City Commission Regular Meeting
Tuesday, September 24, 2024 at 6:30 PM

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

1. OPENING OF MEETING

Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Senior Chaplain Thomas Prucnal 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: Recognizing the month of September as Senior Center Month

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 City Commission minutes from the regular meeting held on September 10, 2024.

7.B Consider the approval of the 2025 Community Redevelopment Agency (CRA) and City Commission Meeting Dates.

7.C Resolution No. 65-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.

7.D Resolution No. 66-24: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant for the Construction Phase of Taxiway B Reconstruction and Removal of Runway 7/25 Ends.

7.E Resolution No. 67-24: Consider the adoption of a Resolution, which if adopted, would approve a FDOT Grant for Exhibit A - Airport Property Inventory Maps Update.

7.F Consider the approval of Amendment No. 6 the Consultant Engineering Agreement for Avcon, Inc. for Building Assessments of Airport buildings.

7.G Consider the approval of a City of New Smyrna Beach Community Redevelopment Agency (CRA) Historic Westside Preservation Grant (50-50 Matching Grant) Application for the Mary S. Harrell Black Heritage Museum to Paint the Exterior of the Museum Located at 314 N. Duss Street and the adjacent Heritage House for Eligible Facade Improvements.

7.H Consider the approval of a New Smyrna Beach Community Redevelopment Agency (CRA) Adaptive Reuse Opportunity 50-50 Matching Grant Approval not to exceed $250,000 to Blue Orange Holdings, LLC for an Eligible Commercial Facade / Exterior Property Improvement Project Located at 540 N. Dixie Freeway, New Smyrna Beach.

7.I Consider the approval of FY 24/25 CDBG funds to make improvements to Pettis Park.

7.J Consider the approval of the Hidden Lakes Village Emergency Access Easement Maintenance Reimbursement Agreement.

7.K Consider the approval to award RFQ 26-24-PLAN for Property Appraisal Services to Bullard, Hall & Adams, Inc., Colliers International Valuation &

Advisory Services, LLC, Cushman & Wakefield, Eminent Valuation PLC, Heffington and Associates, Pomeroy Appraisal, Property Valuation & Consulting, Inc., and The Urban Group, Inc.

7.L Consider the approval of an Indemnity Agreement between Florida Health Care Plan (FHCP) and the City of New Smyrna Beach.

7.M Consider the approval of a Fire Management Building Expansion Design - Architect Revision.

7.N Consider the approval of the Fiscal Year 2025 Blanket Purchase Orders exceeding $50,000.

7.O Consider the approval of the updated Interlocal Agreement and Application for participation in the Municipal Transport Program.

7.P Consider the approval of the Use Agreement between Volusia County and New Smyrna Beach for use of reserve ambulance(s).

7.Q Consider the approval for a change order to the Marina Dock Repair PO.

7.R Consider the approval of a License Agreement with the Council on Aging of Volusia County at the Live Oak Cultural Center.

7.S Special Event: Consider the approval of the Shark Bite Expo, Half Marathon and 5k along with the Feeding Frenzy 5k 2025, to be held on January 18 and January 19, 2025.

7.T Consider a Deed of Gift for the sculpture at Watch and Warn Park.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Charter Officers' Compensation and Contract Discussion

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 53-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the City Code to require business impact estimates for certain municipal ordinances.

9.B Ordinance No. 54-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would approve the Proposed Annual Budget of the Utilities Commission, New Smyrna Beach, for the Fiscal Year of October 1, 2024 through September 30, 2025.

9.C Resolution No. 71-24: Consider the adoption of a Resolution, which if adopted, would approve the Fiscal Year 2024-2025 CRA Budget.

9.D Resolution No. 68-24: Consider the adoption of a Resolution, which if adopted, would adopt the final New Smyrna Operating Millage Rate.

9.E Resolution No. 69-24: Consider the adoption of a Resolution, which if adopted, would adopt the final New Smyrna I & S 2018 Maximum Millage Rate.

9.F Resolution No. 70-24: Consider the adoption of a Resolution, which if adopted, would adopt the final New Smyrna Beach Budget for Fiscal Year 2024-2025.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 52-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend and restate the fire pension benefits.

11. BOARDS AND COMMISSIONS

12. MAYOR AND COMMISSION REPORTS

13. CITY CLERK'S REPORT

13.A City Clerk's Report

14. CITY ATTORNEY'S REPORT

15. 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: RECOGNIZING THE MONTH OF SEPTEMBER AS SENIOR CENTER MONTH

September 24, 2024

Background:

Mayor Fred E. Cleveland and the City Commission will present a proclamation recognizing the month of September as Senior Center Month.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Senior Center Month Proclamation.pdf

City of New Smyrna Beach
Proclamation
Recognizing September
as
"Senior Center Month"

WHEREAS, Senior Center Week originated in 1979, was proclaimed by former President Ronald Reagan in 1985, and extended to the full month of September in 2007; and

WHEREAS, innovative programs hosted at senior centers have changed the perception of aging and created community resources for aging expertise; and

WHEREAS, senior centers work with community partners to provide access to resources such as healthcare, financial planning, transportation assistance, socialization, and meal programs; and

WHEREAS, the Council on Aging in New Smyrna Beach provides seniors with wellness classes, music-oriented activities, and nutritionally balanced breakfasts and lunches through the Southeast Volusia-area Meals on Wheels Program; and

WHEREAS, Senior Center Month serves as an opportunity to highlight the positive impact that senior centers have on the lives of older adults and their communities.

NOW, THEREFORE, I, Fred E. Cleveland, Mayor of the City of New Smyrna Beach, do hereby proclaim the month of September as Senior Center Month.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2024.

FRED E. CLEVELAND
MAYOR

ATTEST:

KELLY MCQUILLEN
CITY CLERK

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

CITY MANAGER'S REPORT

September 24, 2024

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Tammy Kosorok - Executive Assistant

Attachments:

CM Report 9-24-24 with 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 – September 24, 2024**

Date: September 17, 2024

The Joy to the Arts Event 2024 special event application which was continued to the September 24 meeting, has been withdrawn by the applicant.

On September 19, the CM met with the ACA Executive Director Jennifer Coolidge and the ACA Chair Russ North and toured the facilities.

On September 20 the CM, ACM, city staff, and the city's parking consultant will meet with county staff along with their off-beach parking contractor, to discuss collaboration between the city and county systems.

The CM will be speaking at the Habitat for Humanity Groundbreaking for three new homes on Sept 26 at 540 Roper Street.

The CM along with members of the City Commission will be attending the VLOC Network and Reception Dinner in Ormond Beach on Sept 26.

The meeting to discuss the SR 44 Corridor Study has been rescheduled to September 30. The CM, ACM, Development Services Director, and City Engineer will meet with FDOT representatives and the city's consultant to discuss the project.

The CM and members of the City Commission will be attending the Chamber of Commerce State of the State Luncheon on Oct 2.

Please see attached letter from Turnbull Creek Preservation Board Chair Donna Athearn regarding requesting funding from the county for yearly maintenance of the Turnbull Creek.

Glenn Storch, the Deering Park Innovation Center applicant, has requested that the first reading for the DPIC PUD scheduled for the 10/22/24 city commission meeting, be continued until the 1/28/25 meeting. The requested work session will be scheduled sometime prior to 1/28/25.

Attached please find the August 2024 Financial Report.

Attached please find the August 2024 Digital Media Report.

Attached please find the August 2024 Permit Issuance Summary Report.

Attached please find the August 2024 NSBU Monthly Capacity Metrics Report.

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

September 09, 2024

City Of New Smyrna Beach

Mayor Cleveland and the Members of the City Commission

The Turnbull Creek Preservation Board met on August 19th, to discuss the future maintenance opportunity of the Creek following the dredging project currently underway.

In order to provide continued flow of the watershed benefits of the Turnbull Creek, it is our collective agreement that the Volusia County Representative, Danny Robbins and the County Council be approached to ask for funding assistance for a yearly maintenance program through Mosquito Control, a special county taxing district.

With the city maintenance department having new equipment to assist in drainage and stormwater maintenance, we recommend asking the Volusia County Council to apply funding in the budget for a yearly Turnbull Creek Stormwater Management program that can be applied to the main watershed in New Smyrna Beach.

Our committee recommendations can be presented to the County Council Members electronically from our meeting presentation in August. The Committee Chairperson, Donna Athearn, would be available to present "Turnbull Creek's Future Presentation" at the meeting to the Council if needed.

Donna Athearn
Chairperson
Turnbull Creek Preservation Board

NEW SMYRNA BEACH

FLORIDA

Monthly Budget Report Fiscal Year 2024

August 2024

This financial unaudited overview reflects the City's overall unaudited financial condition through August 2024 or 92% of the fiscal year. Revenues at or above the 92% benchmark are favorable, while expenses at or below the 92% benchmark are also favorable. It is important to note that expenses are listed showing amounts that have been paid plus amounts that have been encumbered for payment. The first table below provides a summary of the revenues and expenditures to date by fund. Additional detail by fund type is provided in the subsequent tables.

Fund	Original Budget	Adj Annual Budget[1]	YTD Actual Revenues[2]	YTD %	YTD Actual Expenses[3]	YTD %
001 - General Fund	$ 50,605,704	$ 54,896,188	$ 44,116,491	80%	$ 42,385,473	77%
003 - Brannon Civic Center	739,394	799,543	905,195	113%	684,048	86%
004 - Golf Course	2,181,592	2,269,406	2,070,613	91%	1,934,234	85%
101 - Stormwater Utility Fee	7,319,257	10,524,518	5,893,694	56%	5,689,655	54%
103 - Special Law Enforcement Revenue	25,000	25,000	55,984	224%	-	-
104 - Airport/Industrial Park Revenue	8,098,372	10,743,402	7,221,970	67%	8,756,361	82%
105 - Police Impact Fee Revenue	425,000	791,938	182,105	23%	713,399	90%
106 - Fire Impact Fee Revenue	300,000	689,895	209,085	30%	34,191	5%
107 - Recreation Impact Fee Revenue	140,000	140,000	508,139	363%	-	-
109 - Transportation Impact Fee Revenue	650,000	650,000	547,443	84%	150,548	23%
113 - Building & Inspection Revenue	4,837,761	4,968,311	2,615,520	53%	3,912,348	79%
115 - Parking Fund Revenue	2,265,407	2,842,379	1,476,111	52%	2,314,569	81%
125 - CRA Revenue	3,914,935	3,914,935	2,035,256	52%	446,413	11%
130 - ARPA	-	300,000	35,021	0%	300,083	100%
204 - Debt Service Revenue	560,872	560,872	561,452	100%	560,872	100%
206 - 2021 Series Note	9,643,381	11,643,381	2,130,601	18%	2,499,142	21%
207 - SRF Debt Service Sinking	53,310	53,310	56,826	107%	53,300	100%
208 - Debt Service 2005 Revenue	466,446	466,446	466,446	100%	466,476	100%
209 - Debt Service GOB 2005 & 2018	1,783,885	1,783,885	1,820,352	102%	1,782,373	100%
210 - Debt Service Capital Improvement Note	658,284	658,284	658,284	100%	658,313	100%
301 - Capital Projects - Land/Property	90,000	592,069	77,643	13%	594,336	100%
302 - Capital Projects	4,792,180	32,418,748	11,422,123	35%	14,863,448	46%
303 - GOB Capital Projects	-	228,184	20,997	9%	56,553	25%
405 - Sanitation	9,825,782	9,825,782	7,903,047	80%	7,268,501	74%
408 - City Marina	403,661	731,296	333,896	46%	650,103	89%
501 - Garage	1,528,697	2,278,697	1,394,746	61%	2,132,647	94%
Total	**$ 111,308,920**	**$ 154,796,468**	**$ 94,719,038**	**61%**	**$ 98,907,386**	**64%**

[1]Adjusted Annual Budget reflects the additon of carryforward encumbrances and budget changes.

[2]Interfund Transfers are recorded on a quarterly basis.

[3]YTD Actual Expenses also include amounts encumbered on Blanket Purchase Orders to be used the entire fiscal year.

[4] YTD Encumbrances equal $12,554,776.31.

CITY POOLED CASH

The table below lists by fund the City's pooled cash. Each fund can effectively deposit or withdraw funds without prior notice or penalty.

Pooled Cash	8/31/24
001 - General Fund	$ 2,085,881
003 - Brannon Center	276,514
004 - Golf Course	582,646
101 - Stormwater Utility Fee	10,891,334
103 - Special Law Enforcement Revenue	218,771
104 - Airport/Industrial Park Revenue	970,902
105 - Police Impact Fee Revenue	1,688,234
106 - Fire Impact Fee Revenue	1,632,014
107 - Recreation Impact Fee Revenue	1,869,861
109 - Transportation Capital Revenue	4,573,929
113 - Building & Inspection Revenue	1,550,210
115 - Parking Fund Revenue	3,525,763
125 - CRA	5,678,972
130 - ARPA	822,624
204 - Debt Service Revenue	6,997
205 - SRF Loan Debt Service Reserve	103,341
206 - FMLC 2000B Revenue Bond	2,793,394
207 - SRF Debt Service Sinking	133,157
208 - Debt Service 2005 Revenue	24,758
209 - Debt Service GOB 2005 & 2018	559,937
210 - Debt Service Capital Impr Note	18,943
211 - Debt Service Capital Note Isleboro	0
301 - Turnbull Creek	2,440,931
302 - Capital Projects	21,691,062
303 - Capital Projects	709,595
405 - Sanitation	1,634,217
408 - City Marina	536,701
501 - Garage	690,237
Total	**$ 67,710,927**

GENERAL FUND

Through this period the City's GF has collected a total of **$44,116,491** or 83**%** of its projected annual revenues. For the same period, the GF has expended **$42,385,473** or 77% of budgeted annual expenditures. Note that all expenses include amounts that have been encumbered on a purchase order, plus amounts that were expensed.

General Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
Taxes	$ 36,242,429	$ 36,242,429	$ 34,927,702	96%
Licenses & Permits	288,870	288,870	261,709	91%
Intergovernmental	3,494,760	3,494,760	3,032,770	87%
Charges for Services	4,228,107	4,303,690	4,120,319	96%
Fines & Forfeitures	593,970	593,970	735,696	124%
Miscellaneous[1]	369,585	369,585	1,038,294	281%
Transfers	250,000	-	-	-
Appropriated Reserves	5,137,983	8,102,365	-	0%
Total	**$ 50,605,704**	**$ 53,395,669**	**$ 44,116,491**	**83%**

General Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
City Commission	$ 308,174	$ 318,174	$ 310,585	98%
City Manager	1,265,388	1,265,388	993,298	78%
City Clerk	540,402	540,402	414,468	77%
Business/Econ Dev	648,698	739,024	387,178	52%
Finance	1,286,644	1,286,644	918,409	71%
Information Technology	1,577,157	1,577,157	1,321,807	84%
Human Resources	619,035	679,035	622,404	92%
City Attorney	727,881	727,881	497,199	68%
Planning & Engineering	1,499,274	1,517,009	1,305,242	86%
Non Departmental [1]	4,397,854	8,311,266	4,684,782	56%
Public Works	452,017	503,106	413,885	82%
Police	11,708,174	11,795,926	8,949,222	76%
Fire	9,273,436	8,721,902	6,570,852	75%
Fire Transport	615,145	615,319	467,861	76%
Emergency Oper Center	48,507	41,639	25,258	61%
Streets	2,437,498	2,510,465	1,549,747	62%
Recreation	1,738,528	1,800,034	1,689,755	94%
Parks	2,253,736	2,301,164	1,857,260	81%
Sports Complex	1,206,155	1,241,711	1,149,746	93%
Building & Maintenance	589,725	581,800	446,032	77%
Interfund Transfers	7,412,276	7,821,141	7,810,481	100%
Total	**$ 50,605,704**	**$ 54,896,188**	**$ 42,385,473**	**77%**

[1] YTD Actual may include purchase orders for capital equipment that will be carried forward from FY23.

These items have been ordered but have not been delivered.

CITYWIDE DEBT

The table below lists the City's current outstanding debt.

Citywide Outstanding Debt as of 09/30/24		
Capital Improvement Notes	$	10,105,000
Capital Improvement Line of Credit		9,643,381
Stormwater Note Payable - Islesboro		1,634,761
General Obligation Refunding Note Series 2014		-
General Obligation Note, Series 2019		7,585,000
State Revolving Fund Notes		75,729
Capital Lease - Fire Truck		424,940
Capital Lease - Golf Carts		22,439
Total	**$**	**29,491,250**

SPECIAL REVENUE FUNDS

Special Revenue Funds include dedicated special revenue source funds and impact fee funds. Fiscal YTD actual to annual budget comparisons are shown below.

Revenues	Original Budget	Adj. Annual Budget	Appropriated Fund Reserves	YTD Actual	YTD % Received
101 - Stormwater	$ 7,319,257	$ 6,499,501	$ 3,349,154	$ 5,893,694	60%
103 - Special Law	25,000	-	25,000	55,984	224%
104 - Airport	8,098,372	7,879,859	1,606,917	7,221,970	76%
105 - Police Impact	425,000	325,000	274,042	182,105	30%
106 - Fire Impact	300,000	190,000	499,895	209,085	30%
107 - Recreation Impact	140,000	140,000	-	508,139	363%
109 - Transportation Impact	650,000	650,000	-	547,443	84%
113 - Building & Inspection	4,837,761	3,571,237	1,366,525	2,615,520	53%
115 - Parking	2,265,407	1,200,000	1,586,875	1,476,111	53%
125 - CRA	3,914,935	2,327,690	1,587,245	2,035,256	52%
130 - ARPA	-	-	300,000	35,021	12%
Total	**$ 27,975,732**	**$22,783,287**	**$10,595,653**	**$20,780,327**	**91%**

Expenses	Original Budget	Adj Annual Budget	Appropriated Fund Reserves	YTD Actual	YTD % Expended
101- Stormwater	$ 7,319,257	$ 7,175,364	$ 3,349,154	$ 5,689,655	54%
103 - Special Law Enforcemen	25,000	-	25,000	-	0%
104 - Airport	8,098,372	9,136,485	1,606,917	8,756,361	82%
105 - Police Impact	425,000	517,896	274,042	713,399	90%
106 - Fire Impact	300,000	190,000	499,895	34,191	5%
107 - Recreation Impact	140,000	140,000	-	-	0%
109 - Transportation Impact	650,000	650,000	-	150,548	23%
113 - Building & Inspection	4,837,761	3,601,786	1,366,525	3,912,348	79%
115 - Parking	2,265,407	1,255,504	1,586,875	2,314,569	81%
125 - CRA	3,914,935	2,327,690	1,587,245	446,413	11%
130 - ARPA	-	-	300,000	300,083	100%
Total	**$ 27,975,732**	**$24,994,725**	**$10,595,653**	**$22,317,567**	**89%**

ENTERPRISE & INTERNAL SERVICE FUNDS

The City's enterprise funds include the sanitation marina and garage funds. Fiscal YTD actual to annual budget comparisons are shown below.

Fund	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Received
405 - Sanitation	$ 9,825,782	$ 9,825,782	$ 7,903,047	80%
408 - City Marina	403,661	701,307	333,896	48%
501 - Garage	1,528,697	2,278,697	1,394,746	61%
Total	**$ 11,758,140**	**$ 12,805,786**	**$ 9,631,689**	**75%**

Fund	Original Budget	Adj Annual Budget	YTD Actual	YTD % Expended
405 - Sanitation	$ 9,825,782	$ 9,825,782	$ 7,268,501	74%
408 - City Marina	403,661	731,296	650,103	89%
501 - Garage	1,528,697	2,278,697	2,132,647	94%
Total	**$ 11,758,140**	**$ 12,835,775**	**$ 10,051,251**	**78%**

GOLF COURSE

The table below lists Golf Course revenue and expenses for this period.

Golf Course	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Greens Fees	$ 850,000	$ 850,000	$ 926,541	109%
Cart Fees	600,000	600,000	447,359	75%
Memberships	200,000	200,000	196,663	98%
Other Revenue	254,400	254,400	222,858	88%
Transfer from General Fund	277,192	277,192	277,192	100%
Total Revenue	**$ 2,181,592**	**$ 2,181,592**	**$ 2,070,613**	**95%**
Expenses				
Administration				
Personnel	$ 663,428	$ 663,428	$ 465,768	70%
Operating	479,895	479,895	441,663	92%
Maintenance				
Personnel	543,874	543,874	480,145	88%
Operating [1]	394,691	393,214	357,684	91%
Capital	99,704	188,995	188,975	100%
Total Expense	**$ 2,181,592**	**$ 2,269,406**	**$ 1,934,234**	**85%**
Profit(Loss)			136,378	

[1] Operating expenses include Blanket Purchase orders for the entire fiscal year.

BRANNON CENTER

The table below lists Brannon Civic Center AND Live Oak revenues and expenses for this period.

Brannon & Live Oak Center	Original Budget	Adj. Annual Budget	YTD Actual	YTD % Rec'd/Exp
Revenue				
Facility Rental	$ 167,500	$ 167,500	$ 299,272	179%
Transfer From General Fund	571,894	632,043	605,923	96%
Total Revenue	**$ 739,394**	**$ 799,543**	**$ 905,195**	**113%**
Expenses				
Personnel	$ 297,039	$ 298,239	$ 209,444	70%
Operating Expense	442,355	426,408	399,708	94%
Capital Expense	-	74,896	74,896	100%
Total Expense	**$ 739,394**	**$ 799,543**	**$ 684,048**	**86%**

Social Media Followers as of Sept. 16, 2024 (+/- change from prior report)				
Facebook	**Nextdoor**	**X**	**Instagram**	**Threads**
24,013 **(+130)**	14,456 **(+132)**	4,254 **(+24)**	4,260 **(+34)**	760 **(+48)**

Top 3 Performing Facebook Posts in August 2024				
Topic	**Impressions**	**Interactions**	**Comments**	**Shares**
New pickup location for non-compliant yard signs	45,198	141	75	18
Sandbag distribution for Tropical Cyclone Four	12,669	74	16	49
This Week in NSB roundup for Aug. 19-25	11,450	61	13	6

Bottom 3 Performing Facebook Posts in August 2024				
Topic	**Impressions**	**Interactions**	**Comments**	**Shares**
Volusia County Road Improvements Meetings	1,285	7	3	0
This Week in NSB roundup for Aug. 12-18	1,437	3	0	0
This Week in NSB roundup for Aug. 26 to Sept. 1	1,511	7	0	0

Public Meeting Streaming Analytics in August 2024 (+/- change from prior report)				
Total Page Views	**Total Visits**	**Total Unique Visitors**	**Streaming Device Used**	
6,555 **(+2,937)**	4,135 **(+720)**	2,327 **(+955)**	Desktop 74% **(-13)**	Mobile 25% **(+4)**
Top 5 Most Watched Meetings (Views)		**Views by Referral Source**	**Top 10 Visitors by Location (Views)**	
1. Aug. 13 City Commission Regular Meeting (828)		1. City website (4,770)	1. NSB (3,233)	6. Daytona Beach (110)
2. Aug. 7 City Commission Workshop (184)		2. Direct (891)	2. Miami (557)	7. Glencoe (63)
3. Aug. 27 City Commission Regular Meeting (116)		3. CNSB Sharepoint (358)	3. Edgewater (382)	8. Lake Mary (62)
4. Aug. 5 Planning & Zoning Board Regular Meeting (52)		4. Facebook (146)	4. Orlando (342)	9. DeLand (55)
5. Aug. 8 Airport Noise Public Forum (18)		5. Google Search (87)	5. Port Orange (135)	10. Altamonte Springs (45)

PERMIT ISSUANCE SUMMARY (08/01/2024 TO 08/31/2024)
FOR CITY OF NEW SMYRNA BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Antennas	Antenna	1	0	$5,000.00	$356.35
	ANTENNAS TOTAL:	**1**	**0**	**$5,000.00**	**$356.35**
Building (Commercial)	Alteration, Remodel, Repair	3	1	$46,344.00	$1,852.09
	Interior Demo	1	5,000	$5,000.00	$290.55
	Re-roof	3	4,806	$63,900.00	$1,744.45
	Windows/Doors/Garage Doors	15	11,843	$110,070.80	$5,489.63
	BUILDING (COMMERCIAL) TOTAL:	**22**	**21,650**	**$225,314.80**	**$9,376.72**
Building (Residential)	Accessory/Detach Structure < 200 sf	1	40	$3,369.00	$82.73
	Accessory/Detach Structure > 200 sf	1	1,100	$20,000.00	$627.67
	Addition	4	2,396	$434,366.00	$3,327.16
	Alteration, Remodel, Repair	23	16,092	$783,189.92	$12,383.95
	Mobile Home	2	1,803	$67,000.00	$1,139.55
	New Single Family	10	34,098	$1,358,374.00	$92,847.42
	New Townhouse	4	8,718	$970,000.00	$27,663.24
	Re-roof	60	118,305	$1,067,001.87	$5,312.38
	Screen Enclosure	8	4,525	$81,194.00	$2,906.60
	Shutters	4	1	$90,618.14	$346.92
	Siding	2	2,080	$30,000.00	$173.46
	Windows/Doors/Garage Doors	36	24,103	$352,661.80	$3,076.92
	BUILDING (RESIDENTIAL) TOTAL:	**155**	**213,261**	**$5,257,774.73**	**$149,888.00**
Certificate of Occupancy	Certificate of Occupancy	10	38,473	$4,064,996.00	$0.00
	CERTIFICATE OF OCCUPANCY TOTAL:	**10**	**38,473**	**$4,064,996.00**	**$0.00**
Demolition (Commercial)	Demolition	1	0	$10,960.00	$746.65
	DEMOLITION (COMMERCIAL) TOTAL:	**1**	**0**	**$10,960.00**	**$746.65**
Demolition (Residentiall)	Demolition	2	3,632	$18,270.00	$631.89
	DEMOLITION (RESIDENTIALL) TOTAL:	**2**	**3,632**	**$18,270.00**	**$631.89**
Dock & Seawalls (Commercial)	Seawalls	1	0	$650,100.00	$8,862.76
	DOCK & SEAWALLS (COMMERCIAL) TOTAL:	**1**	**0**	**$650,100.00**	**$8,862.76**
Dock & Seawalls (Residential)	Docks	2	0	$43,000.00	$1,240.81
	Seawalls	1	0	$45,000.00	$690.01
	DOCK & SEAWALLS (RESIDENTIAL) TOTAL:	**3**	**0**	**$88,000.00**	**$1,930.82**
Electrical (Commercial)	Electrical Repairs	8	0	$43,100.00	$2,197.95
	Generator	1	0	$33,000.00	$725.78
	Service-New/Upgrade	2	0	$3,165.00	$324.16
	ELECTRICAL (COMMERCIAL) TOTAL:	**11**	**0**	**$79,265.00**	**$3,247.89**
Electrical (Residential)	Electrical Repairs	29	0	$108,968.00	$2,469.81
	Generator	15	0	$195,599.74	$1,369.53
	Service-New/Upgrade	2	0	$3,760.00	$173.46

