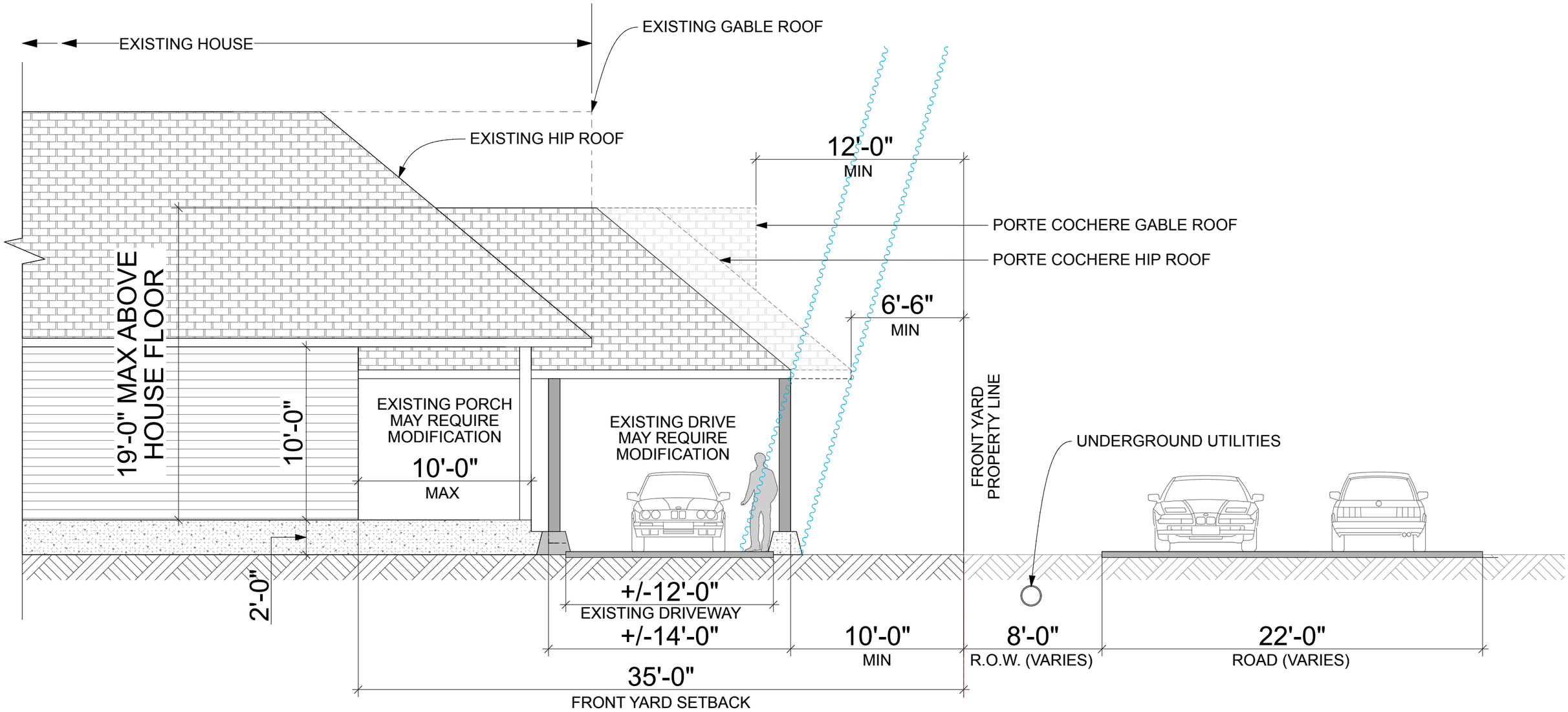
EXISTING CONSTRUCTION EXAMPLE

10' PORTE COCHERE SETBACK



NEW CONSTRUCTION EXAMPLE

15'-0" PORTE COCHERE SETBACK



EXISTING HOME WITH UNDERGROUND UTILITIES AND EXISTING PORCH IN FRONT YARD SETBACK AND EXISTING HORSESHOE DRIVEWAY

10'-0" PORTE COCHERE COLUMN SETBACK

6'-6" ROOF OVERHANG SETBACK

12'-0" GABLE SETBACK

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 23-26 Providing for regulations related to porte cocheres.

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):

To provide for regulations related to porte cocheres.

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):
[*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.*).

None

ORDINANCE NO. 23-26

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE II, DEFINITIONS, SECTION 201.00, GENERAL DEFINITIONS, TO ADD A DEFINITION FOR PORTE COCHERES; AMENDING ARTICLE VII, SUPPLEMENTARY REGULATIONS, TO ADD SECTION 804.04, TO PROVIDE FOR REGULATIONS RELATED TO PORTE COCHERES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Schweitzer, 880 Catfish Avenue, New Smyrna Beach, Florida 32168, has requested administrative text amendments to the Land Development Regulations to provide a definition for porte cocheres; and

WHEREAS, the Planning and Zoning Board, at its regular meeting on February 2, 2026, by a vote of 5-0, recommended that the City Commission approve the text amendments; 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 Land Development Regulations 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 Land Development Regulations, Article II, Definitions, Section 201.00, General Definitions, 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 [...].)**

ARTICLE II DEFINITIONS

Except where specific definitions are used within a specific article or section of this LDR for the purpose of such sections, the following terms, phrases, words, and their derivations shall have the meaning given herein when not inconsistent with the context.

Any words not specifically defined within this LDR shall assume the meaning as indicated in "Merriam-Webster's Collegiate Dictionary, Eleventh Edition, Copyright 2014, by Merriam-Webster, Inc.

201.00. General definitions.

The following definitions shall apply to these regulations in general unless superseded by a definition pertaining to a specific article as indicated in sections 202.00 through 207.00 of these regulations:

...

Plat. A map or drawing depicting the division of land into lots, blocks, parcels, tracts, sites, or other divisions.

Pole lighting. Light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Porte Cochere. A roofed structure, without walls, extending from the entrance of a building over an adjacent driveway and sheltering those getting in or out of vehicles.

Premises. A parcel or lot of property, or any combination of parcels or lots; except that in the case of a business having in excess of 250 feet of continuous road frontage, in which such case, each 250 feet of road frontage shall constitute one premises for the purpose of this ordinance. For example. A new car dealership with 500 feet of road frontage would constitute two premises for the purpose of this ordinance.

...

SECTION 2. ***Amendment.*** That New Smyrna Beach Land Development Regulations, Article VII, Supplementary Regulations, 804.04, Regulations pertaining to porte cocheres on residential zoning districts, 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 [...].)**

ARTICLE VIII. - SUPPLEMENTARY REGULATIONS

...

804.04 Regulations pertaining to porte cocheres in residential zoning districts.

(1) Porte cocheres are permitted on parcels at least 100 feet wide.

(2) Porte cocheres must be at least 35 feet from a side property line.

(3) Porte cocheres must be at least 10 feet from the front property line. This measurement includes the furthest extent of the roof/gutter.

(4) Porte cocheres must be no taller than the primary structure.

(5) Porte cocheres must be no wider than 25 feet from edge of roof/gutter.

(6) Porte cocheres must remain open air. No screening or walls may be constructed within the required front yard setback.

(7) Porte cocheres must have a similar roofing material and style as the rest of the house.

(8) The primary structure must be at least 35 feet from the front property line, regardless of zoning district.

SECTION 3: ***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 4: ***Public Hearings***. That public hearings considering the adoption of this ordinance were held March 24, 2026, at 5:30 p.m. in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida after notice is found to comply with §166.041(3)(c), 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 take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 3/2/2026

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

APPOINTMENT: CONSIDER THE APPOINTMENT OF TWO MEMBERS FOR TWO-YEAR TERMS AND THREE MEMBERS FOR THREE-YEAR TERMS TO SERVE ON THE ECONOMIC DEVELOPMENT ADVISORY BOARD.

March 10, 2026

Background:

The Economic Development Advisory Board of the City of New Smyrna Beach (EDAB) is an advisory committee appointed by the City Commission to provide recommendations to the City Commission and City Manager. Consisting of members from diverse industries and areas of the city, the EDAB focuses on improving the business environment, enhancing productivity, and supporting economic growth. Its purpose is to offer expertise, experience, and resources to recommend on expanding and diversifying the commercial and industrial sectors, as well as contributing input on commercial redevelopment and revitalization efforts.

The EDAB acts in an advisory capacity to the City Commission and City Manager on economic development; and in matters related to business activities in the development of and in matters related to the Comprehensive Economic Development Strategy (CEDS).

Findings:

Establishment:

The EDAB shall have five (5) voting members. Each member shall be appointed by City Commission for a term of three (3) years and shall be subject to removal as set forth by City Commission. The terms of appointment shall be staggered. To begin, two members will have two-year terms and three members will have three-year terms. Thereafter, members shall serve three-year terms.

Eligibility:

To be eligible for appointment, a prospective member shall be a resident of the City of New Smyrna Beach, work within the City, represent a targeted initiative or goal that is identified in the City of New Smyrna Beach Comprehensive Economic Development Strategic Plan or own or represent property or business interests within the City of New Smyrna Beach. Up to two (2) positions on the Board may be filled by members not meeting the aforementioned criteria, provided such appointment is justified based on the individual's qualifications, determined by three (3) affirmative votes of the Board.

Organization & Operations:

Election of Officers

A. Chair

1. The Chair shall serve as the presiding officer at all meetings and hearings of the EDAB and appoint any committees from the EDAB membership that are deemed necessary.

2. The Chair shall be elected by a majority of the voting membership at the annual organizational meeting for a one (1) year term. The Chair shall be eligible for re-election.

B. Vice Chair

1. The Vice Chair shall be elected by the EDAB from among its regular members in the same manner as the Chair and shall be eligible for re-election.

2. The Vice Chair shall serve as acting Chair in the absence of the Chair and at such times shall have the same powers and duties of the Chair.

3. In the event of death, resignation, or removal from office of the Chair, the Vice Chair shall perform the various duties until such time the EDAB shall elect a new Chair and Vice Chair.

4. A quorum shall consist of three (3) members. All recommendations and actions of the Board shall require an affirmative vote of a majority of the members present.

C. Other Presiding Officers

The members of the EDAB may select an additional member to preside over the meeting(s) in the absence of the Chair and Vice Chair.

Powers and Duties:

A. The EDAB shall exercise the following powers and duties:

1. Formulate plans for the use and development of property designated for commercial and industrial development. Said plans shall be submitted to City Commission as recommendations and presentations shall include staff comments.

2. Promote the City of New Smyrna Beach as a prospective site for business and industrial development, provided that no expenses for advertising or other promotional methods shall be incurred without prior approval of City Commission, unless specifically identified under the economic development line item of the current budget.

3. Cooperate with and assist provide interests that wish to develop new or expand existing businesses in the City of New Smyrna Beach.

4. Carry out preliminary discussions for the purpose of attracting business and industry to the City of New Smyrna Beach. All negotiations shall be done in conjunction

with City Commission and shall be subject to final approval of City Commission.

5. To adopt rules of procedure consistent with applicable City Commission resolutions and approved for legal form and correctness by the City Attorney.

6. Limitations of the Board: The Board shall not have the authority to bind the City of New Smyrna Beach to any contract or document, nor shall the Board have the power to incur any bonded indebtedness, nor to issue revenue bonds, nor shall it have the power of eminent domain.

Motion to approve appointments of members to the Economic Development Advisory Board.

Fiscal Analysis:

No member of the EDAB shall receive compensation for their service.

Strategic Plan Item:

No

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

Aaron Denys EDAB Application.pdf
Cristal Dongilli EDAB Application.pdf
Jessica Wilber EDAB Application.pdf
Joshua Champion EDAB.pdf
Selby Sullivan EDAB Application.pdf
Resolution No. 24-25 Creation of Economic Developement Advisory Board.pdf

Boards & Commissions Application

Profile

Aaron
First Name

Denys
Last Name

aaron.denys@icloud.com
Email Address

2500 SR 44 #1341
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (386) 847-9311
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

(•) Yes ( ) No

What zone do you live in? *

[x] Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

3 Years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

( ) Yes (•) No

If yes, please provide amplifying information.

Educational Background

High School

NA / Home Schooled

College(s)

Daytona State College

Degrees held

Bachelor in Supervision and Management

Upload a Resume

Work Experience

Berlin & Denys Insurance
Employer

Marketing Manager
Job Title

Please describe your work experience, if any.

Marketing, public events, graphic design, crm design.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

(•) Yes ( ) No

If yes, which Board and when were you appointed?

Code Compliance Board.

Please describe any community board, groups or events you have been involved with:

Served on the NSB Code Compliance Board for the last two years. Served as treasurer of the Southeast Volusia Kiwanis Foundation. Former ambassador for S.E.V. Chamber of Commerce. Through my work, have attended hundreds of public events throughout Central Florida.

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

( ) Yes (•) No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I love my town and want to serve!

References

Name of Reference #1 (Please do not list current elected officials)

Samantha Bergeron

Address of Reference #1

2489 Timber View Drive 32168

Telephone Number of Reference #1

386-290-0585

Email address of reference #1

sbergeron@cityofnsb.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Judy Reiker

Address of Reference #2

464 Bouchelle Drive #304 32169

Telephone Number of Reference #2

3866895531

Email Address of Reference #2

judy.reiker@outlook.com

Nature of your relationship (business/personal).

business

Name of Reference #3 (Please do not list current elected officials)

Bonnie Hand

Address of Reference #3

1840 turnbull lakes drive 32168

Telephone Number of Reference #3

317-517-5552

Email address of Reference #3

bk.hand2@yahoo.com

Nature of your relationship (business/personal).

business

Boards & Commissions Application

Profile

Cristal
First Name

Dongilli
Last Name

cristalswave@live.com
Email Address

814 Maralyn Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Home: (386) 314-1171
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

26 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lake Brantley High School

College(s)

Daytona State

Degrees held

AA

Upload a Resume

Work Experience

Self
Employer

CEO
Job Title

Please describe your work experience, if any.

CEO of Chase Components LLC located within NSB City limits. Also, president/owner of the Bowman Center (501 S Dixie Freeway)

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

◉ Yes ○ No

If yes, please provide amplifying information.

I purchased and utilized CRA grant for the redevelopment of 501 S Dixie Freeway 32168

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I feel I can assist and help with directing economic decisions as I am a successful business owner plus a successful property owner.

References

Name of Reference #1 (Please do not list current elected officials)

Jimmie Kaye Walker

Address of Reference #1

2428 Glencoe Rd NSB 32168

Telephone Number of Reference #1

3868468755

Email address of reference #1

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Jenny Wischmeier

Address of Reference #2

353 Desoto Dr NSB 32169

Telephone Number of Reference #2

3863143897

Email Address of Reference #2

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Jennifer Botting

Address of Reference #3

814 E 23rd Ave NSB 32169

Telephone Number of Reference #3

3866901616

Email address of Reference #3

Nature of your relationship (business/personal).