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

PERMIT ISSUANCE SUMMARY (08/01/2024 TO 08/31/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
	ELECTRICAL (RESIDENTIAL) TOTAL:	**46**	**0**	**$308,327.74**	**$4,012.80**
Engineering	Fence-Non-Residential	2	938	$39,795.00	$883.86
	Fence-Residential	26	2,965	$113,377.00	$2,150.98
	Paver/Patio/Driveway/Seal Coat-Resic	8	14,129	$127,835.00	$661.84
	Right of Way	16	2,805	$0.00	$0.00
	Site Clearing (Commercial)	1	150,000	$1,628,228.00	$0.00
	ENGINEERING TOTAL:	**53**	**170,837**	**$1,909,235.00**	**$3,696.68**
Fire	Fire Alarm System	1	500	$350.00	$83.82
	Fire Line	1	1,128	$4,000.00	$252.36
	Fire Sprinkler System	2	79,333	$147,300.00	$7,013.58
	Fire-Special Events-Tent	3	7,200	$8,100.00	$383.16
	FIRE TOTAL:	**7**	**88,161**	**$159,750.00**	**$7,732.92**
Gas (Residential)	Gas Lines	4	0	$7,969.00	$346.92
	Gas Tanks	1	0	$6,443.74	$86.73
	Generator	1	0	$19,900.00	$82.73
	GAS (RESIDENTIAL) TOTAL:	**6**	**0**	**$34,312.74**	**$516.38**
Mechanical (Commercial)	Mechanical New	2	0	$103,400.00	$1,356.94
	Mechanical Repair/Replace	9	0	$165,620.00	$4,620.79
	MECHANICAL (COMMERCIAL) TOTAL:	**11**	**0**	**$269,020.00**	**$5,977.73**
Mechanical (Residential)	Mechanical Repair/Replace	110	0	$1,108,912.00	$9,431.86
	MECHANICAL (RESIDENTIAL) TOTAL:	**110**	**0**	**$1,108,912.00**	**$9,431.86**
Plumbing (Commercial)	Plumbing Repairs/Replace	1	0	$24,000.00	$581.48
	PLUMBING (COMMERCIAL) TOTAL:	**1**	**0**	**$24,000.00**	**$581.48**
Plumbing (Residential)	Plumbing Repairs/Replace	18	0	$29,324.00	$1,561.14
	PLUMBING (RESIDENTIAL) TOTAL:	**18**	**0**	**$29,324.00**	**$1,561.14**
Pool (Commercial)	In Ground	1	941	$90,000.00	$1,454.31
	POOL (COMMERCIAL) TOTAL:	**1**	**941**	**$90,000.00**	**$1,454.31**
Pool (Residential)	In Ground	9	13,939	$617,628.00	$7,023.61
	Pool with Enclosure	4	6,416	$383,731.00	$3,638.89
	POOL (RESIDENTIAL) TOTAL:	**13**	**20,355**	**$1,001,359.00**	**$10,662.50**
Sign	Monument	2	39	$14,213.00	$844.15
	Temporary Sign/Banner	1	240	$1,200.00	$158.08
	Wall Mounted	4	53	$8,566.26	$827.36
	SIGN TOTAL:	**7**	**332**	**$23,979.26**	**$1,829.59**
Solar (Residential)	Solar	4	0	$108,754.60	$410.79
	SOLAR (RESIDENTIAL) TOTAL:	**4**	**0**	**$108,754.60**	**$410.79**

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

PERMIT ISSUANCE SUMMARY (08/01/2024 TO 08/31/2024)

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Tree Removal	Tree Removal Commercial	2	0	$0.00	$362.00
	Tree Removal Residential	9	0	$0.00	$372.00
	TREE REMOVAL TOTAL:	**11**	**0**	**$0.00**	**$734.00**
	GRAND TOTAL:	**494**	**557,642**	**$15,466,654.87**	**$223,643.26**

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

From: Debbie Simmons
To: Kosorok, Tammy
Cc: Cowper, Kevin; Efren Chavez
Subject: Requested NSBU Monthly Capacity Metrics - August 2024
Date: Tuesday, September 10, 2024 1:08:05 PM
Attachments: image002.png

CAUTION: EXTERNAL EMAIL

Tammy,

Forwarding the requested NSBU monthly capacity metrics; for August 2024.

Thank you,

Debbie Simmons | Executive Mgr./Records Custodian
New Smyrna Beach Utilities
(O) 386-424-3001
Email dsimmons@nsbufl.com

New Smyrna Beach ···UTILITIES···

Electric

August 2024

Peak (MW)	% of Available Capacity
107 MW	80.7%

Water

	Demand(MGD)	% Treatment Capacity
August 2024	5.503	54.4%

Wastewater

	TMADF(MGD)	% Treatment Capacity
August 2024	3.713	53.0%

Definitions:
MGD = Millions of Gallons per Day
TMADF = 3 Month Average Day Flow (this is the flow that our capacity available is determined on with FDEP)
Water Plant Permit Capacity = 10.368 MGD
Wastewater Plant Permit Capacity = 7.0 MGD

PLEASE NOTE: Florida has a very broad public records law. Most written communications, and email addresses, sent to or

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

CONSIDER THE ADOPTION OF THE CITY COMMISSION MINUTES FROM THE REGULAR MEETING HELD ON SEPTEMBER 10, 2024.

September 24, 2024

Background:

A regular City Commission meeting was held on Tuesday, September 10, 2024. The meeting minutes are attached for City Commission review and adoption consideration.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

09-10-24 Reg.pdf

City Commission Regular Meeting
Tuesday, September 10, 2024 at 6:30 PM
Minutes

1. OPENING OF MEETING

Having been duly advertised as required by law, the regular meeting of the City Commission of the City of New Smyrna Beach, Florida, was held on Tuesday, September 10, 2024, at the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida 32168.

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

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Bill Kitchen gave the invocation. Retired FDNY Lieutenant Brian Grisanti led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Cowper reported moving item 9.D (Ordinance No. 45-24) before items 8.A and 8.B.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Oath of Office: The Honorable Judge Wesley Heidt of the Seventh Judicial Circuit Court of Volusia County will administer the Oath of Office to City Manager Kevin Cowper.

The Honorable Judge Wesley Heidt delivered the Oath of Office to City Manager Kevin Cowper.

5. CITY MANAGER'S REPORT

5.A City Manager's Report

City Manager Cowper outlined a report.

6. PUBLIC PARTICIPATION

Pasquale Brignola, 391 South Timberland Drive, thanked the Commission for their help regarding the neighborhoods near South Timberland Drive and Paige Avenue.

Don and Erin Anderson, 569 Maytown Road, commented on the Oak Hill Youth Baseball League. He commended the New Smyrna Beach Athletic Director, David Burgoon. He shared that Mr. Burgoon has helped their club grow to something special for them.

Jana Caswell, 1104 North Peninsula Avenue, asked the Commission to consider the implementation of a community calendar. She shared that she googled examples of community calendars.

7. CONSENT AGENDA

7.A Consider the approval of Amendment No. 05 to the Consultant Engineering Agreement for Avcon, Inc. for Exhibit A - Airport Property Inventory Maps Update.

Motion:
Commissioner Martin moved to approve Amendment No. 05 to the Consultant Engineering Agreement for Avcon, Inc. for Exhibit A - Airport Property Inventory Maps , as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.B Consider the approval of Amendment No. 9 to the Consultant Engineering Agreement for Avcon, Inc. for Disadvantaged Business Enterprise (DBE) Plan Update.

Motion:
Commissioner Martin moved to approve Amendment No. 9 to the Consultant Engineering Agreement for Avcon, Inc. for Disadvantaged Business Enterprise (DBE) Plan Update, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.C Consider the approval of Amendment No. 01 to the Consultant Engineering Agreement for Avcon, Inc. for Taxiway B Rehabilitation and Runway 7-25 Pavement End Removal Construction Phase Services.

Motion:
Commissioner Martin moved to approve Amendment No. 01 to the Consultant Engineering Agreement for Avcon, Inc. for Taxiway B Rehabilitation and Runway 7-25 Pavement End Removal Construction Phase Services, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.D Consider the approval of an Award of Bid to Masci General Contractor, Inc. for Taxiway B Reconstruction and Runway 7-25 Pavement Removal.

Motion:
Commissioner Martin moved to approve the award to bid to Masci General Contractor, Inc for Taxiway B Reconstruction and Runway 7-25 Pavement Removal, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.E Consider the approval of FAA Grant Offer for Construction of Taxiway B Reconstruction and Removal of Runway Ends of 7/25 and authorizing the Mayor, City Manager, and City Attorney to execute the grant award on behalf of the City.

Motion:
Commissioner Martin moved to approve the FAA Grant Offer for Construction of Taxiway B Reconstruction and Removal of Runway Ends of 7/25 and authorize the Mayor, City Manager, and City Attorney to execute the grant award on behalf of the City, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.F Consider the adoption of the City Commission minutes from the regular meetings held on August 13, 2024 and August 27, 2024.

Motion:
Commissioner Martin moved to adopt the City Commission minutes from August 13, 2024 and August 27, 2024, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.G Consider the approval of the Farmer's Market Memorandum of Understanding renewal for two years, to expire on September 30, 2026.

Motion:
Commissioner Martin moved to approve the Farmers' Market MOU, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.H Resolution No. 56-24: Consider the adoption of a Resolution, which if adopted, would approve the absence of the Vice Mayor during the regular City Commission meeting scheduled for Tuesday, September 24, 2024.

Motion:
Commissioner Martin moved to adopt Resolution No. 56-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.I Consider the approval of a contract award to Topline Recreation, Inc. for RFP 23-24-CRA Mary Avenue Tot Lot Improvements Project.

Motion:
Commissioner Martin moved to approve the contract to award RFP 23-24-CRA to Topline Recreation, Inc., as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.J Resolution No. 57-24: Consider the adoption of a Resolution, which if adopted, would add an administrative fee for Milestone Inspection Reports for aging structures.

Motion:
Commissioner Martin moved to adopt Resolution No. 57-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.K Consider the approval of an application for a Sidewalk Café Agreement for the Little Griddle restaurant located at 412 Canal Street.

Motion:
Commissioner Martin moved to the Sidewalk Café Agreement for the Little Griddle, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.L Consider the approval of the purchase of one (1) ambulance from Ten-8 Fire & Safety LLC utilizing the Florida Sheriff Association Cooperative Purchasing Program.

Motion:
Commissioner Martin moved to approve the purchase of one (1) ambulance from Ten-8 Fire & Safety, LLC, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.M Resolution No. 58-24: Consider the adoption of a Resolution, which if adopted, would approve a 3% increase for annual slip leases and transient slip rates at the City Marina effective October 1, 2024.

Motion:
Commissioner Martin moved to adopt Resolution No. 58-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.N Special Event: Consider the approval of the Joy to the Arts Event 2024, to be held on Saturday December 14, 2024.

Motion:
Vice Mayor Perrine moved to continue the item to the September 24, 2024 City Commission agenda. Commissioner Martin seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Hartman voting no.

7.O Consider the approval and purchase of 70 Glock 45 9mm handguns, Aim Point ACRO Red Dots, Streamlight TLR-7A weapon lights and Safariland duty holsters.

Motion:
Commissioner Martin moved to approve the purchase of 70 Glock 45 9mm handguns, Aim Point ACRO Red Dots, Streamlight TLR-7A weapon lights and Safariland duty holsters, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

7.P Resolution No. 64-24: Consider the adoption of a Resolution, which if adopted, would amend the FY2023-2024 budget.

Motion:
Commissioner Martin moved to adopt Resolution No. 64-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

9.D Ordinance No. 45-24: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if approved, would rezone a property by adding the Historic Building Overlay District, (HBOD) to a property located at 403 Magnolia Street known as the Woman's Club.

City Attorney Avallone read Ordinance No. 45-24, for the second time, by title only.

Senior Planner Bob Mathen outlined a presentation.

Applicant Curtis Hodges commented in support of the vision for the Women's Club. He shared it would be called the "Magnolia" and stated it would be a venue for New Smyrna Beach. He wanted to opportunity to give back to the community.

Mayor Cleveland opened the public hearing.

Stephanie Rees, 201 Lake Waterford Drive, commented on behalf of the Historic Preservation Commission.

Robbie Gibson-Minor, 2839 South Asciano Court, thanked the Commission and Mr. Hodges for coming forward to preserve the historic preservation of the building.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 45-24, as submitted. Commissioner Hartman seconded the motion, and the motion carried 4-1 by majority vote, with Vice Mayor Perrine voting no.