Personal

Boards & Commissions Application

Profile

Jessica
First Name

Wilber
Last Name

jwilber@taktmanufacturingsolutions.com
Email Address

445 South Street
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Home: (321) 759-2000
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ◉ No

What zone do you live in? *

☑ Zone 3

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

1

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Melbourne High School

College(s)

Villanova University

Degrees held

BFA - Design and Technology MBA - Area of study Entrepreneurship Lean Six Sigma - Black Belt

RESUME_-__Jessica_L_Wilber_-_2026.pdf
Upload a Resume

Work Experience

TAKT Manufacturing Solutions
Employer

Owner / President
Job Title

Please describe your work experience, if any.

Business Development and Operations professional with over 16 years of manufacturing experience, leading teams to exceed revenue and profit goals. Proven track record of driving multimillion-dollar growth and national expansion. Specialized skills using B2B sales processes when selling to diverse-industry clients nationally. Strong command of national business protocols and experience conducting business with local executives across the United States. Expert relationship builder, channel developer, negotiator and sales strategist. Fields of expertise: Lean Six Sigma, Manufacturing, Power Transmission, Industrial Automation, Conveyors, Material Handling, Pneumatics, Hydraulics, Industrial Distribution, Machining, Assembly and Fabrication.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I am the Founder and CEO of TAKT Manufacturing Solutions, an aerospace and defense manufacturing company focused on strengthening the U.S. supply chain through precision manufacturing, strategic sourcing, and industry collaboration. My work centers on building sustainable manufacturing ecosystems that create jobs, support innovation, and ensure critical industries like aerospace and space systems have reliable domestic partners. As our company prepares to expand operations on Florida's Space Coast, I am deeply invested in the long-term economic vitality of New Smyrna Beach and the surrounding region. I am interested in serving on this board because I believe economic development is most effective when industry leaders actively participate in shaping it. The space and aerospace sectors are experiencing rapid growth, and our region is uniquely positioned to become a national hub for advanced manufacturing. I want to contribute my industry perspective, supplier network insight, and strategic growth experience to help attract, retain, and scale high-value companies that create skilled jobs and long-term economic stability. Equally important to me is workforce development. I am passionate about partnering with local educational institutions such as Daytona State College and Embry-Riddle Aeronautical University to strengthen talent pipelines so students graduate with clear career pathways here, not elsewhere. Retaining skilled graduates is essential to sustaining our industry's future, and I am committed to helping bridge the gap between education and employment. Serving on this board would allow me to align my professional mission with community impact; supporting smart growth, fostering innovation, and ensuring our region becomes a destination where advanced manufacturing companies launch, scale, and stay.

References

Name of Reference #1 (Please do not list current elected officials)

Paul Van Meter

Address of Reference #1

720 Seneca St Seattle, WA, 98101-2764 United States

Telephone Number of Reference #1

360-510-6160

Email address of reference #1

paul@proshoperp.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Cindy Godard

Address of Reference #2

573 S Arthur Avenue. Arvada CO

Telephone Number of Reference #2

9705022423

Email Address of Reference #2

cindy.godard@maverickrf.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

Andrew Igl

Address of Reference #3

Aurora, CO 80134

Telephone Number of Reference #3

206-999-2438

Email address of Reference #3

Aigl@taktmanufacturingsolutions.com

Nature of your relationship (business/personal).

Personal

Jessica L Wilber

7173 S. Havana St. #600 Centennial, CO 80112
321-759-2000 | jwilber@TAKTmanufacturingsolutions.com
https://www.linkedin.com/in/jessicawilbermba/

Business Development and Operations professional with over 16 years of manufacturing experience, leading teams to exceed revenue and profit goals. Proven track record of driving multimillion-dollar growth and national expansion. Specialized skills using B2B sales processes when selling to diverse-industry clients nationally. Strong command of national business protocols and experience conducting business with local executives across the United States. Expert relationship builder, channel developer, negotiator and sales strategist. Fields of expertise: Lean Six Sigma, Manufacturing, Power Transmission, Industrial Automation, Conveyors, Material Handling, Pneumatics, Hydraulics, Industrial Distribution, Machining, Assembly and Fabrication.

EDUCATION

MBA area of study: Entrepreneurship: Ashford University - Clinton, IA - June 2011
BFA in Design and Merchandising: International Academy of Design and Technology - Orlando, FL -September 2008
Black Belt - Lean Six Sigma - Certificate of Completion: Villanova University - Villanova, PA - April 2018
Green Belt - Lean Six Sigma - Certificate of Completion: Villanova University - Villanova, PA - November 2017
Lean - Six Sigma - Certificate of Completion: Villanova University - Villanova, PA - October 2017

EXPERIENCE

Owner / President *TAKT Manufacturing Solutions - Centennial, CO - September 2022 – Present*
Key Industries: Aerospace, Medical Device, Industrial and Space/Defense
Focus on long-range goals, strategies, plans and policies routinely exercising discretion and independent judgment in the performance of job duties. Accountable for the overall programmatic and fiscal integrity of the organization. 100% responsible for the success of our team here at TAKT. Responsible for sales, customer service and customer relationship management. Track new markets and emerging trends, recommend new products and services, propose, and develop new strategic partnerships, write proposals and plans, and guide long-term objectives to meet business needs and requirements. Develop, coordinate, and implement sales and marketing plans to meet company growth objectives. Understand the target markets, including industry, company, project, company contacts and which market strategies can be used to attract new customers. Develop and maintain departmental goals, budgets, sales targets.

Operations Manager *Focused on Machining - Louviers, CO - February 2022 – May 2022*
Implement, manage, and maintain a successful LEAN Program.
Implement, manage, and maintain a successful 5S Program
Manage the implementation and use of GEMBA, work with shop foreman to successfully implement and solve issues identified through GEMBA walks performed at regular intervals. Organize, conduct, and lead Planning meetings to ensure all departments know what is needed and are prepared for work coming into the shop to achieve employee and customer (Satisfaction) (Synergy). Manage WO's through the preprocessing checklist and planning stages. Delegate and manage non planning or checklists phases of the WO's like programming, machining, inspection, and outside processing to ensure customer (Satisfaction). Schedule, manage, and delegate, if necessary, all internal audits to meet AS9100 Standards. Plan and manage AS9100 external audits, delegate the necessary items for the audit to (Satisfy) the external auditor and ensure successful certification. Prepare team and schedule internal Management review meetings to ensure successful company direction and to meet the AS9100 standard. Implement, manage, and delegate the tooling module buildout in ProShop to allow the demand for tooling to be automated and not reliant on expertise and personnel. Ensure all team members understand their role and how it relates to use of ProShop. Delegate tasks to other managers to ensure their departments are utilizing ProShop accurately and efficiently.

Director of Business Development *Focused on Machining - Louviers, CO - August 2021 – May 2022*
Responsible for driving the company's business and increasing its revenue! Identify and develop new business opportunities; build and expand the presence of the company and its brands. Responsible for sales, customer service and customer relationship management. Track new markets and emerging trends, recommend new products and services, propose and develop new strategic partnerships, write proposals and plans, and guide long-term objectives to meet business needs and requirements. Develop, coordinate, and implement sales and marketing plans to meet company growth objectives. Understand the target markets, including industry, company, project, company contacts and which market strategies can be used to attract new customers. Develop and maintain departmental goals, budgets, sales targets, etc. ***Awards: NTMA Emerging Leader Award, National 2022.***

Sales Engineer *JM Grisley – Salt Lake City, Utah – August 2020 – August 2021*
Doosan Machine Tool Distributor. Prepare and deliver technical presentations explaining products or services to existing and prospective customers. Speak with customers and engineers to assess equipment needs and to determine system requirements. Collaborate with sales teams to understand customer requirements and provide sales support. Secure and renew orders and arrange delivery. Plan and modify products to meet customer needs. Recommend improved materials or machinery to customers, showing how changes will lower costs or increase production. Responsible for driving the company's business and increasing its revenue. Identify and develop new business opportunities; build and expand the presence of the company and its brands. Responsible for sales, customer service and customer relationship management. Develop, coordinate, and implement sales and marketing plans to meet company growth objectives. Understand

the target markets, including industry, company, project, company contacts and which market strategies can be used to attract new customers. Develop and maintain departmental goals, budgets, sales targets, etc. ***Awards: National Best in Sales September, 2020***

Director of Business Development *Reata Engineering & Machine Works - Englewood, CO - October 2019 to July 2020*
Key Industries: Aerospace, Medical Device, Industrial and Weaponry/Defense.
Responsible for driving the company's business and increasing revenue. Identify and develop new business opportunities; build and expand the presence of the company and its brands. Responsible for sales, customer service and customer relationship management. Track new markets and emerging trends, recommend new products and services, propose and develop new strategic partnerships, write proposals and plans, and guide long-term objectives to meet business needs and requirements. Develop, coordinate, and implement sales and marketing plans to meet company growth objectives. Understand the target markets, including industry, company, project, company contacts and which market strategies can be used to attract new customers. Develop and maintain departmental goals, budgets, sales targets, etc.

Operations Manager *Reata Engineering & Machine Works - Englewood, CO - January 2018 to October 2019*
Key Industries: Aerospace, Medical Device, Industrial and Weaponry/Defense.
Supervision, oversight and overall performance of the following departments: Production, Planning, Warehousing & Logistics, Quality & Inspection, Engineering & Programming, Customer Service. Managing and sustaining an engaged workforce comprised of employees who understand the organization's mission and values. Training and mentoring staff using tools such as lean management, visual workplace, 6S and other resources as appropriate so continuous improvement becomes institutionalized. Identifying and monitoring key metrics to ensure that expectations are clear, performance is measured, measurements are validated, feedback is given and accountability is full. Focusing employees in the company's financial success by promoting open-book management and ensuring employees understand how their jobs tie to productivity, quality and ultimately the profitability of the company.

Sales Leader *ConeMount - Englewood, CO - July 2015 to December 2018*
Bearing Heaters - Pulley Laser Alignment - Roller Laser Alignment Tools
Promoting Sales through distribution. (Motion Industries / BDI / Kaman Industrial / Applied Industrial / MSC / McMasterCar). Inside/ Outside: Cold Calling, Generating New Business, Handling Vendor Leads, Phone Calls (Incoming and Outgoing), Quoting, Sourcing. Operations: Order Processing, Sourcing Parts, Building Relationships With New Vendors, Sustaining Relationships with Existing Vendors, Billing / Invoicing Customers, New Policy and Procedure Generation for Our "Start to Finish" Business Methods. Marketing: Lead Generation, Literature Review and Distribution, Email Promotions, and Geographical Marketing Plans. Directly responsible for the product line performance through accuracy and efficiency of the manufacturing process.

Key Account Executive *Reata Engineering & Machine Works - Englewood, CO - July 2015 to December 2018*
Key Industries: Aerospace, Medical Device, Industrial and Weaponry/Defense.
Playing an integral role in new business pitches and hold responsibility for the effective on-boarding of new clients. Responsible for the development and achievement of sales through the direct sales channel. Growing and developing existing clients, together with generating new business. Write business plans for all current and opportunity tender business. Acting as the key interface between the customer and all relevant divisions.

Account Manager *Kinequip Inc - Charlotte, NC - June 2013 to July 2015*
Sales (Inside/Outside): Cold Calling, Generating New Business, Handling Vendor Leads, Phone Calls (Incoming and Outgoing), Quoting, Sourcing. Operations: Order Processing, Sourcing Parts, Building Relationships with New Vendors, Sustaining Relationships with Existing Vendors, Billing / Invoicing Customers, New Policy and Procedure Generation for Our "Start to Finish" Business Methods. Marketing: Lead Generation, Literature Review and Distribution, Email Promotions, and Geographical Marketing Plans. Management of one inside sales representative, closely working with this individual on company growth and their individual growth within. ***Sales growth in first year - Industrial Sales division by 30%.***

Outside Sales Representative *BDI - Charlotte, NC - June 2011 to May 2013*
Representing/selling bearings, fluid power, power transmission products to existing and prospective customers, covering all industries.
Responsible for the largest corporate contract customer and growing that existing
business. Metrics: sales, gross profit, documented cost savings, knowledge based articles.
Timken Distributor Training School: Certificate of Merit 2012.
Baldor-Dodge School of Transmissioneering (Reducers, Motors, Belt Drives, Pulleys, Bearings). 2012

Account Executive *Cambridge International - Cambridge, MD - June 2010 to April 2011*
Selling Cambridge's products (Metal Conveyors belts and Parts) to over 1,200 Food and Non Food accounts. Including accounts such as Del Monte, Mars Snack Food, Kraft Foods, McCain Foods. Building contracts with Original Equipment Manufacturers, and Distributors, potential sales to 4 Million dollars annually. Sales using three different forms of communication: Email, Visits and Telephone. Telephone being the primary source of communications with to customers. Achieving sales goals exceeding $400,000 per month.
Working Directly with the Director of Market and Business Development. Being a member of the 8D council (8 Disciplines) and working to problem solve. Proving solutions and creating new processes for our employees to follow to make Cambridge International a more profitable company. ***Awards: Employee of the Second Quarter, 2010. Sales Person of the Month, May 2010. Employee of the Year 2010.***

Customer Market Development Manager *Cambridge International - Cambridge, MD - January 2009 to June 2010*
Selling Cambridge's products, Metal Conveyor belts and Parts to over 250 Food and Non Food accounts. Including accounts such as Nestle, Mars Snack Food, Kraft Foods. Sales using three different forms of communication: Email, Visits and Telephone. Telephone being the primary source of communications with to customers. Achieving sales goals exceeding $200,000.00 per month.

CORE COMPETENCIES

ISO 9001
AS9100
Lean Six Sigma - Black Belt Lean Manufacturing
New Business Development
Market Expansion Strategies & Global Sales
Sales Team Training & Management
Operational Excellence
Negotiations & Sales
Territory Startup & Turnaround
Strategic Partnership Building
Key Account Management
Forecasting & Market Analytics
Jobboss ERP
Paperless Parts
ProShop ERP
SAP ERP
UniPoint
Asana
Lean Kit
Slack

Boards & Commissions Application

Profile

Joshua
First Name

Champion
Last Name

joshua.champion@adventhealth.com
Email Address

5055 Otters Den Trl
Home Address

Suite or Apt

Sanford
City

FL
State

32772
Postal Code

Home: (407) 702-0474
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

○ Yes ◉ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

NA

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

William B. Murrah High School

College(s)

Oakwood University, Webster University

Degrees held

Bachelor of Business Administration - Healthcare Administration, Master of Business Administration

Joshua_Champion_MBA_-_Resume_FINAL.docx
Upload a Resume

Work Experience

AdventHealth
Employer

Chief Operating Officer
Job Title

Please describe your work experience, if any.