8.A Consider the approval to authorize the City Manager to execute a Commercial Contract between the City of New Smyrna Beach and the Karter Presley Lynaugh Trust for property located at 403 Magnolia Street, New Smyrna Beach Florida.

Motion:
Vice Mayor Perrine moved to approve the Commercial Contract between the City of New Smyrna Beach and the Karter Presley Lynaugh Trust for the property located at 403 Magnolia Street, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

8.B Consider the approval to authorize the City Manager to execute Restrictive Covenants for property located at 403 Magnolia Street, New Smyrna Beach, Florida.

Motion:
Commissioner Martin moved to approve the City Manager to execute Restrictive Covenants for the property located at 403 Magnolia Street, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.C Pavilion Rentals & Indoor Adult Athletics Fees

Motion:
Vice Mayor Perrine moved to approve the Pavilion Rentals and Indoor Athletics Fees, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

8.D Review and consider the approval of a Proportionate Fair Share Agreement (PFSA) for the off-site roadway improvements that are required for impacts caused by the development of the Ardisia Park (formerly known as Shell Pointe) PUD Phases 1 through 4 residential subdivision, for the total of $2,035,346.20 to be paid toward roadway improvements for Sugar Mill Drive and Pioneer Trail, both County roads, and SR 44, a State FDOT road.

Motion:
Commissioner Martin moved to approve Proportionate Fair Share Agreement (PFSA), as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Conduct a Quasi-Judicial Public Hearing to review and consider the approval of minor revisions to the previously approved but not yet recorded Final Plat for Shell Pointe Phases 1 and 2 (S-3-22), including renaming the plat and area as Ardisia Park and authorizing the Mayor to execute the Contract for Plat Recording.

A Quasi-Judicial Public Hearing was conducted to consider the approval of minor revisions to the previously approved but not yet recorded Final Plat for Shell Pointe Phases 1 and 2 (S-3-22), including renaming the plat and area as Ardisia Park, authorizing the Mayor to execute the Contract for Plat Recording.

Chief Planner Jeff Gove outlined the request.

Development Services Director Shane Corbin outlined a presentation.

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

Motion:
Commissioner Martin moved to approve the minor revisions to the of minor revisions to the previously approved but not yet recorded Final Plat for Shell Pointe Phases 1 and 2 (S-3-22), including renaming the plat and area as Ardisia Park and authorizing the Mayor to execute the Contract for Plat Recording, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

9.B Ordinance No. 34-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would create a Large-Scale Comprehensive Plan amendment, changing the Future Land Use from Agriculture, Forestry Resource, and Conservation to Industrial Mixed-Use on approximately 1,618 + acres of land located south of State Road 44 and west of I-95 known as Deering Park Innovation Center (DPIC).

City Attorney Avallone read Ordinance No. 34-24, for the second time, by title only.

Development Services Director Shane Corbin outlined a presentation.

Applicant Attorney Glenn Storch outlined a presentation and answered questions.

Mayor Cleveland opened the public hearing.

Steve Gunter, 140 Temple Street, commented in opposition to the ordinance. He commented on transparency, conservation, and ecotourism. He commented on letting the owners develop it for what it was zoned for already.

Doug Everson, 805 East 2nd Avenue, commented on his background in drainage issues. He suggested holding the developers accountable to ensure they do what they were supposed to do.

Stephanie Ford, CEO of the Southeast Volusia Chamber of Commerce, commented on the benefits of the business community. She commented on thoughtful development, proper planning west of I-95. She commented on balancing the tax base. She commented on traffic being diverted onto the continuance of Williamson Boulevard.

Christel Saylor, 645 Ball Street, commented about overdevelopment. She commented on parking problems, Venetian Bay, Coastal Woods, and flooding.

John Joaquin, 4617 South Atlantic Avenue, commented in support of the ordinances. He thanked City Staff and Commissioners for their hard work.

Robbie Gibson-Minor, South Asciano Court, asked the Commission to postpone the amendments to the Comprehensive Plan.

Elizabeth Bell, 2224 Deerwood Drive, was concerned about taking so much property out of conservation land.

Sonia Gentry, commented in opposition to the ordinances.

Listen to speaker, commented in opposition to the ordinances.

Tony Otte, 3530 Grand Tuscany Way, commented in support of the ordinances. He commented on job creation, the corridor, and an agricultural award. He shared that the plan had many good features. He commented on recognizing opportunities that our positive for the community.

Bliss Jameson, representing the Southeast Volusia Manufacturing and Technology, commented in support of the ordinances. She urged the Commission to adopt both ordinances and to keep working with the landowners. She shared it would help diverse the tax base.

Tiffany Kyle, 620 Pine Shores, recommended revising the comprehensive plan. She was concerned that they were giving up their power by rezoning all of it to mixed use. She asked that the Commission allow for more conservation area, if adopted.

Bob Williams, 767 Pine Shores Circle, commented in support of the ordinances. He mentioned benefits such as four hundred acres of conservation land and diversifying the tax base. He respectfully requested that the Commission adopt the ordinances.

Chris Traegan, 3015 Eureka Avenue, commented on the ordinances.

Jennifer Collins, 253 Minorca Beach Way, commented in support of the ordinances. She commented on sustainability,

Alex Knight, 2217 Juanita Drive, commented in opposition to the ordinances. He was concerned about the natural water flow. He commented on getting a better detailed plan before rezoning.

John Causey, 3538 Tuscany Reserve Boulevard, thanked the Commission for their work. He commented on Mr. Storch's comments. He shared that he heard Mr. Storch state that they would be willing to revisit the MDA. He shared that they were vested for thirsty years based upon the MDA and PUD that would be signed this year. He asked the Commission to take their time to make it appropriate for a win-win for everybody.

Tyson Coles, 1490 James Street, commented in opposition to the ordinances. He stated that this was the last bit of land that could be developed and asked the Commission to think about that. He shared that there were many people who were unaware of this project and mentioned they would be more vocal.

Scott Stager, 466 Champaign Circle, commented in support of the ordinances.

Mayor Cleveland closed the public hearing.

Motion:
Vice Mayor Perrine moved to adopt Ordinance No. 34-24, as submitted. Commissioner McGuirk seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Martin voting no.

Motion:
Commissioner Hartman moved to extend the meeting past 10:30 PM. Commissioner McGuirk seconded the motion, and the motion carried 3-2, by majority vote, with Commissioner Martin and Mayor Cleveland voting no.

9.C Ordinance No. 42-24: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would establish Deering Park Innovation Center at New Smyrna Beach by amending language in the Future Land Use Element of the Comprehensive Plan.

City Attorney Avallone read Ordinance No. 42-24, for the second time, by title only.

Development Services Director Shane Corbin outlined a presentation.

Applicant Attorney Glenn Storch outlined a presentation and answered questions.

Mayor Cleveland opened the public hearing.

Mayor Cleveland closed the public hearing.

Motion:
Commissioner Hartman moved to adopt Ordinance No. 42-24, as submitted. Vice Mayor Perrine seconded the motion, and the motion carried 4-1 by majority vote, with.

10. ORDINANCES - FIRST READING

10.A Ordinance No. 53-24: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the City Code to require business impact estimates for certain municipal ordinances.

City Attorney Avallone read Ordinance No. 53-24, the first time, by title only. She reported that the second reading and public hearing would be conducted on September 24, 2024.

11. BOARDS AND COMMISSIONS

11.A Airport Advisory Board: Consider the reappointments/appointments of (3) three members to serve three-year terms set to expire on September 9, 2027.

The City Clerk distributed a ballot and asked the Commissioners to select three of the four listed applicants. The results were:

- Commissioner Hartman selected Cheily Diaz, Celeste Lester, and Rulon Starley
- Commissioner McGuirk selected Cheily Diaz, Celeste Lester, and Rulon Starley
- Mayor Cleveland selected Cheily Diaz, Celeste Lester, and Rulon Starley
- Vice Mayor Perrine selected Cheily Diaz, Gary Norville, and Rulon Starley
- Commissioner Martin selected Cheily Diaz, Celeste Lester, and Rulon Starley

By majority Ballot Vote, Rulon Starley and Celeste Lester were reappointed, with a term limit waiver for Celeste Lester and appointed Chelly Diaz to serve three-year terms, expiring on September 9, 2027.

12. MAYOR AND COMMISSION REPORTS

Commissioner Hartman commented on the Venetian Bay water studies and the recent rainy weather. He shared it was a work in progress.

Commissioner Martin commented about diversifying the tax base.

Commissioner McGuirk welcomed the new City Manager to his first official meeting.

Vice Mayor Perrine commented on the number of emails received earlier in the day. She welcomed the new City Manager.

Mayor Cleveland welcomed the new City Manager. He commented on attending the Elected Roundtable Event.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

As there was no further business to discuss, Mayor Cleveland adjourned the meeting at 10:40 PM.

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

CONSIDER THE APPROVAL OF THE 2025 COMMUNITY REDEVELOPMENT AGENCY (CRA) AND CITY COMMISSION MEETING DATES.

September 24, 2024

Background:

The City Charter mandates that the City Commission hold meetings on the second and fourth Tuesday of each month. A calendar of Regular, Special and Workshop Meetings Dates has been created pending City Commission approval.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

City Commission - 2025 Regular Meeting and Deadline Schedule.pdf
CC Special Meeting and Workshop Calendar - 2025.pdf
2025 City of New Smyrna Beach Holiday Schedule.pdf

City of New Smyrna Beach
City Commission
2025 Regular Meeting Schedule

MEETING DATES

The City Commission meets on the 2nd and 4th Tuesday of each month at 6:30 p.m., unless otherwise indicated.

The City Commission does not conduct regular meetings in July, nor do they conduct a second regular meeting in December.

MEETING LOCATION

Unless otherwise advertised, the City Commission will meet at the City Commission Chambers, 214 Sams Avenue.

AGENDA ITEM SUBMITTAL DEADLINES

In order to adequately review requests and prepare any necessary reports for the City Commission, agenda item submittal deadlines are established as indicated below. Agenda items are to be totally completed and entered into the Agenda Management System to the City Manager for final review and approval by the deadlines established below:

Regular Meeting Date	Agenda Item Submittal Deadline
January 14, 2025	December 30, 2023
January 28, 2025	January 14, 2025
February 11, 2025	January 28, 2025
February 25, 2025	February 11, 2025
March 11, 2025	February 25, 2025
March 25, 2025	March 11, 2025
April 8, 2025	March 25, 2025
April 22, 2025	April 8, 2025
May 13, 2025	April 29, 2025
May 27, 2025	May 13, 2025
June 10, 2025	May 27, 2025
June 24, 2025	June 10, 2025
August 12, 2025	July 29, 2025
August 26, 2025	August 12, 2025
September 9, 2025	August 26, 2025
September 23, 2025	September 9, 2025
October 14, 2025	September 30, 2025
October 28, 2025	October 14, 2025
November 11, 2025	October 28, 2025
November 25, 2025	November 11, 2025
December 9, 2025	November 25, 2025

there are three (3) weeks instead of two (2) weeks lapsing between the April 22nd & May 13th, and the September 23rd & October 14th meetings

City of New Smyrna Beach
City Commission
2025 CRA, Special & Workshop Meeting Schedule

Meeting Location

Unless otherwise advertised, the City Commission meets at the City Commission Chambers, 214 Sams Avenue.

Agenda Item Submittal Deadlines

In order to adequately review requests and prepare any necessary reports for the City Commission, agenda item submittal deadlines are established as indicated below. Agenda items are to be totally completed and entered into Granicus to the City Manager for final review and approval by the deadlines established below:

Date	Meeting Type	Time	Agenda Item Submittal Deadline
January 28, 2025	CRA Regular Meeting	6:10 PM	January 14, 2025
April 22, 2025	CRA Regular Meeting	6:10 PM	April 8, 2025
July 22, 2025	CRA Regular Meeting	5:00 PM	July 8, 2025
July 22, 2025	Special Meeting - *Set Proposed Max Millage*	5:30 PM	July 8, 2025
August 6, 2025	Budget Workshop	9:00 AM - 4:00 PM	July 22, 2025
September 10, 2025	Budget First Public Hearing	5:30 PM	August 27, 2025
September 23, 2025	Budget Second Public Hearing	6:30 PM	September 9, 2025
October 28, 2025	CRA Regular Meeting	6:10 PM	October 14, 2025
December 11, 2025	Strategic Planning Update	9:00 AM - 4:00 PM	November 26, 2025

City of New Smyrna Beach
2025 Holiday Schedule

Holiday	Weekday	Date
New Year's Day	Wednesday	January 1, 2025
Martin Luther King's Birthday	Monday	January 20, 2025
Memorial Day	Monday	May 26, 2025
Independence Day	Friday	July 4, 2025
Labor Day	Monday	September 1, 2025
Thanksgiving Day	Thursday	November 27, 2025
Day After Thanksgiving	Friday	November 28, 2025
Christmas Eve	Wednesday	December 24, 2025
Christmas Day	Thursday	December 25, 2025

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 65-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD AMEND THE FY2023-2024 BUDGET.