Nearly 16yrs progressive healthcare leadership experience, with specialty in Human Resources and Operations.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

N/A

Please describe any community board, groups or events you have been involved with:

Newer to the Area, AdventHealth New Smyrna Beach - Foundation and Edgewater Economic Development Board

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

N/A

Have you had official business before the Board(s) you selected within the last five (5) years?

◉ Yes ○ No

If yes, please provide amplifying information.

N/A

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

I currently serve as Chief Operating Officer of AdventHealth New Smyrna Beach, where I oversee hospital operations, strategic growth initiatives, physician partnerships, and community collaboration. My work centers on building sustainable systems that expand access, strengthen infrastructure, and position organizations for long-term success. Throughout my career, I have led capital expansion projects, service line development, and workforce initiatives that require aligning strategy with disciplined operational execution. In healthcare, economic vitality directly impacts workforce stability, business recruitment, and overall community resilience. That perspective shapes how I approach leadership from a data-driven, partnership-oriented, and focused on long-term value creation. I am interested in serving on the Economic Development Advisory Board because New Smyrna Beach is at a pivotal stage of growth. Effective economic development requires balancing expansion with preservation of community character, ensuring infrastructure keeps pace with demand, and translating growth into meaningful opportunity for residents. I believe my experience in strategic planning and operational scalability would allow me to contribute thoughtfully to those priorities. Board service is both a responsibility and a privilege. I am committed to collaborative engagement, pragmatic decision-making, and advancing strategies that support sustainable economic strength for our community.

References

Name of Reference #1 (Please do not list current elected officials)

Dr. Dennis Hernandez

Address of Reference #1

401 Palmetto St., New Smyrna Beach, FL 32168

Telephone Number of Reference #1

727-798-0147

Email address of reference #1

Dennis.Hernandez.MD@adventhealth.com

Nature of your relationship (business/personal).

Business

Name of Reference #2 (Please do not list current elected officials)

Dr. David Sinclair

Address of Reference #2

301 Memorial Pkwy, Daytona Beach, FL 32117

Telephone Number of Reference #2

954-376-1290

Email Address of Reference #2

David.Sinclair@adventhealth.com

Nature of your relationship (business/personal).

Business

Name of Reference #3 (Please do not list current elected officials)

David Gordon

Address of Reference #3

301 Memorial Pkwy, Daytona Beach, FL 32117

Telephone Number of Reference #3

321-262-5077

Email address of Reference #3

David.Gordon@adventhealth.com

Nature of your relationship (business/personal).

Business/Personal

Joshua I. Champion, MBA, SHRM-CP

Residence: Daytona Beach, FL **Phone:** 407-702-0474 **Email:** jidchampion@yahoo.com
LinkedIn: www.linkedin.com/in/joshua-champion-mba-shrm-cp-92b18063

Professional Summary

Forward thinking leader with comprehensive human resources and operations experience within multiple health care settings. Proven experience collaborating with all levels of leadership to conduct organizational wide strategic planning, cultural change management, widespread implementations, leadership development and team building, design and construction, service line and business development. Strong verbal and written communications, interpersonal relations, mentoring, coaching, negotiation, and mediation skills.

Areas of Expertise

- Health Care Operations
- Acquisition & Outsourcing
- Multichannel Communication
- Multi-Disciplinary Team Building
- Project Management
- Process Design, Reporting and Analytics
- Mediator and Expert Facilitator
- Policy Management
- Performance Management
- Recruitment, Retention and Recognition
- Development of Training Programs and Initiatives
- Coaching and Counseling

Professional Experience

AdventHealth New Smyrna Beach – New Smyrna Beach, FL April 2025 – Present
Non-profit, 109-bed, faith-based facility serving Volusia County as a member of AdventHealth. The facility has been dedicated to quality care for more than 70 years, formerly known as Bert Fish Medical Center. The organization employs nearly 1,000 area residents and cares for more than 100,000 patients each year. AdventHealth New Smyrna Beach supports an exceptional staff of physicians, representing numerous medical specialties and more than two hundred volunteers.

Vice President , Chief Operating Officer
Member of the AdventHealth New Smyrna Beach Executive Team, leading the strategic operations, including – Cardiology, Surgical Services, Foundation, Laboratory, Imaging, Food & Nutritional Services, Security/Emergency Management, Facilities, EVS, Patient Transport, Rehabilitation, Wound Care, and Volunteer Services. Additionally, provides strategic and operational oversight for various hospital initiatives and special projects. From a divisional perspective, leading Biomedical Engineering for all 7 campuses.

- Serves as a member of the AdventHealth New Smyrna Beach Executive Team and Administrator on Call Rotation.
- Leads 7 Direct Reports, Director Level.

- Oversees department budgets exceeding $370,000,000.00 in gross revenues.
- Coordinates monthly Ops/Ancillary Team Meetings and initiatives.
- Facilitates Monthly Committee Meetings.
- Manages Lease Agreements and Policies for the Facility and Owned Entities.
- Executive Sponsor for Space, Equipment Management and Workplace Violence Prevention Committees.
- Serves as LOPC Certified Internal Executive Coach with the AdventHealth Leadership Institute.

AdventHealth Daytona Beach (Florida Hospital Memorial Medical Center) – Daytona Beach, FL September 2023 – April 2025
Non-profit, 362-bed, faith-based facility serving Volusia County as a member of AdventHealth. The facility has been dedicated to quality care for nearly 70 years, formerly known as Ormond Memorial Hospital. The organization employs nearly 3,000 area residents and cares for more than 300,000 patients each year. AdventHealth Daytona Beach supports an exceptional staff of physicians, representing numerous medical specialties and more than two hundred volunteers.
Vice President of Ancillary Services
Member of the AdventHealth Daytona Beach Executive Team, leading the strategic operations, including Laboratory, Imaging, Food & Nutritional Services, Security/Emergency Management, Facilities, EVS, Patient Transport, Rehabilitation, Wound Care, Diabetes and Volunteer Services. Additionally, provides strategic and operational oversight for various hospital initiatives and special projects.

- Serves as a member of the AdventHealth Daytona Beach Executive Team and Administrator on Call Rotation.
- Leads 8 Direct Reports, 1 Executive Director Level, 5 Director Level and 1 Manager Level.
- Oversees department budgets exceeding $350,000,000.00 in gross revenues.
- Coordinates monthly Ops/Ancillary Team Meetings and initiatives.
- Facilitates Monthly People Committee Meetings.
- Manages Lease Agreements and Policies for the Facility and Owned Entities.
- Executive Sponsor for Space, Equipment Management and Workplace Violence Prevention Committees.
- Serves as LOPC Certified Internal Executive Coach with the AdventHealth Leadership Institute.

AdventHealth Waterman – Tavares, FL October 2021 – September 2023
Non-profit, 313-bed, multi-campus faith-based facility serving Central Florida as a member of AdventHealth. The facility has been dedicated to quality care for more than 80 years as is a pillar in its community. The organization employs nearly 2,000 area residents and cares for more than 250,000 patients each year. AdventHealth Waterman supports an exceptional staff of physicians, representing numerous medical specialties and more than two hundred volunteers.
Executive Director of Operations
Member of the AdventHealth Waterman Executive Team, leading the strategic operations of the Food and Nutritional Services, Environmental Services, Patient Transport, Wound Care, Laboratory and (formerly, before divestiture Child Care) departments. Provides strategic and operational oversight for various hospital initiatives and special projects.

- Serves as a member of the AdventHealth Waterman Executive Team and Administrator on Call Rotation.
- Leads 6 Direct Reports, 4 Director Level and 2 Manager Level.
- Oversees department budgets exceeding $200,000,000.00 in gross revenues.
- Coordinates monthly Operating Review and Service Line Volume Summary initiatives.
- Facilitates Monthly Leadership Team Meetings.

- Serves as LOPC Certified Internal Executive Coach with the AdventHealth Leadership Institute.
- Oversees “Operation Facelift” Initiative, revitalizing inpatient nursing units, a collaboration between Facilities and EVS Departments.
- Implemented an alternative health-conscious café within the facility Food Services platform.
- Implemented North Lake County’s 1st Robotic Surgery program.
- Led divestiture of Child Care Services, eliminating an annual $375,000.00 loss from facility operations.
- Developed Strategic Plan for Wound Care operations optimization and volume growth and initiated partnership with Healogics.
- Initiated Environmental Maintenance Rounds as a proactive strategy for maintaining the physical environment.
- Achieved improved patient experience scores in Environmental and Food Services.
- Leading Patient Experience Improvement initiatives for interdisciplinary group of clinical and non-clinical areas.
- Negotiated contracts to provide Reference Lab and Phlebotomy services to vendors creating additional revenue streams for Laboratory operations.
- Leading SPD renovation, office relocations/renovations, and various building projects to include a new MOB, OSED and other expansion efforts.

AdventHealth Waterman (Florida Hospital Waterman) – Tavares, FL November 2018 – October 2021

Director & HRBP Human Resources, Employee Health & Child Care Center

Member of the AdventHealth Waterman Executive Council, leading the strategic operations of the HR/Employee Health departments. Manages a staff of 5 with HR Shared Service support for routine and repeatable functions.

- Manages department budgets of over $1,500,000.00.
- Designed and implemented a robust Leadership Development Institute for 185+ supervisors, managers, directors, and executive team members.
- Developed HR Strategic Plan inclusive of AdventHealth, Local Facility, and Department level initiatives.
- Revamped local facility Recognition Program.
- Began regional alignment initiatives for compensation programs and general HR Operations initiatives.
- Implemented Regional Leadership Development Program and Strategy.
- Serves as a member of the AdventHealth Waterman Executive Team and Administrator on Call rotation.
- Implementing Employer of Choice Strategy focused on retention, recognition, recruitment, and image standards.
- Conducted HR Department restructure and integration of Employee Health Services.

AdventHealth Central Texas (Metroplex Health System) – Killeen, TX September 2016 – November 2018

Non-profit, 245-bed, multi-campus faith-based facility serving Central Texas as a member of Adventist Health System. Dedicated to meeting residents' needs for quality healthcare services, Metroplex has grown rapidly over the past few years. Metroplex Hospital provides 148 acute-care beds in Killeen, 60 psychiatric care beds in the nearby Metroplex Behavioral Health Center and 25 beds at Rollins Brook Community Hospital in Lampasas. The system employs about 1,000 area residents and cares for more than 125,000 patients each year. Metroplex supports an

exceptional staff of more than 300 physicians, representing 42 medical specialties and more than 200 volunteers.

Executive Director of Human Resources & Employee Health

Member of the Metroplex Health System Executive Team, leading the strategic operations of the HR/Employee Health departments. Manages a staff of 4 with HR Shared Service support for routine and repeatable functions.

- Lead the facility in the successful implementation of the iSynergy initiative, PeopleSoft HRIS and Shared Services support functions.
- Lead the implementation of Performance Review Committees, an initiative to drive performance improvement and goals at all levels of the organization.
- Serves as a member of the Metroplex Health System Executive Team and Administrator on Call rotation.
- Manages department budget of over $600,000.00.
- Designed and implemented a robust Leadership Development Institute for 120+ supervisors, managers, directors, and executive team members.
- Developing HR Strategic Plan inclusive of AHS Corporate, Local Facility, and Department level initiatives.
- Developed and in continuous development of policy and procedure for the HR/Employee Health team members and our services.
- Leading imitative to bring HR Leaders within the region together for monthly touch base meetings to foster regional support and collaboration.
- Implementing Employer of Choice Strategy focused on retention, recognition, recruitment, and image standards.
- Conducted HR Department restructure and integration of Employee Health Services.

AdventHealth Palm Coast (Florida Hospital Flagler) – Palm Coast, FL February 2012 to September 2016

Non-profit health organization offering services as sole provider in Flagler County; 1000+ exempt/non-exempt staff members and six locations inclusive of a 147-bed acute care facility, inpatient/outpatient rehab, radiology, and laboratory services, home health and hospice. Additionally, the organization manages more than 40 employed physician practices in multiple locations practicing within more than 20 specialties.

Director of Human Resources & Employee Health

Oversees the planning, direction, and management of all HR/Employee Health department activities including staff recruiting, screening, testing, and hiring in compliance with state and federal standards. Lead staff of 5, mostly new to HR professionals grooming them to succeed in each of their respective roles.

- Played a vital role in rebuilding the Human Resources Department by updating Human Resource systems, position descriptions and employee policies and procedures.
- Implemented new PeopleSoft HRIS System and migrated all employee files to ImageNow electronic file management system.
- Wrote Human Resources procedure manual for the Human Resources Department.
- Wrote, developed, and implemented new policies and procedures as applicable.
- Coached and counseled managers on all Human Resources related issues, working to finalize “Leaders Guide to HR”.
- Designed the framework for user friendly home page for Human Resources Department on the organization’s intranet. Created new process for on-line job postings and recruitment marketing initiatives.
- Re-designed New Employee Orientation program at the Regional and Local level. Created standardized presentation content, handouts, computer-based learning supplements,

streamlined on-boarding process and created new hire metrics to established correlation between culture and decreased turnover.
- Managed department budget of over $600,000.00.
- Designed and implemented a robust Leadership Development Plan for 80+ supervisors, managers, directors, and executive team members.
- Created training programs and trained supervisors and managers in human resources policies, employee relations, harassment training, performance evaluations and interviewing techniques.
- Implemented Employee Engagement Strategy for improvement of scores, participation, and overall employee morale.
- Established targeted Recognition and Retention Plans, developed Retention and Recognition Committee.
- Facilitated project to outsource services in facility Security and Rehabilitation Services including in/outpatient PT, OT, and SLP.
- Implemented facility CREATION Health culture infusion initiative as part of Adventist Health System 2020 Vision.
- Serves as member of Regional Market Growth Strategy Committee.
- Serves as Administrator on Call in rotation with C-Suite members.

AdventHealth Corporate Headquarters (Adventist Health System Corporate Headquarters) – Altamonte Springs, FL June 2010 – February 2012
Non-profit healthcare organization that emphasizes Christ at the center of care. Founded in 1973 to support and strengthen Seventh-day Adventist healthcare organizations in the Southern and Southwestern regions of the United States, Adventist Health System has grown to become the largest not-for-profit Protestant healthcare provider in the nation. Today, Adventist Health System supports 44 campuses and employs 79,000 individuals. Adventist Health System hospitals are comprised of 7,700 plus licensed beds, providing care for 4 million patients each year in inpatient, outpatient, and emergency room visits.

Leadership Resident - Human Resources
- Builds Leadership Competency on Rotation Within the Health System in all areas of Human Resources
    - Hospital Acquisition Activities to include Orientation, Benefits, HR Policy, and Mission/Values
    - Employee Benefits Administration with AHS Benefits Service Center
    - Developed LOA Specialist Job Description, New Position for AHS Benefits Service Center
    - Assisted in Recruitment/Hiring Efforts for Corporate Office Employees and Interns
    - Employee Relations
    - Unemployment
    - Developed Employee Disciplinary Plan of Action, Facilitated Critical Conversations
    - Assisted in Updating AHS HR Policies
    - Lead Employee Engagement Efforts for 2011 with Adventist Midwest Health
    - Facilitated/Coordinated New Employee Orientation and New Leader Orientations with AMH
    - Employee Training and Organizational Development
    - Research in I-9 Compliance
    - Compensation: Facilitated AHS Corporate Merit Increase Process for 2010-2011
    - Clinical Rotation: Clinical/Nursing Leaders System Wide

Education & Training Credentials

Webster University – Master of Business Administration
Longwood, FL

Oakwood University – BBA: Health Care Administration **Minor: Management**
Huntsville, AL

Certified Lean Six Sigma – Green Belt

Society of Human Resources Management (SHRM) – Certified Professional

Certified Development Dimensions International (DDI) Facilitator

Certified Leadership & Organizational Performance Coach (LOPC) – AH Leadership Institute

ACC – Associate Certified Coach by the International Coaching Federation – In Progress

Community Involvement

City of New Smyrna Beach - Mayors Taskforce on Homelessness - Taskforce Member, AHNSB Executive (2025-Present)

City of Edgewater - Economic Development Board, City Council Appointed Board Member (2025-Present)

Indigo Christian Academy - School Board, Vice Chairman (2025-Present)

Boards & Commissions Application

Profile

Selby
First Name

Sullivan
Last Name

selbysullivan@gmail.com
Email Address

110 Florida Ave
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32169
Postal Code

Mobile: (407) 468-3473
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Economic Development Advisory Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 2

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

4 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Winter Park HS

College(s)

UF

Degrees held

Bachelors of Building Construction

Upload a Resume

Work Experience

None - retired
Employer

retired
Job Title

Please describe your work experience, if any.

Most recently, I owned Wrap Masters FL, LLC at 1200 N. Dixie Fwy. I sold my share to my partner this past December 31. Wrap Masters primarily does vehicle wraps, but also produces signs, banners, storefronts, etc., as well. We have done the lettering on all the NSB Police cars, boats, and trailers. We also did many of the vehicles for the NSB Fire Dept.. Most recently, we did the graphics for all the new trash bins on Flagler Ave. From 1994 to 2020, I owned Scenicworks, Inc., a scenery and staging company in Orlando. We built large stages for business meeting, theater, ballet, movies, and special events. Prior to 1994, I built houses, was partner in a commercial real estate company, and worked for another scenery company (before starting my own).

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Being recently re-retired, I have time to devote. I think the economic interests and development of the city are interesting, intriguing and important. Both my wife and I have been coming to NSB since about 1969 or 1970. Our parents have owned many properties here. I feel like we have witnessed ALL the growth and change and most of it has been for the better. I remember when Canal St. was a ghost town. The only thing I remember doing there was going to a movie. Now it is thriving. My father in law, Walter Glenn, was chairman of the Utilities Commission. At the time, I did not understand the forethought and planning that went on. The one thing that has resonated with me the most, was Fred Cleveland, at his latest campaign kick-off meeting, talking about how the new city center would probably be near 44 and I-95, and how the city has been making plans and trying to purchase property out that way in preparation. I think about that one statement all the time. I think it is exciting, and I would like to be a part of it.

References

Name of Reference #1 (Please do not list current elected officials)

Sherman Reid

Address of Reference #1

1425 N. Peninsula Ave. NSB 32169

Telephone Number of Reference #1

813-446-5762

Email address of reference #1

shermrd@yahoo.com

Nature of your relationship (business/personal).

Personal

Name of Reference #2 (Please do not list current elected officials)

John A. "Skip" Kirst, Jr.

Address of Reference #2

2700 N. Peninsula Ave., #2700, NSB 32169

Telephone Number of Reference #2

407-342-0265

Email Address of Reference #2

skip@skipkirst.com

Nature of your relationship (business/personal).

Personal and Business

Name of Reference #3 (Please do not list current elected officials)

Dylan George

Address of Reference #3

1000 Willard St, New Smyrna Beach, FL 32168

Telephone Number of Reference #3

814-341-9958

Email address of Reference #3

georges.scooters@gmail.com

Nature of your relationship (business/personal).

Personal and business

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

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

APPOINTMENT: CONSIDER THE APPOINTMENT TO CODE COMPLIANCE BOARD CURRENTLY HAS THREE (3) UNFILLED THREE-YEAR TERM LENGTH VACANCY, WHICH WILL EXPIRE ON MARCH 4, 2026.

March 10, 2026

Background:

Establishment and Purpose: Florida State Statute 162.01 authorizes the creation of a **Code Compliance Board** to enforce local building codes, zoning regulations, or other ordinances concerning property standards. The Board is tasked with reviewing complaints and violations related to code infractions and determining compliance.

Duties: The Board's responsibilities may include:

- Hearing cases of alleged code violations.
- Issuing orders or fines to non-compliant property owners.
- Providing hearings for individuals or businesses challenging code violations.
- Recommending corrective actions or penalties.

Findings:

The board meets the third Thursday of each month. This is a seven (7) member board with term length of three (3) years.

Member Qualifications: (whenever possible)

- Must be citizen of New Smyrna Beach
- Architect
- Businessman
- Engineer
- General Contractor
- Subcontractor
- Realtor

The board appointment will be conducted at the City Commission regular meeting on Tuesday, March 10, 2026.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

64-80.pdf
Ordinance_No._10-13_Code_Enforcement_Board_-_City_Code_Amendment.pdf
Albert Schimanski Code Compliance Application.pdf
Dan Copfer Code Compliance Board Application.pdf
Nathan Joseff Application_Redacted.pdf

ORDINANCE NO. 64-80

AN ORDINANCE TO BE KNOWN AS THE CITIZEN CODE ENFORCEMENT ORDINANCE; CREATING A CITIZEN CODE ENFORCEMENT BOARD; SETTING FORTH THE PURPOSE OF THE SAID BOARD; PROVIDING DEFINITIONS; PROVIDING FOR THE ORGANIZATION OF SAID BOARD; FOR TERMS OF OFFICE AND COMPENSATION; PROVIDING FOR CODE INSPECTORS; PROVIDING FOR ENFORCEMENT PROCEDURES INCLUDING NOTICE OF VIOLATIONS, HEARINGS AND THE CONDUCT THEREOF; PROVIDING FOR TRANSCRIPTION OF HEARINGS AND FOR CLERICAL AND ADMINISTRATIVE PERSONNEL; PROVIDING POWERS OF THE BOARD; PROVIDING FOR FINES AND LIENS; PROVIDING FOR APPEALS; SPECIFYING TYPES OF NOTICE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION OF THIS ORDINANCE BY TITLE ONLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Commission, by adoption of this ordinance, to promote, protect and improve the health, safety and welfare of the citizens of this city by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes in force in the City, and

WHEREAS, the Legislature of the State of Florida has authorized the enactment of this ordinance by the City Commission by passage of the "Municipal Code Enforcement Board Act", Chapter 80-300, Laws of Florida, 1980, codified as Part V of Chapter 166, Florida Statutes, consisting of §166.501 to and including §166.512.

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

SECTION 1: TITLE. This ordinance shall hereafter be known as the Citizen Code Enforcement Ordinance.

SECTION 2: CREATION. There is hereby created a Citizen Code Enforcement Board.

SECTION 3: PURPOSE. The purpose and intent of the creation of the Citizen Code Enforcement Board is to promote, protect and improve the health, safety and welfare of the citizens of New Smyrna Beach by providing an equitable, expeditious, effective and inexpensive method of enforcing the various occupational license, fire, building, zoning, sign and related technical codes and ordinances presently in force or hereafter adopted.

SECTION 4: DEFINITIONS.

(a) Codes - the Citizen Code Enforcement Ordinance shall apply to the following codes and ordinances in force in the City: standard building, electrical, gas, housing, mechanical, plumbing, and swimming pool codes, together with ordinances applicable thereto; sign ordinance, subdivision ordinance, zoning ordinance, animal control ordinance, fire code, noise abatement ordinance and any other similar code or ordinance which may be passed in the future.

(b) Commission - means the City Commission of the City of New Smyrna Beach, Florida.

(c) Code Inspectors - those authorized persons, agents and representatives of the City of New Smyrna Beach whose duty it is to ensure compliance with the various codes and ordinances enumerated

herein, said inspectors to be designated by the City Manager.

(d) City Attorney - the legal counsel for the City.

(e) Enforcement Board - the Citizen Code Enforcement Board.

SECTION 5: ENFORCEMENT BOARD; ORGANIZATION

(a) The City Commission shall appoint a six (6) member enforcement board. Members of the enforcement board shall be residents of the City of New Smyrna Beach and no member may serve on the enforcement board while serving on any other board or commission of the City of New Smyrna Beach. Appointments shall be made by the City Commission on the basis of experience or interest in the fields of zoning, building control and in the other codes enumerated herein. The membership of the enforcement board shall, whenever possible, consist of an architect, a businessman, an engineer, a general contractor, a sub-contractor and a realtor.

(b) The initial appointments to the enforcement board shall be as follows:

1. Two members appointed for a term of one (1) year.

2. Two members appointed for a term of two (2) years.

3. Two members appointed for a term of three (3) years.

Thereafter, all appointemnts shall be made for a term of three (3) years. Any member may be re-appointed from term to term upon approval of the City Commission. Appointments to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. Members shall serve at the pleasure of the City Commission. Any member who fails to attend two of the three consecutive meetings without cause and without prior approval of the chairman shall automatically forfeit his appointment.

(c) The members of the enforcement board shall elect a chairman and a vice-chairman. The presence of four (4) or more members shall constitute a quorum of the enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the City Commission.

(d) The City Attorney shall when requested, either be counsel to the Code Enforcement Board or shall represent the City by presenting cases before the board; but, in no case, shall the City Attorney serve in both capacities.

(e) The enforcement board shall be authorized to establish such internal rules and regulations as it shall deem necessary.

SECTION 6: ENFORCEMENT PROCEDURE

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no member of the board shall have the power to initiate such enforcement proceedings.

(b) Except as provided in subsection (c), if a violation of a code or ordinance enumerated herein is found, the code inspector shall notify the violator and give him a reasonable time to correct the violation. Should the violatin continue beyond the time specified for correction, the code inspector shall notify the enforce -

ment board and request a hearing pursuant to the procedure in §7. Written notice shall be mailed to said violator as provided herein.

(c) If the code inspector has reason to believe that a violation presents a serious threat to the public health, safety and welfare, the code inspector may proceed directly to the procedure outlined in §7 hereof without notifying the violator.

SECTION 7: CONDUCT OF HEARING.

(a) The Chairman of the enforcement board may call hearings of the enforcement board and hearings may also be called by written notice signed by at least three (3) members of the enforcement board. The enforcement board at any hearing may set a future hearing date. The enforcement board should attempt to convene no less frequently than once every two months, but may meet more often or less often as the demand necessitates. Minutes shall be kept of all hearings by the enforcement board and all hearings shall be open to the public and taped. The City Commission shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for the proper performance of its duties. The respondent brought before the enforcement board on an alleged violation shall have the privilege to challenge the right of a member of the enforcement board to sit on the board in that particular case, and if there is good cause to believe that the said board member shall not be able to render an impartial decision, the challenged member shall recuse himself. If the challenged board member refuses to recuse himself, then the board shall vote on whether or not that particular board member shall sit on the enforcement board for that particular case.

(b) Each case before the enforcement board shall be presented by either the City Attorney or by a member of the administrative staff of the municipality.

(c) The enforcement board shall proceed to hear cases on the agenda for that day. All testimony shall be taken under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted herein. The findings shall be by motion approved by a majority of those present and voting, except that at least three (3) members of the enforcement board must vote for the action to be official. The record shall be presented to the Court on appeal and shall be subject to review.

SECTION 8: POWERS OF THE ENFORCEMENT BOARD. The enforcement board shall have the power to :

(a) Adopt rules for the conduct of its hearings.

(b) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the municipality.

(c) Subpoena evidence.

(d) Take testimony under oath.

(e) Issue orders having the force of law commanding whatever steps are necessary to bring the violation into compliance.

SECTION 9: FINES AND/OR LIENS. The enforcement board, upon notification by the code inspector that a previous order of the enforcement board has not been complied with by the set time, may order the violator to pay a fine not to exceed Five Hundred

and No/100 ($500.00) Dollars for each day the violation continues passed the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists. After one year from the filing of any such lien which remains unpaid, the enforcement board may authorize the City Attorney to foreclose on the lien. In addition, and in the event it is impracticable or impossible to impose a lien against land, the City Attorney may be authorized to proceed to reduce the said fine to a judgment before a court of competent jurisdiction.

SECTION 10: APPEAL. An aggrieved party may appeal a ruling or order of the enforcement board by certiorari in the Circuit Court. An appeal shall be filed within thirty (30) days of the execution of the order to be appealed.

SECTION 11: NOTICES. All notices required by this ordinance shall be by certified mail, return receipt requested, where the mail would not be effective, by hand delivery by the code inspector.

SECTION 12: SEVERABILITY CLAUSE. Should any word, phrase, sentence, subsection or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection or section so held shall be severed from this ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

SECTION 13: REPEALING CLAUSE. All ordinances or parts thereof that are in conflict with this ordinance be and the same are hereby repealed and rescinded.

SECTION 14: PUBLICATION BY TITLE. This ordinance shall be published by title only at least one time in a newspaper of general circulation in the City of New Smyrna Beach, which said publication shall be not less than seven (7) days prior to its final passage.

SECTION 15: EFFECTIVE DATE. This ordinance shall take effect immediately upon its adoption as provided by law.

APPROVED AS TO FORM AND CORRECTNESS

Charles A. Hall

CHARLES A. HALL, City Attorney

DATED: January 20, 1981

Ordinance No. 64-80 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting at the City Hall in said City on the 27th day of January, A.D., 19 81 and read in full by title only. Motion was made by Commissioner Powell to approve Ordinance No. 64-80; which motion having been seconded by Commissioner Sawtelle; the vote thereon being as follows:

MAYOR GEORGE E. MUSSON	Yes
VICE-MAYOR COMR. JAMES D. POWELL	Yes
COMMISSIONER MARY C. HILL	Yes
COMMISSIONER REED J. LaFERRIERE	Yes
COMMISSIONER COURTLAND D. SAWTELLE	Yes

Whereupon, the Mayor did then declare the Ordinance No. 64-80 to be approved on first reading and Public Hearing to be held on February 10, 1981.