September 24, 2024

Background:

This budget amendment is a mini year-end true-up account balancing of certain revenue and expense accounts as follows:

Debt 208 and 210 interest of $60
Workers Comp shortage of $400
Project 24TLP - Mary Ave Tot Lot funds transferred from CRA and CDB Grant $73,326
Fire Pension State Contribution $50,651
Police Pension State Contribution $144,602

Fiscal Analysis:

General Fund Adopted Budget: $50,605,704
General Fund Amended Budget: $53,646,388
ALL Funds Adopted Budget: $111,308,920
ALL Funds Amended Budget: $141,130,293

Strategic Plan Item:

No

Staff Report Created By: Cindy Revelle

Attachments:

RES 65-24 Exhibit A.pdf
Res 65-24 FY2023-2024 Budget Amendment.pdf

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET RES 57-23	RES 60-23	RES 65-23	RES 67-23	RES 69-23	RES 03-24	RES 04-24	RES 05-24	RES 09-24	RES 12-24	RES 13-24	RES 14-24	RES 20-24	RES 21-24	RES 23-24	RES 26-24	RES 35-24	RES 36-24	RES 37-24	RES 38-24	RES 40-24	RES 42-24	RES 43-24	RES 44-24	RES 52-24	RES 64-24	RES 65-24	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 50,605,704			$ 2,476,474		$ 34,029	$ (250,000)	$ 23,789		$ 140,511		$ 10,000	$ 76,050			$ 30,870	$ 91,570				$ 51,089		$ 30,000	$ 75,583	$ -	$ 55,006	$ 195,713	$ 53,646,388
003 - BRANNON CENTER / LIVE OAK	$ 739,394					$ 34,029																			$ 26,120			$ 799,543
004 - GOLF COURSE	$ 2,181,592																											$ 2,181,592
101 - STORMWATER	$ 7,319,257			$ 2,388,068									$ 76,050			$ 30,870	$ 34,410											$ 9,848,655
103 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000																											$ 25,000
104 - AIRPORT / INDUSTRIAL PARK	$ 8,098,372		$ 67,300	$ 1,471,104															$ (150,000)									$ 9,486,776
105 - POLICE IMPACT FEE	$ 425,000			$ 55,157			$ 80,000						$ 38,885															$ 599,042
106 - FIRE IMPACT FEE	$ 300,000			$ 499,895			$ (110,000)																					$ 689,895
107 - RECREATION IMPACT FEE	$ 140,000																											$ 140,000
109 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000																											$ 650,000
113 - BUILDING & INSPECTIONS	$ 4,837,761			$ 100,001																								$ 4,937,762
115 - PARKING FUND	$ 2,265,407			$ 252,285		$ 83,300	$ 148,000								$ 30,772			$ 6,161		$ 950								$ 2,786,875
125 - COMMUNITY REDEVELOPMENT	$ 3,914,935																										$ -	$ 3,914,935
130 - ARPA FUND	$ -										$ 300,000																	$ 300,000
204 - DEBT SERVICE FUND	$ 560,872																											$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE)	$ 9,643,381												$ 2,000,000															$ 11,643,381
207 - SRF DEBT SERVICE SINKING FUND	$ 53,310																											$ 53,310
208 - DEBT SERVICE 2005 REV REFUND	$ 466,446																										$ 30	$ 466,476
209 - DEBT SERVICE GO BOND 2005	$ 1,783,885																											$ 1,783,885
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,284																										$ 30	$ 658,314
211 - CAPITAL NOTE ISLESBORO	$ -																											$ -
301 - CAPITAL PROJECTS - TURNBULL CREEK	$ 90,000			$ 136,286	$ 53,190					$ 288,952																		$ 568,428
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,000)		$ 11,223,905		$ 79,950			$ 7,925	$ 387,368	$ 300,000		$ 2,013,000				$ 57,160		$ 3,500,000			$ 4,250					$ 73,326	$ 22,414,064
303 - GOB CAPITAL PROJECTS FUND	$ -			$ 169,314																								$ 169,314
405 - SANITATION	$ 9,825,782																											$ 9,825,782
408 - CITY MARINA	$ 403,661			$ 283,949										$ 13,697														$ 701,307
501 - GARAGE	$ 1,528,697			$ 750,000																								$ 2,278,697
TOTAL ALL FUNDS	**$ 111,308,920**	**$ -**	**$ (25,000)**	**$ 19,806,438**	**$ 53,190**	**$ 231,308**	**$ (132,000)**	**$ 23,789**	**$ 7,925**	**$ 816,831**	**$ 600,000**	**$ 10,000**	**$ 4,203,985**	**$ 13,697**	**$ 30,772**	**$ 61,740**	**$ 183,140**	**$ 6,161**	**$ 3,350,000**	**$ 950**	**$ 51,089**	**$ 4,250**	**$ 30,000**	**$ 75,583**	**$ 26,120**	**$ 55,006**	**$ 269,099**	**$ 141,130,293**

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 001 GENERAL FUND								
001	00130000	329401		GARAGE SALES PERMITS	1,830	460	2,290	YE BALANCE TRUE-UP
					REVENUES	**460**		
001	00151901	524001		WC	489,630	400	490,030	YE BALANCE TRUE-UP
001	00158101	500208		TRANSFERS TO DEBT SERVICE	466,446	30	466,476	YE BALANCE TRUE-UP
001	00158101	500210		TRANSFERS TO DEBT SERVICE	658,284	30	658,314	YE BALANCE TRUE-UP
					EXPENDITURES	**460**		
Total 208 DEBT								
208	20830000	381001		TRANSFERS FROM GENERAL FUND	466,446	30	466,476	YE BALANCE TRUE-UP
208					**REVENUES**	**30**		
208	20858201	572001		INTEREST	76,446	30	76,476	YE BALANCE TRUE-UP
208					**EXPENDITURES**	**30**		
Total 210 DEBT								
210	21030000	381001		TRANSFERS FROM GENERAL FUND	658,284	30	658,314	YE BALANCE TRUE-UP
210					**REVENUES**	**30**		
210	21058201	572001		INTEREST	168,284	30	168,314	YE BALANCE TRUE-UP
210					**EXPENDITURES**	**30**		
Total 125 CRA FUND								
125	12551502	583006		OTHER GRANTS AND AIDS	2,210,000	(50,000)	2,160,000	PRJ# 24TLP - MARY AVE TOT LOT
125	12558101	500302		TRANSFER TO CAPITAL PROJECTS FUND	79,950	50,000	129,950	PRJ# 24TLP - MARY AVE TOT LOT
125					**EXPENDITURES**	**-**		
Total 302 CAPITAL PROJECTS FUND								
302	30230000	331511		CDB GRANT	106,346	23,326	129,672	PRJ# 24TLP - MARY AVE TOT LOT
302	30230000	381125		TRANSFER FROM CRA FUND	79,950	50,000	129,950	PRJ# 24TLP - MARY AVE TOT LOT
302					**REVENUES**	**73,326**		
302	30257201	563203	24TLP	CAPITAL OUTLAY	106,346	73,326	179,672	PRJ# 24TLP - MARY AVE TOT LOT
302					**EXPENDITURES**	**73,326**		
Total 001 GENERAL FUND								
001	00130000	312510		FIRE INSURANCE PREMIUM TAX	305,000	50,651	355,651	2024 FY PENSION CONTRIBUTION - FIRE
001	00130000	312520		CASUALTY INS PREMIUM TAX	280,000	144,602	424,602	2024 FY PENSION CONTRIBUTION - POLICE
001					**REVENUES**	**195,253**		
001	00152201	522004		PD/FD STATE PENSION CONTRIB	305,000	50,651	355,651	2024 FY PENSION CONTRIBUTION - FIRE
001	00152101	522004		PD/FD STATE PENSION CONTRIB	280,000	144,602	424,602	2024 FY PENSION CONTRIBUTION - POLICE
001					**EXPENDITURES**	**195,253**		

RESOLUTION NO. 65-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023-2024 TO REVISE REVENUES, OPERATING EXPENDITURES, TRANSFERS AND CAPITAL EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Resolution No. 57-23, which adopted the budget for the City of New Smyrna Beach for the Fiscal Year 2023-2024, and was amended by Resolution Nos. 60-23, 65-23, 67-23, 69-23, 03-24, 04-24, 05-24, 09-24, 12-24, 13-24, 14-24, 20-24, 21-24, 23-24, 25-24, 26-24, 35-24, 36-24, 37-24, 38-24, 40-24, 42-24, 43-24, 44-24, 52-24 and 64-24 is hereby further amended in order to provide for adjustments in revenues and expenditures.

SECTION 2. That portion of Section 1 of Resolution No. 64-24 reflecting estimated revenues, operating expenditures, and transfers and capital expenditures is hereby amended by increasing or decreasing certain funds identified.

SECTION 3. The Budget Amendment Schedule attached hereto as **Exhibit "A"** identifies the specific accounts being modified as summarized in Section 2, above.

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 9/16/2024

Exhibit "A"

ADOPTED BUDGET FISCAL YEAR 2023 - 2024

FUND	ADOPTED BUDGET RES 57-23	RES 59-23	RES 65-23	RES 67-23	RES 69-23	RES 03-24	RES 04-24	RES 05-24	RES 09-24	RES 12-24	RES 13-24	RES 14-24	RES 20-24	RES 21-24	RES 23-24	RES 26-24	RES 35-24	RES 36-24	RES 37-24	RES 38-24	RES 40-24	RES 42-24	RES 43-24	RES 44-24	RES 52-24	RES 64-24	RES 65-24	TOTAL AMENDED BUDGET
001 - GENERAL FUND	$ 10,625,054			$ 2,476,414		$ 34,029	$ (295,000)	$ 21,395		$ 140,511		$ 10,000	$ 96,640			$ 508,650	$ 913,650				$ 61,000		$ 30,000	$ 75,583	$ -	$ 55,006	$ 105,133	$ 15,366,388
003 - HOA/SOUTH COUNTRY DRAIN	$ 759,504					$ 34,029																			$ 26,129			$ 795,945
005 - GOLF COURSE	$ 5,181,597																											$ 5,181,597
011 - STORMWATER	$ 7,319,257			$ 2,258,068									$ 76,932			$ 50,870	$ 34,429											$ 9,849,555
015 - SPECIAL LAW ENFORCEMENT TRUST	$ 25,000																											$ 25,000
044 - AIRPORT - INDUSTRIAL PARK	$ 8,999,372		$ 67,200	$ 1,471,164															$ (1,550,960)									$ 9,986,776
045 - POLICE IMPACT FEE	$ 425,800			$ 55,157			$ 60,000						$ 38,855															$ 599,812
046 - FIRE IMPACT FEE	$ 320,800			$ 499,895			$ (110,000)																					$ 710,695
047 - RECREATION IMPACT FEE	$ 140,000																											$ 140,000
048 - TRANSPORTATION CAPITAL PROJECTS	$ 650,000																											$ 650,000
113 - HOUSING & DEPARTMENT	$ 1,837,767			$ 100,000																								$ 1,937,767
115 - PARKING FUND	$ 2,295,607			$ 252,285		$ 87,300	$ 140,000								$ 20,772			$ 6,184		$ 950								$ 2,746,875
25 - COMMUNITY REDEVELOPMENT	$ 3,914,935																										$ -	$ 3,914,935
39 - ARPA FUND	$ -										$ 360,000																	$ 360,000
504 - DEBT SERVICE FUND	$ 560,872																											$ 560,872
506 - DEBT SERVICE FUND (2021 SPOT)	$ 9,643,381												$ 2,000,000															$ 11,643,381
507 - MUNICIPAL SERVICE SINKING FUND	$ 53,439																											$ 53,439
508 - DEBT SERVICE 2005 REVENUE FUND	$ 966,176																										$ 90	$ 966,176
509 - DEBT SERVICE GO BOND 2005	$ 1,783,885																											$ 1,783,885
510 - 2013 CAPITAL IMPROVEMENT NOTE	$ 658,234																										$ 50	$ 658,234
511 - CAPITAL NOTE REDEMPTION	$ -																											$ -
301 - CAPITAL PROJECTS - TURNSTILE EPTIX	$ 99,800			$ 156,296	$ 87,350					$ 298,952																		$ 546,429
302 - CAPITAL PROJECTS FUND	$ 4,792,180	$ (25,400)		$ 11,224,995		$ 29,950			$ 7,025	$ 397,368	$ 300,000		$ 2,013,600				$ 47,360		$ 3,500,000			$ 4,250					$ 73,226	$ 22,413,064
303 - GOB CAPITAL PROJECTS FUND	$ -			$ 160,314																								$ 160,314
005 - SANITATION	$ 9,875,787																											$ 9,875,787
408 - CITY MARINA	$ 403,661			$ 763,949										$ 11,457														$ 781,307
501 - GARAGE	$ 1,529,097			$ 759,000																								$ 2,276,097
TOTAL ALL FUNDS	$ 111,308,970	$ -	$ (25,400)	$ 67,300	$ 19,889,438	$ 63,979	$ 231,329	$ (132,605)	$ 28,420	$ 7,025	$ 811,831	$ 660,000	$ 10,000	$ 4,283,305	$ 11,457	$ 20,772	$ 617,660	$ 104,143	$ 6,161	$ 3,350,000	$ 950	$ 65,250	$ 30,000	$ 75,583	$ 26,129	$ 55,006	$ 209,095	$ 141,830,295