Ordinance No. 64-80 was read in full by title only for the second time before the City Commission at its Regular Meeting at the City Hall, in the City of New Smyrna Beach, Florida on the 10th day of February A.D., 1981, and Commissioner Sawtelle moved, seconded by Commissioner Hill that Ordinance No. 64-80 be adopted as introduced and read. A roll-call vote was ordered upon this motion and resulted as follows:

MAYOR GEORGE E. MUSSON	YES
VICE-MAYOR COMR. JAMES D. POWELL	YES
COMMISSIONER MARY C. HILL	YES
COMMISSIONER REED J. LeFERRIERE	YES
COMMISSIONER COURTLAND D. SAWTELLE	YES

The Mayor then did declare the motion to pass Ordinance No. 64-80 was thereby enacted, as introduced and read.

The City Clerk was instructed to note the passage of Ordinance No. 64-80 in the minutes of this meeting by its title only and to record the same in full, in the Ordinance Records of the City at the City Hall, in the City of New Smyrna Beach, Florida, this 11th day of February A.D., 19 81, and has caused the Official Seal of said City to be here-unto affixed, for the purpose of authenticity and as is required by law.

George E. Musson

As Mayor of the
City of New Smyrna Beach, Florida

(OFFICIAL SEAL)

Lynda L. Schardt

As City Clerk of the City of
New Smyrna Beach, Florida

City of New Smyrna Beach

210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32069
TELEPHONE: 904/ 427-4166

GEORGE E. MUSSON, MAYOR
WILLIAM R. RAINES, VICE-MAYOR
REED J. LA FERRIERE, COMMISSIONER
MARY C. HILL, COMMISSIONER
JAMES D. POWELL, COMMISSIONER

E. IRENE BECKHAM, CITY MANAGER
LYNDA L. SCHAIDT, CITY CLERK
CHARLES A. HALL, CITY ATTORNEY
JOHN E. HAGOOD, FINANCE DIRECTOR

November 21, 1980

TO: Honorable Mayor and City Commission
FROM: Charles A. Hall, City Attorney
RE: Code Enforcement Board

Dear Commissioners:

I am enclosing a copy of the rules and regulations adopted by the City of West Palm Beach Code Enforcement Board for you to look over. Our CCEB should have something substantially similar.

Yours very truly,

Charles A. Hall

CHARLES A. HALL

CAH:lr
enclosures

Amended 11/21/1979

CODES ENFORCEMENT BOARD
CITY OF WEST PALM BEACH, FLORIDA

RULES AND REGULATIONS

ARTICLE I — NAME

The name of this Board shall be the "Codes Enforcement Board of the City of West Palm Beach, Florida."

ARTICLE II — JURISDICTION

The Board has jurisdiction over those matters which are set forth in Ordinance No. 1466-79 of the City of West Palm Beach.

ARTICLE III — OFFICERS AND THEIR DUTIES

Section 1: The officers shall be a Chairperson and a Vice Chairperson. The City Clerk shall provide a Recording Secretary.

Section 2: The Chairperson shall preside at all meetings (and hearings) of the Board and shall have the duties normally conferred by parliamentary usage of such officers.

Section 3: The Chairperson shall be one of the members of the Board. The Chairperson shall have the privilege of discussing all matters before the Board and shall have the same voting rights as all Board members.

Section 4: The Vice Chairperson shall act in the absence of the Chairperson.

ARTICLE IV — ELECTION OF OFFICERS

Section 1: Nomination of officers shall be made from the floor at the annual organizational meeting in October each year, and the election shall be held immediately thereafter.

Section 2: A candidate receiving a majority vote shall be declared elected and shall serve a term of one year or until a successor shall take office.

Section 3: Vacancies in office shall be filled immediately by regular election procedure.

ARTICLE V — MEETINGS

Section 1: Regular Meetings:

Regular meetings shall be held at least every two months. The Board may set meetings more frequently if necessary.

Section 2: Special Meetings:

Special meetings may be called by the Chairperson or any two members of the Board by notification to the Board Attorney.

Section 3: Notice

Notice of all meetings, both regular and special, shall be given to all Board members at least twenty-four (24) hours in advance of the meeting.

ARTICLE V MEETINGS (Cont'd)

Section 4: Attendance

a. Members shall notify the Chairperson of the Board if they are not going to attend a meeting.

b. If a member, including the alternate, misses two out of three consecutive meetings without cause and without prior approval of the Chairperson, he shall forfeit his appointment.

c. If a regular member misses a meeting, the first alternate shall vote in his place. If a second regular member misses the same meeting, the second alternate shall vote in his place.

Section 5: Quorum

A quorum of the Board shall consist of three (3) members, including alternates, and an affirmative vote of a majority of those present shall be necessary to pass any motion or adopt any order unless otherwise specified herein.

Section 6: a) Voting

Voting shall be by voice vote and shall be recorded by individual "aye" or "nay."

b) Abstention

Each member present shall cast an "aye" or "nay" vote on each question before the Board, except that if any member has a personal interest in a matter, he may abstain from participating as a member of the Board in that matter and must file a Memorandum of Voting Conflict with the Secretary of the Board within fifteen (15) days after such vote.

ection 7: Records

All regular and special meetings, hearings, and records shall be open to the public.

ection 8: Procedure

Parliamentary procedure in Board meetings shall be governed by Robert's Rules of Order, as amended, and by the Rules and Regulations contained herein.

RTICLE VI ORDER OF BUSINESS

1. Role Call
2. Minutes of previous meetings
3. Public Hearings
4. Unfinished Business
5. Presentation of Filed Affidavits of Violations
6. New Business
7. Adjournment

The order of business may be suspended by a vote of the majority of those members present.

ARTICLE VII — INITIATION OF ACTIONS BEFORE THE BOARD

Section 1: All actions before the Board shall be initiated by filing an Affidavit of Violation (a copy of which is attached hereto) with the Secretary of the Board.

Section 2: The Secretary shall assign a case number and present the case to the Board at its next meeting.

Section 3: The Board shall review the Affidavit and if they feel that action is warranted, set the case for a Hearing to be held at a subsequent meeting of the Board.

Section 4: After a case is set for hearing by the Board, the Secretary shall send out a Notice of Hearing to the alleged violator by certified mail, return receipt requested, or effect personal service upon a party by the police deparment (a copy of which is attached hereto). A copy of said Notice of Hearing shall be sent to the City Prosecutor, the Affiant, and the Attorney for the Board.

Section 5: After a case is set for hearing, the Secretary of the Board shall be empowered to issue subpoenas as requested by the Affiant and the alleged violator. The subpoenas shall be sent to the City police department to be served.

ARTICLE VIII — HEARINGS

Section 1: The following procedures will be observed in hearings before the Board:

a) The Secretary shall read the Notification of Violation for each application.

b) The respondent shall be asked if he wishes to contest the charges.

c) All witnesses shall be sworn in by the Secretary.

d) The City shall present its case and respondent shall present their case. Both parties will have an opportunity to cross-examine all witnesses.

e) The Board or its Attorney may question any witness or call any witnesses as it feels necessary.

f) The right of parties to present rebuttal evidence is discretionary with the Board.

g) The Board may, in its discretion, adjourn a Hearing for a period not to exceed 31 days at any time during the Hearing, and request further information from either party.

h) If a Hearing is adjourned, at the time the Hearing is reconvened, only those Board members that have been present from the beginning of the Hearing may participate in the deliberations and decision making process. (This requirement may be waived by the consent of both parties.)

ARTICLE VIII HEARINGS (Cont'd)

i) Upon completion of all the evidence, the Chairperson shall close the Hearing.

j) The Board may only consider that evidence which is presented at the Hearing and that both parties have had an opportunity to rebut before reaching their decision.

k) The Board shall immediately deliberate in open session before the public.

l) The Board shall orally issue an Order which is approved by a majority of the Board (at least 3 members). The Order shall contain findings of fact and conclusions of law and state the affirmative relief granted by the Board. Said Order shall be reduced to writing with ten (10) days and be mailed to the respondent. (Two form Orders are attached hereto.)

ARTICLE IX ENFORCEMENT

Section 1: After an Order of non-compliance has been issued by the Board and a scheduled date of compliance has been ordered, a designated City Official shall make an inspection to determine if the alleged violation has been corrected.

Section 2: The designated City Official shall then issue an Affidavit of Compliance or Non-Compliance, which shall be filed with the Board. A copy of said Affidavit shall be sent to the violator by Certified mail, return receipt requested.

Section 3: A letter of notification of lien (sample letter attached) shall be mailed to the violator every 45 days, until the condition is corrected or the maximum fine has been imposed.

Section 4: The Board shall hold hearings as necessary to insure the effectiveness of any Order issued by the Board.

ARTICLE X MISCELLANEOUS

Section 1: These Rules and Regulations may be altered in a manner not inconsistent with the City Code during a regular meeting by the affirmative vote of at least (4) members of the Board, provided notice of the proposed change is given to the Board at a preceding regular meeting.

Section 2: The provisions of these Rules and Regulations shall be discussed and/or adopted, or readopted by the Board annually at its regular Organizational meeting.

(Continued on P. 5)

ORDINANCE NO. 10-13

AN ORDINANCE REPEALING IN ITS ENTIRETY CITY CODE CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS, COMMISSIONS AND SIMILAR AGENCIES, DIVISION 2, CODE ENFORCEMENT BOARD; AMENDING CHAPTER 26 OF THE CITY CODE (BUILDINGS AND BUILDING REGULATIONS) BY ESTABLISHING A NEW *ARTICLE XVI, CODE ENFORCEMENT BOARD;* ESTABLISHING MEMBERSHIP AND QUALIFICATIONS OF MEMBERS; PROVIDING FOR APPOINTMENT AND QUALIFICATIONS OF SPECIAL MAGISTRATES; PROVIDING FOR POWERS OF THE BOARD AND SPECIAL MAGISTRATES; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 162, F.S., authorizes municipalities to provide for enforcement of City Codes via a code enforcement board and/or a special magistrate; and

WHEREAS, the Chief Building Official desires to utilize several avenues to achieve code compliance, including hearings before a special magistrate; and

WHEREAS, the current provisions of the City Code of Ordinances relating to the City's Code Enforcement Board are in need of revision to clarify and broaden the City's ability to enforce its codes; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to repeal in its entirety City Code Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, and to establish a new Article XVI in Chapter 26 to be entitled, Code Enforcement Board, as more particularly set

forth hereinafter, and to provide for appointment of Special Magistrates to hear cases involving code violations.

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

SECTION 1: ***Repeal.*** That Chapter 2, Administration, Article III, Boards, Commissions and Similar Agencies, Division 2, Code Enforcement Board, is hereby repealed in its entirety.

SECTION 2: ***Amendment.*** That New Smyrna Beach Code of Ordinances, Chapter 26, is hereby amended to create a new Article XVI to be entitled *Code Enforcement*, as follows:

Chapter 26
BUILDINGS AND BUILDING REGULATIONS

. . . .

ARTICLE XVI - CODE ENFORCEMENT

Sec. 26-1600 - Purpose and duties.

(a) The code enforcement board is established to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an authority to conduct administrative hearings concerning violations of the Land Development Regulations (LDR) and other city codes or ordinances, and impose administrative fines and other noncriminal penalties. It is intended to provide an equitable, expeditious, effective, and inexpensive method of enforcing the LDR and other city codes or ordinances for all parties.

(b) The code enforcement board shall act in accordance with the Local Government Code Enforcement Boards Act, F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties set forth therein. Nothing herein shall prohibit the city from retaining and utilizing one or more special magistrates as authorized pursuant to sections 26-1602 and 26-1603 of this article.

Sec. 26-1601 - Appointment and membership.

(a) The city commission shall appoint a seven-member code enforcement board. Members of the board shall be residents of the city. Appointments shall be made on the basis of experience or interest in the fields of zoning and building control. The membership of the board shall whenever possible include an architect, a business person, an engineer, a general contractor, a subcontractor, and a realtor. The city commission shall appoint qualified individuals. Present duly appointed members are grandfathered, shall serve until the end of their present terms, and are eligible for appointment pursuant to this section thereafter.

(b) Members shall serve without compensation, but may be reimbursed for travel, mileage, and per diem expenses as authorized by the city commission.

(c) Each appointment shall be for a term of three years. A member may be appointed to additional terms by the city commission. A member shall serve until the expiration of the term, or until a successor is appointed and qualified if that be later. When a vacancy occurs before the expiration of a term, the city commission shall appoint a replacement to serve the remainder of the unexpired term of office.

(d) A member may be suspended or removed for cause by the city commission as provided by ordinance.

Sec. 26-1602 - Special Magistrates; appointment; qualifications.

(a) From time to time, based on the city attorney's recommendation, the city commission may appoint one or more special magistrates to perform the functions set forth in this section. All such appointments shall be by resolution. The resolution appointing a special magistrate may fix the terms and conditions of the appointment of the special magistrate, subject to conformance of all such terms with the provisions of this section.

(b) Every special magistrate appointed by the city commission shall be an attorney who has been duly licensed to practice law in the State of Florida for a period of not less than five years and shall be a member in good standing of the Florida Bar.

(c) Each special magistrate shall be subject to removal with or without cause at any time by the city commission.

(d) No special magistrate shall be considered to be a city employee.

(e) The city commission may, by the resolution appointing the special magistrate, establish terms that include compensation to a special magistrate for his or her services, and for his or her costs such as for travel, mileage and per diem expenses, subject to compliance with record-keeping and other documentation requirements of the city, at a rate to be determined by the appointing resolution or, if the resolution is silent as to rates, by administrative order of the city.

Sec. 26-1603 - Jurisdiction; powers.

(a) Every special magistrate appointed pursuant to this section shall have jurisdiction to hear and decide cases involving alleged violations of the municipal codes and ordinances of the City of New Smyrna Beach as provided in F.S. ch. 162, as it may be amended from time to time, and shall have all of the powers and duties of special magistrates as set forth therein. Nothing herein shall prohibit the city from utilizing the code enforcement board to hear and decide such cases in lieu of a special magistrate.

(b) Every special magistrate appointed pursuant to this section shall have all powers granted to the City of New Smyrna Beach Code Enforcement Board by Chapter 162, F.S.

SECTION2: ***Codification.*** Following adoption of this ordinance, the City Attorney shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's

usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held March 12, 2013 in the City Commission Chambers, 210 Sams Avenue (south entrance on Julia Street), New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION5: ***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 6: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

FRANK B. GUMMEY, III
City Attorney

DATE: 2/15/13

Ordinance No. 10-13 of the City of New Smyrna Beach, Florida, was introduced before the City Commission at its Regular Meeting February 26, 2013, and read by title only. Motion was made by Commissioner Reiker, and seconded by Commissioner Jones, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

Ordinance No. 10-13 was read by title only at the Regular Meeting held by the City Commission on March 12, 2013, Motion was made by Commissioner McGuirk, and seconded by Commissioner Reiker, that Ordinance No. 10-13 be adopted on second and final reading, the vote thereon being as follows:

MAYOR ADAM BARRINGER	Yes
VICE MAYOR J. S. GRASTY	Yes
COMMISSIONER JUDY REIKER	Yes
COMMISSIONER JASON MCGUIRK	Yes
COMMISSIONER KIRK JONES	Yes

The City Clerk noted the passage of Ordinance No. 10-13 in the minutes of this meeting by its title only and recorded the same in full in the Ordinance Records of the City.

The Mayor of the City of New Smyrna Beach 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 as 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

ORDINANCE NO. 10-13

Boards & Commissions Application

Profile

Al
First Name

Schimanski
Last Name

aldenphac@aol.com
Email Address

611 Mura Ct.
Home Address

Suite or Apt

New Smyrna Beach
City

FL
State

32168
Postal Code

Mobile: (863) 604-5426
Primary Phone

Home: (386) 402-8167
Alternate Phone

Which Boards would you like to apply for?

Building Trades Examining Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 4

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

15 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Graduate - L.I.C. High School

College(s)

NYCC, & NYU

Degrees held

Educational Certification

_Al_Schimanski_resume_updated_copy.pdf
Upload a Resume

Work Experience

Ellison Plumbing & Piping
Employer

Master Plumber/Master Gas Fitter
Job Title

Please describe your work experience, if any.

I have been in the Building Trades for over 50 years and an educator for codes (PMG & Energy) for over 25 years. I currently an ICC provider & a New York State Adj. Instructor. I have held over 15 Master Plumbing & Master Gas fitter licenses in several states. I am a Florida licensed plumber and Code enforcement officer holding PMG, Fire & plan review certifications.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

◉ Yes ○ No

If yes, which Board and when were you appointed?

Code Enforcement Board

Please describe any community board, groups or events you have been involved with:

Have served on our local HOA

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

It is time to give back to community & building trades. I am still actively involved in teaching and training in code enforcement and will put aside the time necessary to fulfill my commitment to the community.

References

Name of Reference #1

David LaBlanc

Address of Reference #1

608 Mura Ct. NSB. 32168

Telephone Number of Reference #1

3864789189

Email address of reference #1

Dmleblanc56@gmail.com

Nature of your relationship (business/personal).

neighbor

Name of Reference #2

Warren

Address of Reference #2

609 Mura Ct. NSB, 32168

Telephone Number of Reference #2

914-907-3487

Email Address of Reference #2

Nature of your relationship (business/personal).

neighbor

Name of Reference #3

Denise Schimanski

Address of Reference #3

611 Mura Ct. NSB

Telephone Number of Reference #3

863-604-4062

Email address of Reference #3

dniseslcsw@aol.com

Nature of your relationship (business/personal).

personal

ALBERT C. SCHIMANSKI

611 Mura Ct.
New Smyrna Beach, Fl. 32168
aldenphac@aol.com
863-604-5426

QUALIFICATIONS

- ➢ Administrative responsibilities focused on ensuring compliance with all building codes and local ordinances, which protect the health, safety, and welfare of the public.
- ➢ In-depth knowledge of and experience with compliance inspection procedures for both private and public properties.
- ➢ A multi-tasking professional with extensive communication, presentation and liaison skills; successfully develop strong networks and positive rapport with the public and co-workers.
- ➢ Excellent communication skills, including the ability to plan, write and present arguments and recommendations on a variety of major program issues at the state level.
- ➢ Goal-oriented leader with demonstrated research, critical analysis and evaluation skills.
- ➢ Consistently display a progressive leadership-by-example attitude, working with integrity, initiative and a commitment to quality results. Outstanding ability to define corporate goals needed for successful project implementations, reallocate resources to achieve those goals and communicate goals to other team members, management and senior staff.
- ➢ Over 55 years in the PMG trades and 25 years as owner of a PHCC business
- ➢ Over 34 years in the training and education of the PHCC trades people
- ➢ ICC Educational Committee Plumbing
- ➢ ICC Educational Committee for Fuel Gas

EDUCATION, TRAINING & LICENSURE

NYU: **Vocational Education Plumbing Teacher**
Manhattan CC NYC: **Liberal Arts**
NYS Div. Of Code Enforcement & Administration, NY: **Fire/Safety/Bldg. Code Enforcement**
Mechanics Institute, NYC: **Plumbing Math, Related Science, Drafting & Code**
Florida Fire Academy, Orlando, Fl.: **Fire Inspector I & II**
Duchess Community College, Poughkeepsie, NY.: **Air Conditioning**
Associate Technical Institute, Stoneham, Mass.: **EPA Certification**
NEWWA Backflow & Cross Connection, Boston Mass.:**RPZ Cross Connection Cert.,Repair,& Surveyor**
Continuing Education Instructor, Orlando, Fl., **Instructor**
National Recreation & Park Association, Orlando, Fl. - **Aquatic Facility Operator Certification**
Plumbing Industry Board Plumber's Local #1,Brooklyn,NY: Code, Brazing & Gas School
Central Hudson Gas, Poughkeepsie, NY.: Advanced Heating Controls
Central Hudson Gas, Poughkeepsie, NY.: Combustion Service
Burke Trade School, Brooklyn, NY - NY City Plumbing Code
NY State Instructor - New York State Codes
ICC Preferred Provider

- **Licensed County Gas Inspector**
- **Certified NYC Vocational Teacher**
- **Cross Connection Surveyor**
- **Multi County Licensed Oil/LP/Gas**
- **ICC Residential Mechanical Inspector**
- **ICC Commercial Mechanical Inspector**
- **ICC Fuel Gas Inspector**
  Licensed Florida Fire Inspector
- **Licensed Florida Plans Examiner**
- **Licensed Florida Mechanical Inspector**
- **Active Master Plumbing Licenses in 13 States**
  ICC Preferred Provider
- **Certified NYS Bldg. Code Enforcement**
- **Multi-County NY Licensed MasterPlumber**
- **Certified Backflow Device Inspector**
- **Licensed Master HVAC**
- **ICC Residential Plumbing Inspector**
- **ICC Commercial Plumbing Inspector**
- **ICC Plans Examiner**
  AFO Certification
- **Licensed Florida Plumbing Inspector**
- **NICT Certified Master Plumber W/Gas**
- **Alabama Master Gas Fitter**
  NY State Adjunct Instructor (2021)

PROFESSIONAL EXPERIENCE

ELLISON PLUMBING & PIPING INC. Mobile, Al.
Supervisor, 2012 - Present

- Oversee operational phases of the installation, alteration, maintenance of commercial contracts and job operations
- ensure plan compliance with town, county state and federal code regulatory requirements.
- Train, and provide instruction for proper installation of the plumbing DWV, water, fixture and storm systems for apprentices and journeyman
- Coordinate with Inspector's job progress and code compliance

ALBERT SCHIMANSKI New Smyrna Beach, Fl
Mechanical Trades Instructor 1983 to Present

- Provide NYS/ICC Building Code course instruction for PMG license exam candidates.
- Conduct local/regional seminars on NYS/ICC Code updates/revisions, interpretation, and continuing education credit for trade professionals.
- Conduct CEU classes for local counties and municipalities
- Provide instruction for businesses on venting methods, fixture installation, DWV sizing & installations, storm system sizing, water pipe installation and sizing.
- Consult with municipalities on licensing adoption and regulations
- Consult with business owners on code interpretations
- Serve on the ICC Educational Committee for Contractors
- Serve on the ICC Educational Committee for Inspectors

REEDY CREEK IMPROVEMENT DISTRICT (Disneyland) Lake Buena Vista Fl.
Building Safety Inspector 2006 - 2013

- Conduct comprehensive inspections of residential, commercial, municipal facilities involving the identification, analysis, and documentation of safety hazards/violations. Issue corresponding citations and penalties for violations. Compliance inspection activities include but are not limited to the following:
  - Conducting initial management conference with head company representatives to explain
  - purpose of inspection
  - Reviewing and evaluating blueprints, plans sketches.
  - Conducting the inspection to recognize potential safety hazards.
  - Documenting all data that are apparent violations of current standards through photographs,
  - sketches, reports and interviews to determine whether safety violations/hazards exist that are not readily apparent.
  - Making recommendations to correct hazards/violations.
  - Conducting closing conference with company representativesDevelop and implement new code policy and procedures for plumbing & gas disciplines.
- Complete post-inspection activities, including:
  - Writing reports describing findings, conclusions and recommendations.
  - Coordination and follow up of violations and fines.
- Developed and taught Plumbing codes for the municipality.
-

ALDEN PHAC INCORPORATED, Wappinger Falls, NY
Owner/Operator 1981 – April 2006

- Oversee all operational phases of office administration, and management of installation, alteration, maintenance and repair of commercial, residential, municipal plumbing, heating, ventilation & air conditioning systems.
- Negotiate and supervise the implementation of municipal, commercial and residential contracts and plans to ensure compliance with town, county, state and federal code and regulatory requirements.Provide NYS/ICC Building Code course instruction for license exam candidates.
- Perform backflow prevention tests, repairs and surveys (with recommendations) for municipal, commercial and residential facilities.
- Submit articles for publication to a local trade quarterly on current trends and regulatory developments in the building trades.
- Serve as member/consultant on county and town plumbing boards.

- ❖ Provide expert diagnosis and opinion in forensic investigations around allegations of unusual circumstances and/or malfunctions of mechanical equipment.
- ❖ Provide expert analysis in legal investigations of local Building Department inspection policies and procedures.
- ❖ Serve on local Association/organizations boards of the PHCC trades.

DEPARTMENT OF PUBLIC WORKS, BUILDING & SAFETY, Putnam County, NY
Code Enforcement Officer **2003 – 2006**

- ❖ Serve as field operative for the County Building Department, ensuring compliance with all aspects of Mechanical, Fuel, Gas, Plumbing, Electrical, Energy, Fire & Safety Building/Residential Codes.
- ❖ Conduct comprehensive inspections of residential, commercial, municipal facilities involving the identification, analysis, and documentation of safety hazards/violations. Issue corresponding citations and penalties for violations. Compliance inspection activities include but are not limited to the following:

Conducting initial management conference with head company representatives regarding procedures
Reviewing and evaluating blueprints, plans sketches.
Conducting the inspection to recognize potential safety hazards.
Documenting all data that are apparent violations of current standards through photographs, sketches, reports and interviews to determine whether safety violations/hazards exist that are not readily apparent.
Making recommendations to correct hazards/violations.
Conducting closing conference with company representatives.

- ❖ Coordination of response, investigation and follow-up to consumer complaints.
- ❖ Provide ongoing professional consultation and technical support to building department officials regarding interpretation of new and existing policies and procedures.
- ❖ Develop and implement examination policy and procedures for mechanical disciplines.
- ❖ Serve on Plumbing Board as advisor

QUEENS VOCATIONAL HIGH SCHOOL Queens, NY
Mechanical Trades Instructor 1974 - 1983

- ❖ Developed and taught Plumbing trades practice and theory.of plumbing related math, related science , and practices which included the installation of a residential and light commercial facility
- ❖ Taught skills for lead wiping, lead joints for cast iron pipe, soldering skills, installation of plumbing fixtures, plumbing theory of water cycle, hydraulics within the plumbing system, venting principles, general plumbing skills.
- ❖ Responsible for the development and implementation of building-wide programming, disciplinary and safety policy and procedures.
- ❖ Established a network of local business establishments interested in providing equipment, supplies, and mentoring and employment opportunities to supplement educational programming.
- ❖ Supervised Job Placement, Mentoring, and Tutoring Programs.
- ❖ Developed & processed several successful state and federal grant proposals.
- ❖ Night classes for “special students” training for plumbing warehouse employment

SCHUMACHER & FARLEY PLUMBING. & HEATING, INC. Queens, NY
Mechanic/Supervisor 1970-1974

- ❖ Employed as a mechanic, responsible for installation, repair & maintenance of all types of plumbing, heating, air-conditioning & other types of industrial equipment in commercial, residential & municipal facilities in the five boroughs of New York City.
- ❖ Progressed to Foreman in two years responsible for dispatching & supervision of crews at job sites.
- ❖ Expedited materials, conducted inspections & resolved field site problems, ensuring plan & code conformance, & addressed customer service issues.
- ❖ Provided technical guidance to mechanics in accomplishment of their duties.

MC CREADY & RICE PLUMBING & HEATING, INC. Flushing,NY
Journeyman/Mechanic 1966 - 1970

QUEENSBORO PLUMBING & HEATING — Queens, NY.
Apprentice — 1964 - 1966

Boards & Commissions Application

Profile

Dan
First Name

Copfer
Last Name

dan.copfersr@gmail.com
Email Address

2 Riverwalk Drive # 205
Home Address

New Smyrna Beach
Suite or Apt

New Smyrna Beack
City

FL
State

32169
Postal Code

Home: (216) 406-1204
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Code Compliance Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Zone 1

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

8 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Lakewood High School

College(s)

Degrees held

Upload a Resume

Work Experience

Retired
Employer

Retired
Job Title

Please describe your work experience, if any.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

After serving on this board for the last several years I feel like I have contributed to keeping our city clean and safe. I enjoy being a part of it.

References

Name of Reference #1 (Please do not list current elected officials)

Shea McCoskey

Address of Reference #1

2 Riverwalk Drive # 205 New Smyrna Beach, FL 32169

Telephone Number of Reference #1

407-301-1653

Email address of reference #1

sheamccoskey1@gmail.com

Nature of your relationship (business/personal).

personal

Name of Reference #2 (Please do not list current elected officials)

Melody Mithchell

Address of Reference #2

2 Riverwalk Dr. 401 NSB, FL 32169

Telephone Number of Reference #2

407-421-8301

Email Address of Reference #2

melodymithell@kw.com

Nature of your relationship (business/personal).

personal

Name of Reference #3 (Please do not list current elected officials)

Theresa Fitch

Address of Reference #3

1 Riverwalk Dr. 205 NSB, FL 32169

Telephone Number of Reference #3

407-773-1697

Email address of Reference #3

fitchtl@yahoo.com

Nature of your relationship (business/personal).

personal

Boards & Commissions Application

Profile

Nathan
First Name

Joseff
Last Name

njoseff@outlook.com
Email Address

7 Lynn Ct
Home Address

Suite or Apt

New Smyrna
City

FL
State

32168
Postal Code

Mobile: (571) 758-8737
Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Code Compliance Board: Submitted

Are you registered to vote in the City of New Smyrna Beach?