Exhibit "A" CONTINUED
STAFF RECOMMENDED ADJUSTMENTS

FUND	ORG	OBJ	PRJ	ACCOUNT DESCRIPTION	ADOPTED OR AMENDED BUDGET	ADJUSTMENT	REVISED	
Total 001 GENERAL FUND								
001	00130000	329401		GARAGE SALES PERMITS	1,830	460	2,290	YE BALANCE TRUE-UP
					REVENUES	**460**		
001	00151901	524001		WC	489,630	400	490,030	YE BALANCE TRUE-UP
001	00158101	500208		TRANSFERS TO DEBT SERVICE	466,446	30	466,476	YE BALANCE TRUE-UP
001	00158101	500210		TRANSFERS TO DEBT SERVICE	658,284	30	658,314	YE BALANCE TRUE-UP
					EXPENDITURES	**460**		
Total 208 DEBT								
208	20830000	381001		TRANSFERS FROM GENERAL FUND	466,446	30	466,476	YE BALANCE TRUE-UP
208					**REVENUES**	**30**		
208	20858201	572001		INTEREST	76,446	30	76,476	YE BALANCE TRUE-UP
208					**EXPENDITURES**	**30**		
Total 210 DEBT								
210	21030000	381001		TRANSFERS FROM GENERAL FUND	658,284	30	658,314	YE BALANCE TRUE-UP
210					**REVENUES**	**30**		
210	21058201	572001		INTEREST	168,284	30	168,314	YE BALANCE TRUE-UP
210					**EXPENDITURES**	**30**		
Total 125 CRA FUND								
125	12551502	583006		OTHER GRANTS AND AIDS	2,210,000	(50,000)	2,160,000	PRJ# 24TLP - MARY AVE TOT LOT
125	12558101	500302		TRANSFER TO CAPITAL PROJECTS FUND	79,950	50,000	129,950	PRJ# 24TLP - MARY AVE TOT LOT
125					**EXPENDITURES**	-		
Total 302 CAPITAL PROJECTS FUND								
302	30230000	331511		CDB GRANT	106,346	23,326	129,672	PRJ# 24TLP - MARY AVE TOT LOT
302	30230000	381125		TRANSFER FROM CRA FUND	79,950	50,000	129,950	PRJ# 24TLP - MARY AVE TOT LOT
302					**REVENUES**	**73,326**		
302	30257201	563203	24TLP	CAPITAL OUTLAY	106,346	73,326	179,672	PRJ# 24TLP - MARY AVE TOT LOT
302					**EXPENDITURES**	**73,326**		
Total 001 GENERAL FUND								
001	00130000	312510		FIRE INSURANCE PREMIUM TAX	305,000	50,651	355,651	2024 FY PENSION CONTRIBUTION - FIRE
001	00130000	312520		CASUALTY INS PREMIUM TAX	280,000	144,602	424,602	2024 FY PENSION CONTRIBUTION - POLICE
001					**REVENUES**	**195,253**		
001	00152201	522004		PD/FD STATE PENSION CONTRIB	305,000	50,651	355,651	2024 FY PENSION CONTRIBUTION - FIRE
001	00152101	522004		PD/FD STATE PENSION CONTRIB	280,000	144,602	424,602	2024 FY PENSION CONTRIBUTION - POLICE
001					**EXPENDITURES**	**195,253**		

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 66-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE A FDOT GRANT FOR THE CONSTRUCTION PHASE OF TAXIWAY B RECONSTRUCTION AND REMOVAL OF RUNWAY 7/25 ENDS.

September 24, 2024

Background:

Airport staff recently applied for and are being awarded a FDOT grant to cover the construction cost of Taxiway B rehabilitation, Runway 7/25 pavement removal. Total project cost is $5,140,229 with the FDOT grant covering $411,218 (8%) of this cost. The remaining balance will be covered by an FAA grant for 90% ($4,626,206) leaving the remaining $102,805(2%) covered by the airport fund.

Taxiway B reconstruction will correct geometry to be compliant with current FAA standards and remove excess and dilapidated shoulder pavement as it is not required. Removal of pavement from both ends of Runway 7/25 will allow the Airport to come into compliance with FAA violations to the runway obstacle free zone. On February 23, 2023, the Airport Advisory Board voted unanimously to recommend this project.

Fiscal Analysis:

Total project cost is $5,140,229 with the FDOT grant covering $411,218 (8%) of this cost. The remaining balance will be covered by an FAA grant for 90% ($4,626,206) leaving the remaining $102,805(2%) covered by the airport fund.

Line code 10454201.563203.24RWY

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

PTGA 451292-1 Construct TXWY B Rehab_ EVB.pdf
Res 66-24 FDOT PTGA Taxiway B Rehab NSB Airport.pdf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
451292-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construction of Taxiway B Rehabilitation at New Smyrna Beach Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $5,140,229. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $410,978 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors 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.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project includes reconstruction of Taxiway B from Runway 7 northeast to Runway 25 and includes corrections to the fillet geometry at intersections with taxiways and runways. To address Runway Obstacle Free Zone issues, pavement will be removed from both ends of Runway 7-25. The pavement removal will necessitate realignment of both ends of Taxiway B. The intersection of Taxiways B, C and D will be refined, removing excess pavement and ending Taxiway D at Taxiway C. Included in the project are modifications to the medium intensity runway and taxiway lights (MIRL and MITL) impacted by the construction, pavement markings, and stormwater permitting required by St. John's River Water Management District (SJRWMD). The project also includes replacement of Precision Approach Path Indicators (PAPIs) on Runway 7-25 and Runway 29, including power and control service. The project will also replace the Airfield Electrical Vault backup generator.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement repairs, pavement markings (removal and new), airfield lighting system, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, demolition, trenching and backfilling, airfield lighting, cables, guidance signs, conduits, lightning protection, structural concrete, required vault equipment modifications and upgrades (including replacement of vault generator), signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), replacement of PAPIs, drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

The specifics of the Project Scope for construction are described in and limited by the Bid Drawings identified as "TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL" prepared by AVCON, Inc., dated May 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

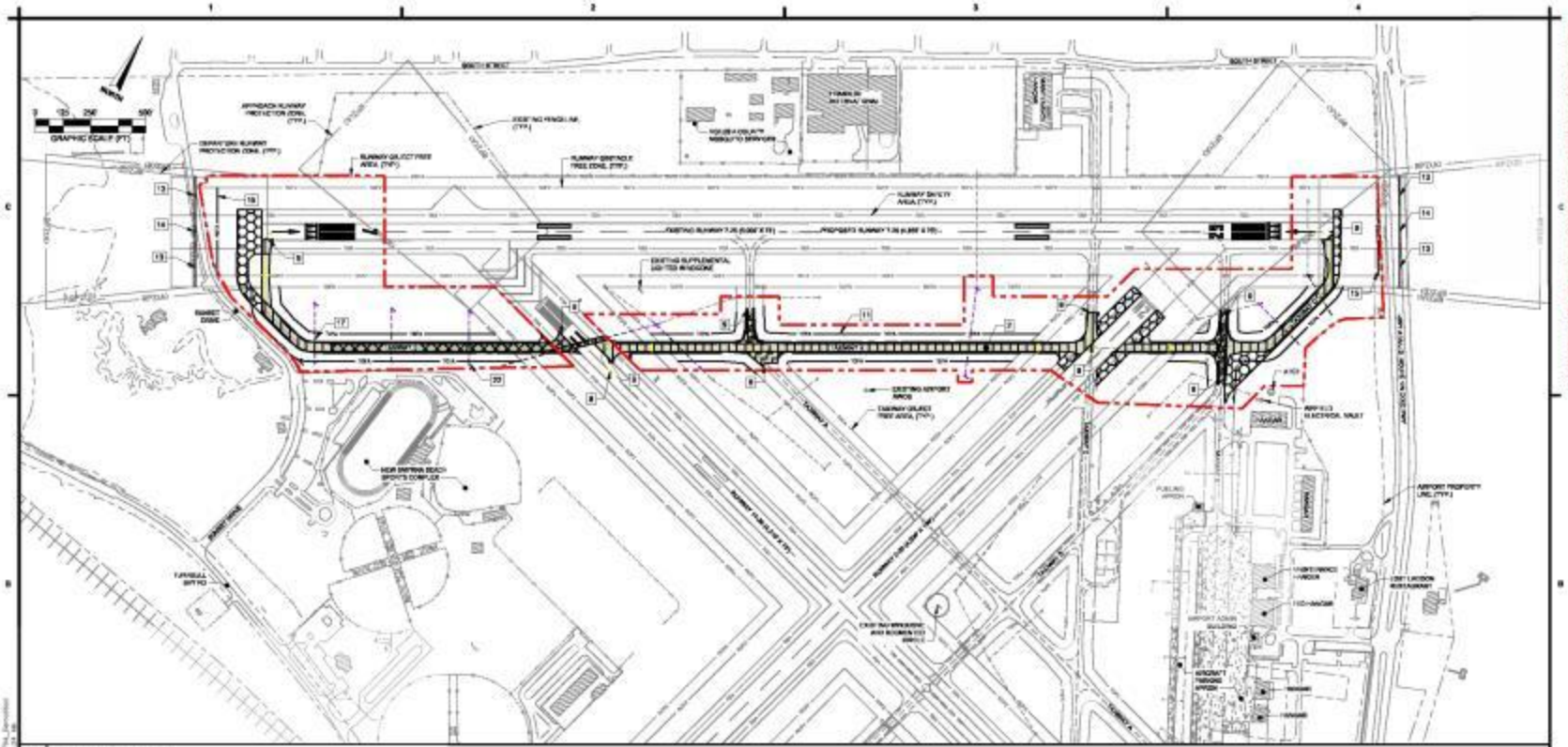
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by

amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



B1 GENERAL PLAN

A1 KEYED NOTES

2. NEW TAXIWAY B PAVEMENT, 35' WIDE. (TYP.). SEE SHEETS C001-C099 FOR MORE INFORMATION.
6. PROPOSED PAVEMENT MARKINGS. (TYP.). SEE SHEETS C001-C099 FOR MORE INFORMATION.
9. TAXIWAY B PAVEMENT DEMOLITION LIMIT. SEE SHEETS C201-C299 FOR MORE INFORMATION.
11. PROPOSED TAXIWAY OBJECT FREE AREA. (TYP.)
12. PROPOSED RUNWAY OBJECT FREE AREA.
14. PROPOSED RUNWAY SAFETY AREA.
15. PROPOSED RUNWAY OBSTACLE FREE ZONE.
17. NEW DRAINAGE PIPE (TYP.). SEE SHEETS C401-C408 FOR MORE INFORMATION.
22. NEW CONCRETE ENDWALL (TYP.). SEE SHEETS C401-C406 FOR MORE INFORMATION.

A2 SHEET LEGEND

PAVEMENT SECTION TO BE MILLED FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT, FULL DEPTH, ASPHALT AND LIME ROCK MATERIAL E SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER. SUITABLE OF-SITE CUT SHALL BE UTILIZED TO BRING AREAS BACK TO PROPOSED GRADE.

PAVEMENT SECTION TO BE DEMOLISHED, FULL DEPTH, ITEM P-101, COLD MILLING EXISTING PAVEMENT, FULL DEPTH, ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER.

CONTRACTOR SHALL MILL EXISTING ASPHALT FULL DEPTH, ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, FULL DEPTH. CONTRACTOR SHALL ONLY REMOVE EXISTING WEAR COURSE AS NEEDED TO ALLOW FOR A SMOOTH TRANSITION WITH PROPOSED LIME ROCK BASE. EXISTING BASE COURSE SHALL BE PROTECTED IN PLACE.

CONTRACTOR SHALL MILL EXISTING ASPHALT 5.25". ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, 5.25" NOMINAL DEPTH. CONTRACTOR SHALL PROTECT IN PLACE ASPHALT PAVEMENT.

NEW FULL DEPTH PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (1" THICKNESS).

NEW MILL AND OVERLAY PAVEMENT SECTION, ITEM P-401, ASPHALT SURFACE COURSE (1" THICKNESS).

GOPHER TORTOISE SURVEY LIMITS, ITEM 21, "GOPHER TORTOISE SURVEY/PROTECTION". SEE NOTES ON A3 THIS SHEET FOR ADDITIONAL INFORMATION.

INSTALLATION OF NEW DRAINAGE PIPE INCLUDED IN BID ALTERNATE "A". SEE THE DEMOLITION AND GRADING SHEETS FOR MORE INFORMATION.

A3 SHEET NOTES

1. THIS PROJECT GENERALLY CONSISTS OF THE RECONSTRUCTION OF TAXIWAY B, REMOVAL OF EXISTING PAVEMENT ON RUNWAY 7-25, REMOVAL OF RUNWAY 2-20 SHOULDER PAVEMENT, AIRFIELD ELECTRICAL REDOMFIGURATION, GRADING, DRAINAGE INFRASTRUCTURE, RE-HABILITATION, AND PAVEMENT MARKINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING ALL ASPHALT MILLINGS TO THE PREFERRED STOCKPILE LOCATION FOR THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
3. ELECTRICAL WORK ASSOCIATED WITH THIS PROJECT SHALL INCLUDE BASE LIGHT RECONFIGURATION DUE TO PAVEMENT DEMOLITION, NEW RUNWAY EDGE LIGHTS, NEW DISPLACED THRESHOLD LIGHTS, CONDUIT, COUNTERPOISE, AND CABLE NEEDED TO TIE BACK INTO THE EXISTING AIRFIELD ELECTRICAL VAULT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING OR ENHANCING THE CONSTRUCTION ACCESS ROUTES SHOWN ON THIS SHEETS C004 - C006 AS NEEDED TO PASS CONSTRUCT ON RELATED TRAFFIC.
5. ANY FILL MATERIAL TRANSFERRED ON SITE SHALL BE STOCKPILED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS C004 - C006. ANY MATERIAL STOCKPILE ON SITE SHALL NOT EXCEED 25' IN HEIGHT.