◉ Yes ○ No

What zone do you live in? *

☑ Unknown

If you need assistance finding your zone visit:

Find My District

How long have you been a New Smyrna Beach resident?

2 years

Have you ever been convicted of a felony as defined by FS 775.08? Please note that for the purposes of this question, any person who is found guilty or pleads guilty or nolo contendere ("no contest") shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

○ Yes ◉ No

If yes, please provide amplifying information.

Educational Background

High School

Hararare international school

College(s)

Nova, marshall

Degrees held

Upload a Resume

Work Experience

Hooters
Employer

General Manager
Job Title

Please describe your work experience, if any.

Running the entire store on a day to day. P&L , schedules, all of it, inventory.

Community Involvement

Are you currently serving on another City of New Smyrna Beach Board?

○ Yes ◉ No

If yes, which Board and when were you appointed?

Please describe any community board, groups or events you have been involved with:

Do you have any financial interests or business ties that could potentially come before the Board(s) you selected during your term?

○ Yes ◉ No

If yes, please provide amplifying information.

Have you had official business before the Board(s) you selected within the last five (5) years?

○ Yes ◉ No

If yes, please provide amplifying information.

Interests & Experiences

Please tell us about yourself and why are you interested in serving on a board(s)?

Because in order to truly make a difference one needs to come out of their comfort bubble. And gain a larger perspective on things.there is a level of thrill in watching your implementations unfurl.

References

Name of Reference #1

Joey Dizon

Address of Reference #1

231 chestnut hill

Telephone Number of Reference #1

(703) 459-3127

Email address of reference #1

Nature of your relationship (business/personal).

Buisness

Name of Reference #2

Malik ousman

Address of Reference #2

7716 Havenbrook Way Springfield VA 22153 United States

Telephone Number of Reference #2

+1 (562) 277-7821

Email Address of Reference #2

Nature of your relationship (business/personal).

Buisness

Name of Reference #3

Jason Reve

Address of Reference #3

[redacted]

Telephone Number of Reference #3

[redacted]

Email address of Reference #3

Nature of your relationship (business/personal).

Personal

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

BOARD VACANCY NOTICE: HISTORIC PRESERVATION COMMISSION.

THE COMMISSION HAS TWO MEMBERS WHOSE TERMS ARE EXPIRING AND ARE ELIGIBLE FOR REAPPOINTMENT, AS WELL AS ONE VACANT SEAT RESULTING FROM A RESIGNATION.

March 10, 2026

Background:

The Historic New Smyrna Beach Preservation Commission is responsible for protecting and preserving the city's historic buildings, landmarks, districts, and archaeological sites. The commission is a part of the local government's broader effort to maintain the cultural heritage of the community. Its establishment is in alignment with national and state preservation goals, including the National Historic Preservation Act, which encourages local governments to engage in preserving historic resources.

Findings:

The Historic Preservation Commission is composed of 7 members, who must be residents of New Smyrna Beach, with up to 3 members allowed from the annexation area. Members are appointed by the city commission for staggered 3-year terms, with vacancies filled within 60 days.

The commission must include a balance of professional and lay members. Professional members should have expertise in fields such as architecture, history, archaeology, urban planning, or cultural studies. Lay members must demonstrate a special interest or experience in historic preservation.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

HPC Board Roster.pdf

City of New Smyrna Beach, FL

Historic Preservation Commission

Board Roster

Terry L Bledsoe

2nd Term Dec 12, 2023 - May 14, 2026

Email terrybledsoensb@gmail.com
Home Phone Home: (386) 410-5657
Alternate Phone Mobile: (407) 920-9381
Address
828 E 12th Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Jana Caswell

Partial Term Dec 12, 2023 - May 14, 2026

Email jana.caswell@yahoo.com
Home Phone Home: (407) 256-3470
Address
1104 N Peninsula Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Walter Bone

1st Term Apr 23, 2024 - May 14, 2027

Email wbone63@gmail.com
Home Phone Home: (423) 956-7934
Alternate Phone Home: (423) 956-7934
Address
607 DOWNING STREET
NEW SMYRNA BEACH, FL 32168

Position Chair
Category Architectural Professional

Dianne Bean

Partial Term Nov 12, 2024 - May 14, 2027

Email beanlucky@aol.com
Home Phone Mobile: (407) 948-2616
Address
304 Cedar Ave
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Angeline Barretta Herman

3rd Term May 15, 2024 - May 14, 2027

Email a9barrettahe@stthomas.edu
Home Phone Mobile: (651) 210-7187
Address
108 Esther Street
New Smyrna Beach, FL 32169

Appointing Authority City Commission
Category Special Interest History & Architecture

Katie L Kaufman

2nd Term May 15, 2025 - May 15, 2028

Email katieknsb@gmail.com
Home Phone Home: (407) 808-1606
Address
402 Faulkner Street
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Category Architectural Professional

Vacancy

Appointing Authority City Commission
Category Architectural Professional

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

BOARD VACANCY NOTICE: THE PLANNING AND ZONING BOARD HAS ONE (1) VACANCY DUE TO RESIGNATION.

March 10, 2026

Background:

The Planning and Zoning Board (P&ZB) is established under LDR §302.01 and also serves as the Local Planning Agency (LPA) for the City of New Smyrna Beach. The Board ensures that land use decisions align with the City's Comprehensive Plan and Land Development Regulations (LDR).

Summary of Responsibilities

- Approve, approve with conditions, or deny Class III site plans, referred Class II site plans, final subdivision plats, and variance requests.
- Recommend to the City Commission: street vacations, special exceptions, and other referred matters.
- Act as the Local Planning Agency to review and recommend Comprehensive Plan amendments, LDR amendments, and annexations.
- Conduct land use studies and recommend ordinances promoting orderly growth.
- Hold public hearings and ensure coordination with the Volusia County School Board.
- Maintain compliance with state planning laws.

Findings:

Membership

- 7 voting members appointed by the City Commission.
- 1 non-voting member appointed by the Volusia County School Board.
- Voting members must be electors of the City and maintain residency within City limits.
- Voting members serve three-year staggered terms without compensation.
- School Board appointee participates in discussions but does not vote and is not subject to City residency or attendance rules.

Fiscal Analysis:

None.

Strategic Plan Item:

No

Staff Report Created By: Sharon Taylor-Harding

Attachments:

Planning and Zoning Board Roster.pdf

City of New Smyrna Beach, FL

Planning & Zoning Board

Board Roster

Stephen Yates

2nd Term Oct 24, 2023 - Oct 31, 2026

Email swoodyates@gmail.com
Home Phone Mobile: (407) 506-9966
Address
215 SANDY LN
NEW SMYRNA BEACH, FL 32168

Appointing Authority City Commission
Position Chair

Thomas J Bien

1st Term Oct 24, 2023 - Oct 31, 2026

Email canfield8181@comcast.net
Home Phone Home: (202) 491-8974
Address
3354 Leonardo Ln
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Jon Hall

1st Term Oct 24, 2023 - Oct 31, 2026

Email jon.hall@jmhllc.org
Home Phone Home: (407) 383-5095
Address
300 Normandy
New Smyrna Breach, FL 32169

Appointing Authority City Commission
Position Regular Member

John K Causey Sr.

1st Term Nov 01, 2024 - Oct 31, 2027

Email jkcauseysr@gmail.com
Home Phone Home: (804) 357-1440
Address
3538 Tuscany Reserve Blvd
New Smyrna Beach, FL 32168

Appointing Authority City Commission
Position Regular Member

Deborah Denys

1st Term Nov 01, 2025 - Nov 01, 2028

Email ddenys@cfl.rr.com
Home Phone Home: (386) 451-5260
Address
2505 Cone Lake Dr
New Smyrna Beach, FL 32168

David Mckenna

1st Term Nov 01, 2025 - Nov 01, 2028

Email david@davidmckenna4nsb.com
Home Phone Mobile: (407) 417-7337
Address
316 Lincoln Ave
New Smyrna Beach, FL 32169

Jessie Thompson

1st Term Oct 08, 2024 - N/A

Email jessiethompson4sb@gmail.com
Home Phone Mobile: (386) 530-0443
Address
107 Dee Street
New Smyrna Beach, FL 32168

Appointing Authority Volusia County School Board
Position Volusia County School Board Appointee

Vacancy

Appointing Authority City Commission

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

LEGISLATIVE UPDATES AS OF MARCH 3, 2026.

March 10, 2026

Background:
The Florida legislative session is in its final two weeks of scheduled meetings.

Findings:
Please see the attached pdf for more details.

Fiscal Analysis:
N/A.

Strategic Plan Item:
No

Staff Report Created By: Carrie Avallone - City Attorney

Attachments:

2026 Update 4 (3 Mar) .docx

Legislative Updates

Land Use Regulations for Local Governments

SB 840: Land Use Regulations for Local Governments Affected by Natural Disasters/SB 180 "Glitch Bill" – SB 840 was heard January 20, in the Senate Judiciary Committee, the second of three committee stops in the Senate. There is no identical House bill at this time. The bill narrows the definition of "impacted local government" from counties within 100 miles of a hurricane's track to those within 50 miles, and limits applicability to counties included in a federal major disaster declaration and municipalities within those counties. The bill also clarifies that this section may not be construed to restrict a local government from adopting or enforcing changes to the Florida Building Code or local technical amendments. The bill shortens the prohibition period, moving the end date for the moratorium and "more restrictive or burdensome" land-use and procedural restrictions from October 1, 2027, to June 30, 2026.

UPDATE: HB 1465 - HB 1465 imposes new application-processing requirements not included in SB 840. The bill requires that applications for site plans, development permits, development orders, or comprehensive plan amendments that are pending as of March 31, 2026, be processed and considered under the regulations in effect at the time the application was filed, notwithstanding the adoption of more restrictive or burdensome local regulations while the application remains pending. This requirement applies during the post-storm restriction period and limits the effect of subsequently adopted local land-use or procedural changes on pending applications. Unlike SB 840, HB 1465 retains and expands the private enforcement framework in section 28 of SB 180. The bill authorizes residents, business owners, or property owners to bring civil actions for declaratory and injunctive relief for violations of the section, provides for preliminary injunctive relief during litigation, and preserves one-sided attorney fee provisions, subject to a notice-and-cure process that allows a local government to withdraw or repeal a challenged action within specified timeframes to avoid liability.

UPDATE 2: SB 840 Heard February 17th for final stop in the Senate. **HB 1465** has not been heard yet in the House.

UPDATE 3: SB 840 has passed the Senate and has been referred to the Intergovernmental Affairs Subcommittee. **HB 1465** passed its first committee, was referred to other committees (but not heard), and is currently with the Intergovernmental Affairs Subcommittee. **SB 840** is the preferred fix to SB 180 from last year.

Building Permit Requirements

SB 968 & HB 1049: HB 1049 was heard January 20, in the House Intergovernmental Affairs Subcommittee. This is the first of three committee stops in the House. The bills prohibit a local government from requiring a permit or approval for the installation or repair of a backup power system installed in a single-or two-family dwelling or townhouse by a licensed contractor or by a public utility. In addition, the bills prohibit a local government from requiring a building permit for any work valued at less than $7,500 on the lot of a single-family dwelling. A local government may require a building permit for electrical, plumbing, or structural work (but not repair or replacement of exterior doors or windows) performed on a lot of a single-family dwelling, regardless of the value of the work.

UPDATE: HB 1049 was amended to state that any residential manufactured building that is certified under chapter 553 by the Department of Business and Professional Regulation may not be denied a building permit for placement on a mobile home lot, a recreational vehicle park, or mobile home subdivision.

Local Government Enforcement Actions

HB 105 & SB 588: – HB 105 will be heard on Wednesday, January 21, at 9:15 a.m. in the House Civil Justice & Claims Subcommittee. This is the first of three committee stops in the House. SB 588 has three committee references and has not yet been heard in a committee. The bill applies to municipalities, counties, and special districts. The bills establish a uniform method for regulatory enforcement and create an investigative process and certain legal remedies for persons subject to local government enforcement action. The bills specify that an enforcement action is arbitrary or unreasonable if it: 1) is not supported by applicable law, rule, or adopted policy; 2) deviates from a prior determination or interpretation without written justification; 3) unreasonably delays or obstructs lawful development, permitting, or other business activity; or 4) imposes requirements or conditions not authorized by general law, ordinance, or regulation.

UPDATE: CS/HB 105 was amended to exclude from the bill the following actions: proprietary activities, actions by law enforcement, workers compensation, employment or personnel actions, procurement, franchises, the adoption or amendment of budgets, including revenue sources necessary to fund the budget, emergency actions, the issuance or refinancing of debt, actions or decisions that apply equally to all similarly situated persons, and reasonable interpretations made by the government of existing rules, ordinances, resolutions, statutes, or regulations. In addition, CS/HB 105 was amended to include actions by building officials and fire marshals.

UPDATE 2: The bill passed the House and was sent over to the Senate.

Local Land Planning and Development

SB 1138 & HB 927: Qualified Contractors – SB 1138 was heard January 20, in the Senate Community Affairs Committee. This is the first of three committee stops in the Senate. HB 927 has not yet been heard in a committee and has three committee references. The bills shift a significant portion of local land-use, plat, and development application review work to private reviewers and constrain cities' traditional zoning and procedural control over development approvals. These provisions collectively reduce local land-use discretion, increase administrative burden, and create new litigation and financial exposure risks tied to routine development approvals.

UPDATE: SB 1138 has passed two of three stops in the Senate. **HB 927** has passed its first of three stops in the House.

UPDATE 2: Both bills have moved to the Special Order Calendar.

Local Business Taxes

HB 103 & SB 122: HB 103 passed out of the House Intergovernmental Affairs Subcommittee on January 20. The next and final committee stop for HB 103 is the House State Affairs Committee. SB 122 has passed its first committee of reference and has two more committee stops in the Senate. The bills propose to repeal chapter 205, Florida Statutes, and eliminate the ability for local governments to levy local business tax. One exception is included in the bill for local governments that collect a local business tax through the use of gross sales receipts.

UPDATE: HB 103 has passed all three committees. **SB 122** has passed the first of three committees.

UPDATE 2: The house bill has passed and is with the Senate. The senate bill passed first reading and is with the Finance and Tax committee.

PROPERTY TAXES

HB 203: Phased Out Elimination of Non-school Property Tax for Homesteads - passed its second committee of reference last week. HB 203 has one more committee stop, the House Ways & Means Committee. The bill is a proposed constitutional amendment that would establish a new, additional $100,000 homestead property tax exemption for non-school property tax levies (cities, counties, special districts) each year starting January 1, 2028 for the next 9 years. In 2037, any homestead properties with taxable valuation remaining will be considered fully exempt from non-school ad valorem property taxes. This bill also includes a new prohibition for counties and municipalities from lowering their total budgeted law enforcement and first responders funding below the higher level from either the 2025-26 or 2026-27 fiscal year.