GOPHER TORTOISE RESPONSIBILITIES NOTES:

1. THE CONTRACTOR SHALL COMPLETE A GOPHER TORTOISE SURVEY PAID UNDER ITEM "GOPHER TORTOISE SURVEY/PROTECTION." SURVEY RESULTS SHALL BE PROVIDED TO THE ENGINEER ONCE COMPLETED.
2. CONTRACTOR SHALL PROTECT ALL DISCOVERED BURROWS IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE REQUIREMENTS.
3. CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY GOPHER TORTOISE RELOCATION PERMITS. THIS WORK SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE PERMIT."
4. ALL COSTS FOR DIGGING, RELOCATION OF GOPHER TORTOISE, BACKFILLING, AND PERMITS FOR THE RECIPIENT SITE SHALL BE PAID UNDER THE ALLOWANCE, ITEM "GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION."
5. THE CONTRACTOR SHALL TRACK TIME AND MATERIALS FOR THE EFFORT NECESSARY TO EXCAVATE ALL IDENTIFIED BURROWS.
6. THE GOPHER TORTOISE SURVEY SHALL BE COMPLETED AS SOON AS POSSIBLE AND RELOCATION SHALL BE COMPLETED BEFORE ANY WORK BEGINS. GOPHER TORTOISE EXCAVATIONS AND RELOCATION WORK COMPLETED PRIOR TO THE CONTRACT BEGINNING SHALL NOT COUNT AGAINST OVERALL CONTRACT TIME.

PRELIMINARY DESIGN SUBMITTAL

NEW SMYRNA BEACH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA

GENERAL PLAN

SCALE (US SVY FT): GRAPHIC

REVISIONS

NO.	DATE	BY	DESCRIPTION

DESIGNED BY:	PV
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	APRIL 2024
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0064-039-2023
AVCON PROJECT NO.	2023.257.04
CADD:	2328704G003

DRAWING
G003

ATTACHMENT C

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451292-1-94-01	DDR	088719	2025	740100	N/A	N/A	$410,978.00
451292-1-94-01	FAA	088719	2025	740100	N/A	N/A	$4,626,206.00
451292-1-94-01	LF	088719	2025	740100	N/A	N/A	$103,045.00
	Total Financial Assistance						$5,140,229.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$410,978.00	$103,045.00	$4,626,206.00	$5,140,229.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$410,978.00	$103,045.00	$4,626,206.00	$5,140,229.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luciana Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luciana Taylor.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements
- Local Building Codes
- Local Zoning Codes

c. Department Requirements
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. Land Acquisition Certification. The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

RESOLUTION NO. 66-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #451292-1-94-01 FOR THE CONSTRUCTION OF TAXIWAY B REHABILITATION AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into a Grant Agreement for the construction of Taxiway B Rehabilitation at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #451292-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #451292-1-94-01, which agreement is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/16/2024

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
451292-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Construction of Taxiway B Rehabilitation at New Smyrna Beach Municipal Airport., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $5,140,229. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $410,978 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

_ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors 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.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project includes reconstruction of Taxiway B from Runway 7 northeast to Runway 25 and includes corrections to the fillet geometry at intersections with taxiways and runways. To address Runway Obstacle Free Zone issues, pavement will be removed from both ends of Runway 7-25. The pavement removal will necessitate realignment of both ends of Taxiway B. The intersection of Taxiways B, C and D will be refined, removing excess pavement and ending Taxiway D at Taxiway C. Included in the project are modifications to the medium intensity runway and taxiway lights (MIRL and MITL) impacted by the construction, pavement markings, and stormwater permitting required by St. John's River Water Management District (SJRWMD). The project also includes replacement of Precision Approach Path Indicators (PAPIs) on Runway 7-25 and Runway 29, including power and control service. The project will also replace the Airfield Electrical Vault backup generator.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, bid and award services, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (with concrete, asphalt, rejuvenators, or sealants), joint rehabilitation for PCC pavement, pavement repairs, pavement markings (removal and new), airfield lighting system, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, demolition, trenching and backfilling, airfield lighting, cables, guidance signs, conduits, lightning protection, structural concrete, required vault equipment modifications and upgrades (including replacement of vault generator), signage improvements (includes conduits, lights, conductors, cans, lightning protection, and vault upgrades), replacement of PAPIs, drainage, stormwater structures, fencing and gates, and sodding, including all materials, equipment, labor, and incidentals required to complete the project.

The specifics of the Project Scope for construction are described in and limited by the Bid Drawings identified as "TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL" prepared by AVCON, Inc., dated May 2024, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

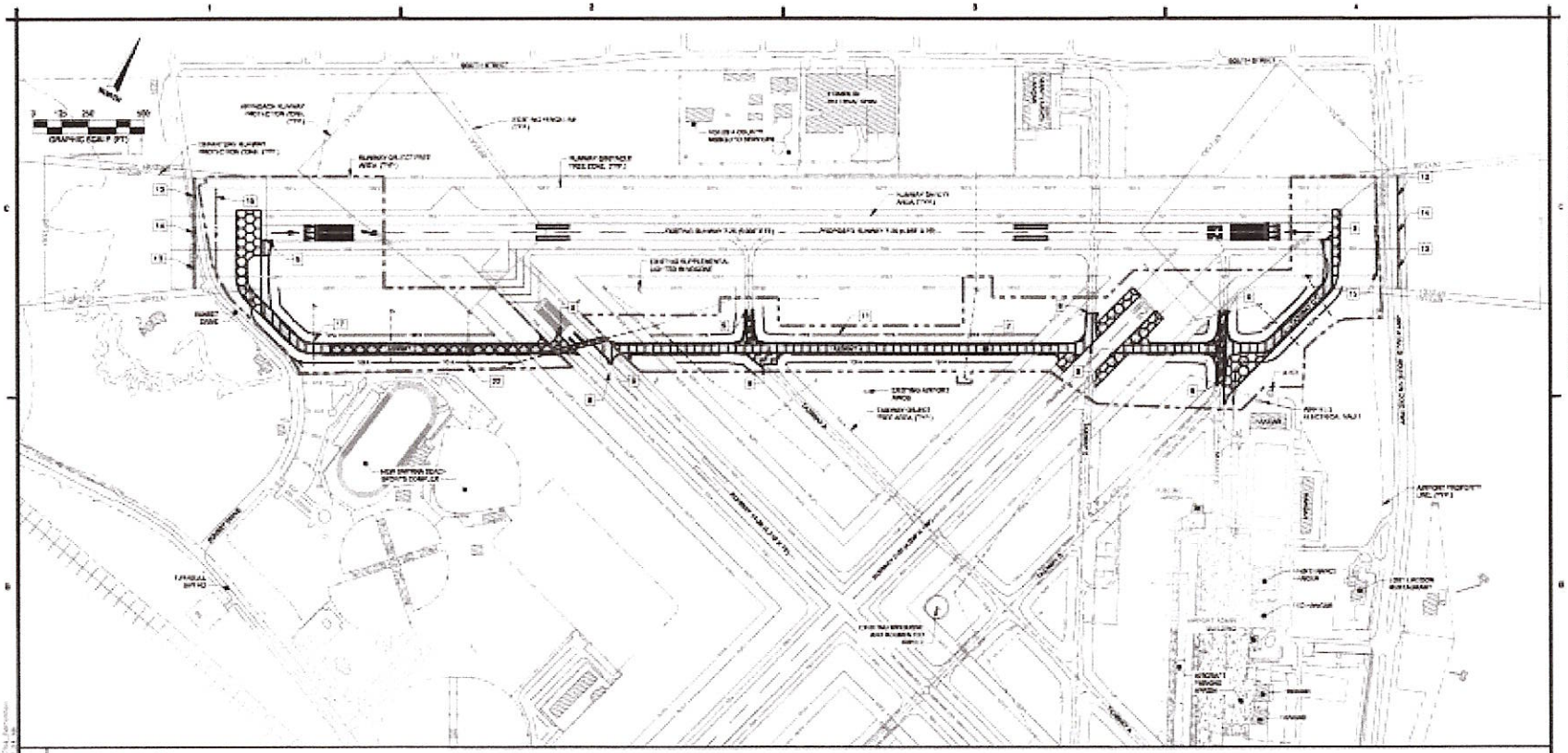
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by

amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



B1 GENERAL PLAN

A1 KEYED NOTES

2. NEW TAXIWAY PAVEMENT. (SEE SHEET C101 FOR MORE INFORMATION)
6. PROPOSED PAVEMENT MARKINGS. (TYP.) (SEE SHEETS C501-C505 FOR MORE INFORMATION)
8. TAXIWAY B PAVEMENT DEMOLITION LIMIT. (SEE SHEETS C201-C204 FOR MORE INFORMATION)
11. PROPOSED TAXIWAY OBJECT FREE AREA. (TYP.)
13. PROPOSED RUNWAY OBJECT FREE AREA
14. PROPOSED RUNWAY SAFETY AREA
15. PROPOSED RUNWAY OBSTACLE FREE ZONE
17. NEW DRAINAGE PIPE (TYP.) (SEE SHEETS C201-C204 FOR MORE INFORMATION)
18. NEW CONCRETE SIDEWALK. (TYP.) (SEE SHEETS C201-C204 FOR MORE INFORMATION)

A2 SHEET LEGEND

PAVEMENT SECTION TO BE MILLED FULL DEPTH (ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, FULL DEPTH ASPHALT AND LIME ROCK MATERIAL 6" SMALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER. SUITABLE OFF-SITE CUT SHALL BE UTILIZED TO BRING AREAS BACK TO PROPOSED GRADE.

PAVEMENT SECTION TO BE DEMOLISHED, FULL DEPTH. (ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, FULL DEPTH ASPHALT AND LIME ROCK MATERIALS SHALL BE REMOVED AND DISPOSED OFF SITE AT A LOCATION DESIGNATED BY THE OWNER.

CONTRACTOR SHALL MILL EXISTING ASPHALT FULL DEPTH, ITEM P-101, COLD MILLING OF EXISTING PAVEMENT. FULL DEPTH. CONTRACTOR SHALL ONLY REMOVE EXISTING MARKINGS AS NEEDED TO ALLOW FOR A SMOOTH TRANSITION WITH PROPOSED LIME ROCK BASE. EXISTING BASE COURSE SHALL BE PROTECTED IN PLACE.

CONTRACTOR SHALL MILL EXISTING ASPHALT 5.25" (ITEM P-101, COLD MILLING OF EXISTING PAVEMENT, 5.25" NOMINAL DEPTH. CONTRACTOR SHALL PROTECT IN PLACE ASPHALT PAVEMENT.

NEW FULL DEPTH PAVEMENT SECTION. ITEM P-401, ASPHALT SURFACE COURSE 4" THICKNESS

NEW MILL AND OVERLAY PAVEMENT SECTION. ITEM P-401, ASPHALT SURFACE COURSE 4" THICKNESS

GOPHER TORTOISE SURVEY LIMITS. ITEM 21, "GOPHER TORTOISE SURVEY/PROTECTION". SEE NOTES ON A3 THIS SHEET FOR ADDITIONAL INFORMATION.

INSTALLATION OF NEW DRAINAGE PIPE INCLUDED IN BID ALTERNATE "A". SEE THE DEMOLITION AND GRADING SHEETS FOR MORE INFORMATION.

A3 SHEET NOTES

1. THIS PROJECT IS ANTICIPATED TO BE CONSTRUCTED IN THE FOLLOWING PHASES:
   - PHASE 1: CONSTRUCTION OF TAXIWAY B
   - PHASE 2: REMOVAL OF EXISTING PAVEMENT ON RUNWAY 7-25, REMOVAL OF RUNWAY 7-25 SHOULDER PAVEMENT, ASSOCIATED ELECTRICAL RECONFIGURATION, GRADING, DRAINAGE MODIFICATIONS, RELOCATIONS, AND PAVEMENT MARKINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSING ALL ASPHALT, LIME ROCK TO THE PREFERRED DISPOSAL LOCATION ON THE NEW SMYRNA BEACH MUNICIPAL AIRPORT LOCATED NEAR THE CORNER OF INDUSTRIAL PARK AVE AND TURNBULL BAY ROAD.
3. ELECTRICAL WORK ASSOCIATED WITH THIS PROJECT SHALL INCLUDE EDGE LIGHT RECONFIGURATION (UP TO PAVEMENT DEMOLITION), RUNWAY EDGE LIGHTS, RUNWAY DISPLACED THRESHOLD LIGHTS, CONDUIT, COUNTERPOISE, AND CABLE NECESSARY TO TIE BACK INTO THE EXISTING RUNWAY ELECTRICAL VAULT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING OR ENHANCING THE CONSTRUCTION ACCESS HAUL ROUTES SHOWN ON THIS SHEET. SEE NOTE 1 ON SHEET G004 AS WELL AS NOTE 10 ON SHEET G005 FOR ADDITIONAL INFORMATION.
5. ANY FILL MATERIAL TRANSFERRED ON SITE SHALL BE ACCOMPLISHED WITHIN THE CONTRACTOR'S DESIGNATED STAGING AREAS AS SHOWN ON SHEETS G004 - G006. ANY MATERIAL STOCKPILED ON SITE SHALL NOT EXCEED 10' IN HEIGHT.