UPDATE: CS/CS/HJR 203 was amended to revise the additional non-school homestead exemption so that it applies to the portion of a homestead's assessed value greater than $25,000 and up to $150,000, replacing the prior $50,000 to $75,000 value range. This change broadens the eligibility for the new homestead exemption being proposed. CS/CS/HJR 203 also modifies the implementation schedule by delaying the $100,000 annual increases to begin January 1, 2028. The bill was further amended to include a prohibition on reducing law enforcement, firefighter, and other first-responder budgets, aiming to protect these services from potential budget cuts due to the loss of ad valorem revenues.

Property Tax Update 2: The "tax bills" have not moved this week, as both the House and Senate have been working on presenting their respective budgets. Three House property tax bills are ready for House Floor consideration. They are HB 203, HB 209, and HB 213. The Senate has not released a property tax plan.

Property Tax Update 3: Governor Ron DeSantis and Senate President Ben Albritton both indicated this week that they do not expect the Legislature to reach agreement on a property tax proposal during the 2026 regular session. Both also acknowledged the likelihood of a future special session, though no timeline has been identified.

HB 145 Suits Against the Government/Sovereign Immunity – HB 145 has passed all committees of reference. The Senate has filed a sovereign immunity bill, **SB 1366**. It is not identical to HB 145. HB 145 would dramatically raise tort limits (up to $200,000 per person and $300,000 per incident) and loosen key procedural safeguards. For causes of action that accrue on or after October 1, 2026, the liability caps would increase to $500,000 per person and $1 million per incident, and for claims accruing on or after October 1, 2031, the limits would further rise to $600,000 per person and $1.2 million per incident. **SB 1366** increases tort liability caps for claims accruing on or after October 1, 2026, to $300,000 per person and $450,000 per incident, while preserving the existing requirement that any payment above those caps must be approved by the Legislature through a claims bill unless fully paid within available insurance limits.

UPDATE: The bill directs the Department of Financial Services to adjust the caps for inflation every five years using a CPI-based formula, but no single five-year adjustment may exceed 3%. It also expressly authorizes the Legislature, in a claims bill, to award attorney fees on amounts above the caps at a rate below 25% and to reduce cost payments to maximize net proceeds to the claimant.

UPDATE 2: HB 145 passed the full House and has been sent to the Senate. **SB 1366** passed the second of three stops, but is not currently on agenda for its final hearing in the Senate.

UPDATE 3: The senate bill is in its final stop with the Senate.

“Blue Ribbon Projects”

CS/CS/CS/HB 299 & SB 354 create a new statewide approval process for very large development projects, referred to as “blue ribbon projects.” To qualify, a project must include at least 10,000 contiguous acres under one ownership, with at least 60% permanently preserved for conservation, agriculture, wildlife corridors, or open space. The remaining up to 40% may be developed with mixed uses, including residential, commercial, and employment centers. Residential density may be up to 12 units per acre, and at least 20% of all housing must be affordable, missing-middle, or reserved for Hometown Hero workers. The bills substantially limit local government authority over land use. A blue ribbon project may be built regardless of existing future land uses or zoning, and no comprehensive plan amendment or rezoning may be required. If a proposal meets the statutory checklist, the local government must administratively approve it. Local review is strictly limited to verifying compliance with the bill’s criteria. There is no policy discretion, no public hearing requirement, and no ability for a city or county to deny a compliant project. Failure to act within the deadlines results in automatic approval. Developers may also use private providers for plan review and building inspections. Once approved, the project’s development plan must be recorded in the public records and run with the land. The bills create an administrative appeal process through the Department of Commerce. Developers may appeal a local denial, and affected residents or entities may challenge an approval through a chapter 120 hearing, though only on limited grounds. The Department must determine whether the project meets the statutory requirements and issue a final order. Overall, the bills shift major land-use authority from local governments to the state, require automatic approval of qualifying mega-projects, and significantly restrict local planning, public input, and growth-management discretion.

UPDATE: CS/SB 354 was amended to strengthen conservation protections for Blue Ribbon Projects. The amendment requires a Blue Ribbon Plan to include an easement in favor of the Department of Agriculture and Consumer Services over portions of the reserve area, limited to uses consistent with the public purposes set forth in s. 570.71(1), Florida Statutes. It also requires Blue Ribbon Projects to include a covenant providing that any easements granted to the state or local governments must be conveyed without charge. Collectively, these changes are intended to ensure that the required 60% conservation area of a Blue Ribbon Project is permanently preserved for conservation, agriculture, wildlife corridors, or open space.

UPDATE 2: The bill has passed its first two committees and has one stop remaining before it could be heard by the full legislature.

UPDATE 3: HB 299 increased the minimum project size to 15, 000 acres, while **SB 354** retains a 10,000 acre threshold. The bills differ in terms of process, with the amended House bill restores public hearings and formal comprehensive plan adoption at the local level, both bills substantially limit traditional local growth-management discretion by allowing qualifying megaprojects to proceed independent of existing land use designations and by substituting a statutorily prescribed planning framework for locally adopted development standards.

Standards for Storm Water Systems

SB 558 & HB 239: – SB 558 passed its first committee of reference, the Senate Environment and Natural Resources Committee, and has two more committee stops in the Senate. HB 239 has three committee references and has not yet received a committee hearing. The bills require all stormwater systems, when installing new storm pipe and storm structures, to adhere to the state Department of Transportation's annual Standard Specifications for Road and Bridge Construction, specifically the sections on "Pipe Culverts" and "Pipe Liner." The bills also mandate that final inspections must be performed by a NASSCO Pipeline Assessment Certification Program (PACP) certified technician employed by a third-party licensed engineering firm that does not have a controlling interest in the company that installed the system. The bills specify that these standards supersede all existing and local standards in municipalities and counties.

Commercial Construction Projects

SB 526 & HB 405: SB 526 was heard February 2 in the Senate Governmental Oversight and Accountability Committee. This is the second of three committee stops in the Senate. HB 405 has passed all committees of reference and is now eligible for consideration by the full House. The bills address public construction projects, commercial construction projects, and the use of private providers for commercial construction projects. For public construction projects, the bills provide that a provision in a public construction project that waives, extinguishes, or releases the rights of a contractor to recover costs or damages, or to obtain an extension for delays in performance, is void and unenforceable if the delay is caused in whole or in part by the local government or its agents. For commercial construction projects, the bills direct the Florida Building Commission to create a “uniform commercial building permit application” by December 31, 2027. The bills specify minimum requirements for the contents of such an application. The uniform application must be accepted for use statewide, and it may not be modified.

Department of Financial Services

HB 1303 & SB 1572: HB 1303 has three committee references and has not yet received a committee hearing. SB 1572 also has three committee references and has

not received a committee hearing. The bills seek to formally establish the Florida Agency for Fiscal Oversight to audit local governments, impose fines for financial noncompliance, enhance whistle-blower protections, and expand contract transparency requirements. The identified goal is to identify unnecessary spending and conduct audits of local governments that propose new or increased taxes. The power to issue penalties such as administrative fines and withhold certain state funds from local governments that fail to provide requested fiscal information is authorized. A new requirement for annual financial ethics training for agency employees, elected officials, and volunteers is included. Whistle-blower protections are extended to those employees of local governments who report information to the new oversight agency. Additionally, there is a prohibition on agencies and vendors from entering into contracts that bar participation with or require nondisclosure arrangements for the oversight agency. Local governments are mandated to submit yearly Local Government Efficiency Reports to the Department of Financial Services. Counties are required to track and post contract information within the State secure contract tracking system or an approved alternative.

UPDATE: Neither bill has been heard in committee.

Local Government Spending

SB 1566 & HB 1329: SB 1566 has three committee references and has not yet received a committee hearing. HB 1329 also has three committee references and has not received a committee hearing. The bills propose to expand local government budget posting requirements, increase budget transparency, require budget-cutting exercises, and prohibit publicly funded diversity, equity, and inclusion initiatives. The minimum posting period for tentative county and municipal budgets is increased from two to 14 days and requires that final budgets remain posted online for five years instead of two years. The posted budgets are required to feature enhanced data accessibility, including searchable formats, downloadable financial data and graphs, and detailed employee salary and travel expense listings. A budget-cutting exercise is mandated by county and municipal budget officers whereby they go through a process of identifying 10% in specific reductions to tentative budgets, to be performed at least 14 days before final adoption. The notice period for public hearings on county budget amendments is increased from two to seven days, and there is a requirement that adopted amendments be posted online at least seven days before adoption and remain online for five years. A new prohibition is created preventing local governments from expending public funds or contracting for any diversity, equity, and inclusion programs, with enforcement and potential fines administered by the Chief Financial Officer.

UPDATE: CS/SB 1566 has been amended to add a provision that would require each municipal utility, including water, wastewater, stormwater, electric, and gas utilities, to reinvest utility service revenues back into the utility, thus prohibiting the transfer of utility funds to the general fund. The bill also requires that the utility must develop a budget forecast and strategies for maintenance and optimal service every five years. **Both bills** have past the first of three stops in their respective chambers, but neither is on an agenda for hearing this week.

UPDATE 2: Both bills expand statutory requirements governing online publication, accessibility, and public transparency of county and municipal budget information. Both bills require counties and municipalities to post tentative budgets on their official websites at least 14 days before the public hearing, rather than the current two-day requirement, and to maintain final adopted budgets online for at least five years instead of two years. The bills also require that posted budget information be made available in enhanced public-facing formats that allow users to view budget data in searchable form,

filter financial information by fund or department, review historical revenue and expenditure trends, download financial data, and view information through graphical displays. The legislation further increases transparency requirements for budget amendments by requiring public hearings on certain amendments to be advertised at least seven days in advance, requiring proposed amendments to be posted online before adoption, and requiring adopted amendments to remain publicly available for at least five years and be incorporated into publicly accessible budget datasets.

CS/CS/HB 1329 includes additional requirements not contained in the Senate bill. The House bill requires municipalities and counties to publish searchable listings of employee salaries and employee travel expenses as part of posted budget data. It also requires local governments to conduct a “budget-cutting exercise” at least 14 days before final budget adoption, identifying specific reductions totaling 10% of the tentative budget that could be achieved without reducing essential public services or violating legal obligations. The results of this exercise must be posted online for public review.

CS/CS/SB 1566, as amended, does not include earlier provisions relating to municipal utility revenue restrictions or reinvestment requirements, which were removed from the bill. Instead, the Senate bill focuses solely on expanded budget transparency, posting timelines, and public accessibility requirements applicable to local governments.

UTILITIES SERVICES:

CS/CS/HB 1451 and **CS/CS/SB 1724** apply to extraterritorial service by municipal gas, electric, water, and sewer utilities. The bills eliminate statutory authority for utilities to impose an automatic 25% surcharge on extraterritorial water and sewer service. Instead, a water and sewer utility may, after holding a public hearing, set separate rates, fees, and charges for extraterritorial customers based on the same factors used to set rates, fees, and charges for customers within the municipality. Such separate rates, fees, and charges may not exceed the rates, fees, and charges for customers within the municipality by more than 25%.

CS/CS/SB 1724 provides that utilities that have pledged currently authorized surcharge revenues for debt service may continue to impose the current law surcharge until such debt is retired or renewed. The effective date of this change in surcharge authority is July 1, 2026, in CS/CS/SB 1724, whereas CS/CS/HB 1451 specifies an effective date of July 1, 2027.

CS/CS/HB 1451 further provides that a municipality providing extraterritorial water or wastewater services to another municipality through use of a water treatment or sewer treatment plant located within the other municipality must charge the same rates, fees, and charges for the customers of the other municipality as it charges for the utility's own municipal customers. The bills impose an annual reporting requirement to the Florida Public Service Commission for utilities providing extraterritorial gas, electric, water, or wastewater service, beginning January 2028 (CS/CS/HB 1451 requires the report beginning January 2027). For each type of utility service provided, the report must specify: The number and percentage of customers receiving extraterritorial service. CS/CS/HB 1451 also requires the utility to report the total number of utility customers. The volume and percentage of sales made to such customers and the gross revenues generated from such sales. CS/CS/HB 1451 also requires the utility to report the gross revenues generated from all sales. Whether the rates, fees, and charges imposed on extraterritorial customers are different from the rates, fees, and charges imposed on customers within the municipality and, if so, the amount and percentage of the differential.

CS/CS/HB 1451 would further require this information for each customer class for which a differential exists. CS/CS/HB 1451 also requires the report to include the percentage

and revenues generated from the provision of utility services that were used to fund or finance nonutility government functions or services of the municipality, and the percentage of the municipality's nonutility budget that was funded by such revenues. CS/CS/HB 1451 authorizes the Public Service Commission to impose penalties of up to $5,000 per day on utilities that fail to file the report. The Public Service Commission must compile the reported information into an annual report submitted to the Governor and legislature.

AFFORDABLE HOUSING/LIVE LOCAL ACT

SB 1548 and CS/CS/HB 1389 amend the Live Local Act (LLA) and the Florida Fair Housing Act. The bills require municipalities and counties to authorize LLA projects on property owned by a county, municipality, or school board. It prohibits the application of dimensional regulations, such as step-backs or setbacks, to an LLA project that would have the effect of reducing the project's building height below the height authorized by the LLA. The bills clarify that farms and farm operations are not commercial or industrial uses for purposes of the LLA. The bills allow an LLA applicant to choose which version of the LLA they wish to proceed under. Lastly, the bills amend the Florida Fair Housing Act to include governmental entities and agencies within the definition of the term "person" under the Act. The bills specify that it is unlawful for any person to discriminate in land use permitting and development decisions based on how a project is funded or whether it is intended to provide affordable housing. The bills waive sovereign immunity in suits for discriminatory housing practices under the Act.

CS/CS/HB 1389 was amended to expand the Act to include parcels greater than three acres owned by a church with a public house of worship on it for at least five years. This expands the Act to include church property located within residential areas. The house of worship must continue on the property after the development is constructed. CS/CS/HB 1389 also prohibits a local government from applying setback or stepback requirements to a Live Local project that exceeds the minimum setbacks and step-backs applicable in the underlying zoning district. In addition, CS/CS/HB 1389 eliminates the authority of a local government to opt out of the ad valorem tax exemption for multifamily housing projects that provide a percentage of affordable units, even if there is no shortage of affordable housing units within the local government. Finally, the bill requires local governments to adopt an ordinance by December 2026 to allow accessory dwelling units to be constructed on any residential property. The government may regulate the permitting, construction and use of the ADU, but it may not prohibit the ADU's use as a vacation rental. The local government may not increase parking requirements for the ADU, and it may not require the primary residence to be

owner-occupied. The local government may not require approval of the ADU to be subject to any public hearing, zoning, conditional use, or special exception requirement.