GOPHER TORTOISE RESPONSIBILITIES NOTES:

1. THE CONTRACTOR SHALL COMPLETE A GOPHER TORTOISE SURVEY PAID UNDER ITEM "GOPHER TORTOISE SURVEY/PROTECTION". SURVEY RESULTS SHALL BE PROVIDED TO THE ENGINEER ONCE COMPLETED.
2. CONTRACTOR SHALL PROTECT ALL DISCOVERED BURROWS IN ACCORDANCE WITH THE FLORIDA FISH AND WILDLIFE REQUIREMENTS.
3. CONTRACTOR SHALL BE REQUIRED TO OBTAIN THE NECESSARY GOPHER TORTOISE RELOCATION PERMIT IF THE WORK SHALL BE PAID UNDER THE ALLOWANCE ITEM "GOPHER TORTOISE PERMIT".
4. ALL COSTS FOR DIGGING, RELOCATION OF GOPHER TORTOISE, BACKFILLING AND PERMITS FOR THE RECIPIENT SITE SHALL BE PAID UNDER THE ALLOWANCE ITEM "GOPHER TORTOISE BURROW EXCAVATION AND RELOCATION."
5. THE CONTRACTOR SHALL TRACK TIME AND MATERIALS FOR THE EFFORT NECESSARY TO EXCAVATE ALL IDENTIFIED BURROWS.
6. THE GOPHER TORTOISE SURVEY SHALL BE COMPLETED AS SOON AS POSSIBLE AND RELOCATION SHALL BE COMPLETED BEFORE ANY WORK BEGINS. GOPHER TORTOISE EXCAVATION AND RELOCATION WORK COMPLETED PRIOR TO THE CONTRACT RECEIVED NOTICE SHALL NOT COUNT AGAINST OVERALL CONTRACT TIME.

PRELIMINARY DESIGN SUBMITTAL

NEW SMYRNA BEACH

AVCON

AVCON INC.

PROFESSIONAL SEAL

TAXIWAY B RECONSTRUCTION AND RUNWAY 7-25 PAVEMENT REMOVAL

NEW SMYRNA BEACH MUNICIPAL AIRPORT NEW SMYRNA BEACH, FLORIDA

GENERAL PLAN

SCALE (US SVY FT): GRAPHIC

REVISIONS			
NO	DATE	BY	DESCRIPTION

DESIGNED BY:	PV
DRAWN BY:	PV
CHECKED BY:	DJN
APPROVED BY:	DJN
DATE:	APRIL 2024
FDOT FM NO.	453565-1-94-01
FAA AIG NO.	3-12-0054-039-2023
AVCON PROJECT NO.	2023.257.04
CADD:	2320704G003

DRAWING G003

ATTACHMENT C

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
451292-1-94-01	DDR	088719	2025	740100	N/A	N/A	$410,978.00
451292-1-94-01	FAA	088719	2025	740100	N/A	N/A	$4,626,206.00
451292-1-94-01	LF	088719	2025	740100	N/A	N/A	$103,045.00
	Total Financial Assistance						$5,140,229.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$410,978.00	$103,045.00	$4,626,206.00	$5,140,229.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$410,978.00	$103,045.00	$4,626,206.00	$5,140,229.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Luciana Taylor (email: luciana.taylor@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Luciana Taylor.

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

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:
800-780-7102

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

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

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. **Local Government Requirements**
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. **Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. **Local Government Requirements**
- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use.**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans.**

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan.**

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.

b. **Administration**. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

RESOLUTION NO. 67-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE A FDOT GRANT FOR EXHIBIT A - AIRPORT PROPERTY INVENTORY MAPS UPDATE.

September 24, 2024

Background:

The Exhibit A is part of the Airport's Master Plan and was not properly completed in the most recent plan. Airport staff has had many recent interests in leases and lease expansion, but the FAA needs the Exhibit A completed properly before they can review the requests.

The preparation of the Exhibit A will follow the requirements of FAA SOP 3.00, Standard Operating Procedure for FAA Review of Exhibit A Airport Property Inventory Maps. The SOW described herein documents the planned approach to gather the necessary parcel information, background data, and other information to prepare the proposed drawings for submission to the Airport and the FAA/FDOT.

Airport Property Inventory Maps Update Planning Phase Services will be conducted over a 6-month period after the notice-to-proceed is issued by the City.

Findings:

Staff recommends the approval of the FDOT Grant for Exhibit A - Airport Property Inventory Maps Update.

Fiscal Analysis:

Total cost is $93,900 and will be reimbursed by the FAA for 90% ($84,510) and FDOT for 8% ($7,512) with the final 2% ($1,878) paid by the Airport fund. Expense is budgeted for 10454201-563203-24RWY.

Strategic Plan Item:

No

Staff Report Created By: Tammy Hall

Attachments:

PTGA 451292-1 Exhibit A Update_ EVB.pdf
Res 67-24 FDOT PTGA Property Inventory Map Update NSB Airport.pdf

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
455233-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award		Org. Code:	55052000531
		Identification Number (FAIN) – Transit only:	N/A	Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Property Inventory Map (Exhibit "A") Update at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $93,900. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $7,512 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. Offsets for Claims. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. Final Invoice. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. Limits on Contracts Exceeding $25,000 and Term more than 1 Year. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. Agency Obligation to Refund Department. Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. Non-Eligible Costs. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors 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.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Non-Responsible Contractors. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. Prohibition on Using Funds for Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. Unauthorized Aliens. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. Procurement of Construction Services. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. E-Verify. The Agency shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.

h. Executive Order 20-44. Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. Law, Forum, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The FAA requires the airport sponsor to prepare and maintain a current Property Inventory Map (Exhibit "A") of airport owned land. Exhibit "A" is to identify all that is designated airport property and to provide an inventory of all parcels that make up the airport.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the final Airport Property Inventory Map documents in accordance with FAA Order 5100.38, paragraph 500 and FAA Advisory Circular (AC) 150/5100-17 Change 6, Paragraph 1-6.

D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

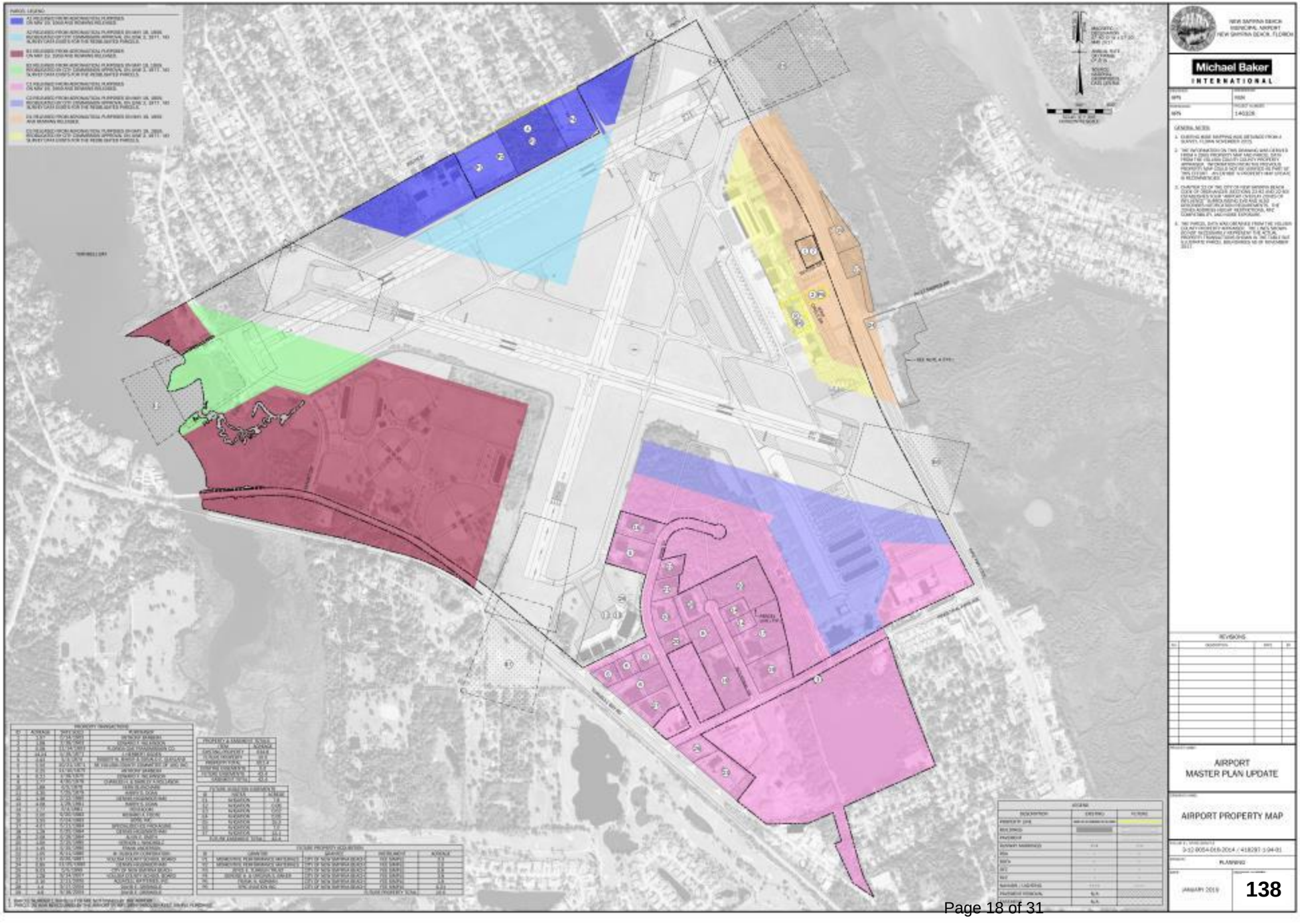

NEW SMYRNA BEACH
MUNICIPAL AIRPORT
NEW SMYRNA BEACH, FLORIDA
Michael Baker
INTERNATIONAL
GENERAL NOTES:
AIRPORT
MASTER PLAN UPDATE
AIRPORT PROPERTY MAP
JANUARY 2019
138

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455233-1-94-01	DDR	088719	2025	740100	N/A	N/A	$7,512.00
455233-1-94-01	FAA	088719	2025	740100	N/A	N/A	$84,510.00
455233-1-94-01	LF	088719	2025	740100	N/A	N/A	$1,878.00
	Total Financial Assistance						$93,900.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$7,512.00	$1,878.00	$84,510.00	$93,900.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$7,512.00	$1,878.00	$84,510.00	$93,900.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. General Certification. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Intergovernmental Programs
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

RESOLUTION NO. 67-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSPORTATION GRANT AGREEMENT FPN #455233-1-94-01 FOR THE PROPERTY INVENTORY MAP UPDATE AT NEW SMYRNA BEACH MUNICIPAL AIRPORT; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of New Smyrna Beach desire to enter into a Grant Agreement for the Property Inventory Map Update at New Smyrna Beach Municipal Airport; and

WHEREAS, the State of Florida Department of Transportation has requested the City of New Smyrna Beach to execute and deliver to the State of Florida Department of Transportation the Public Transportation Grant Agreement for the aforementioned project, FPN #455233-1-94-01.

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

SECTION 1: ***Authorization.*** That the City Commission hereby authorizes the Mayor to make, execute, and deliver to the State of Florida Department of Transportation Public Transportation Grant Agreement, FPN #455233-1-94-01, which agreement is more particularly described as:

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

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

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

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/16/2024

EXHIBIT "A"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DDR	FLAIR Category:	088719
455233-1-94-01		Work Activity Code/Function:	215	Object Code:	740100
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55052000531
				Vendor Number:	VF596000387001
Contract Number:		Federal Award Date:	N/A		
CFDA Number:	N/A	Agency SAM/UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of New Smyrna Beach, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Property Inventory Map (Exhibit "A") Update at New Smyrna Beach Municipal Airport, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   _ **Aviation**
   _ **Seaports**
   _ **Transit**
   _ **Intermodal**
   _ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   _ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit F: Contract Payment Requirements
   _ *Exhibit G: Audit Requirements for Awards of State Financial Assistance

__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

   e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $93,900. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $7,512 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

    a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

    b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

    c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

        i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

        ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

    d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

    e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

        i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

        ii. __ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

        iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

    f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, 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 Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs 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 applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors 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.

13. **Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

    a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. **Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. **Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state 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.

h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.

i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the

coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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

e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of New Smyrna Beach

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel L. McDermott

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The FAA requires the airport sponsor to prepare and maintain a current Property Inventory Map (Exhibit "A") of airport owned land. Exhibit "A" is to identify all that is designated airport property and to provide an inventory of all parcels that make up the airport.

B. Project Location (limits, city, county, map): New Smyrna Beach Municipal Airport/New Smyrna Beach, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to develop the final Airport Property Inventory Map documents in accordance with FAA Order 5100.38, paragraph 500 and FAA Advisory Circular (AC) 150/5100-17 Change 6, Paragraph 1-6.

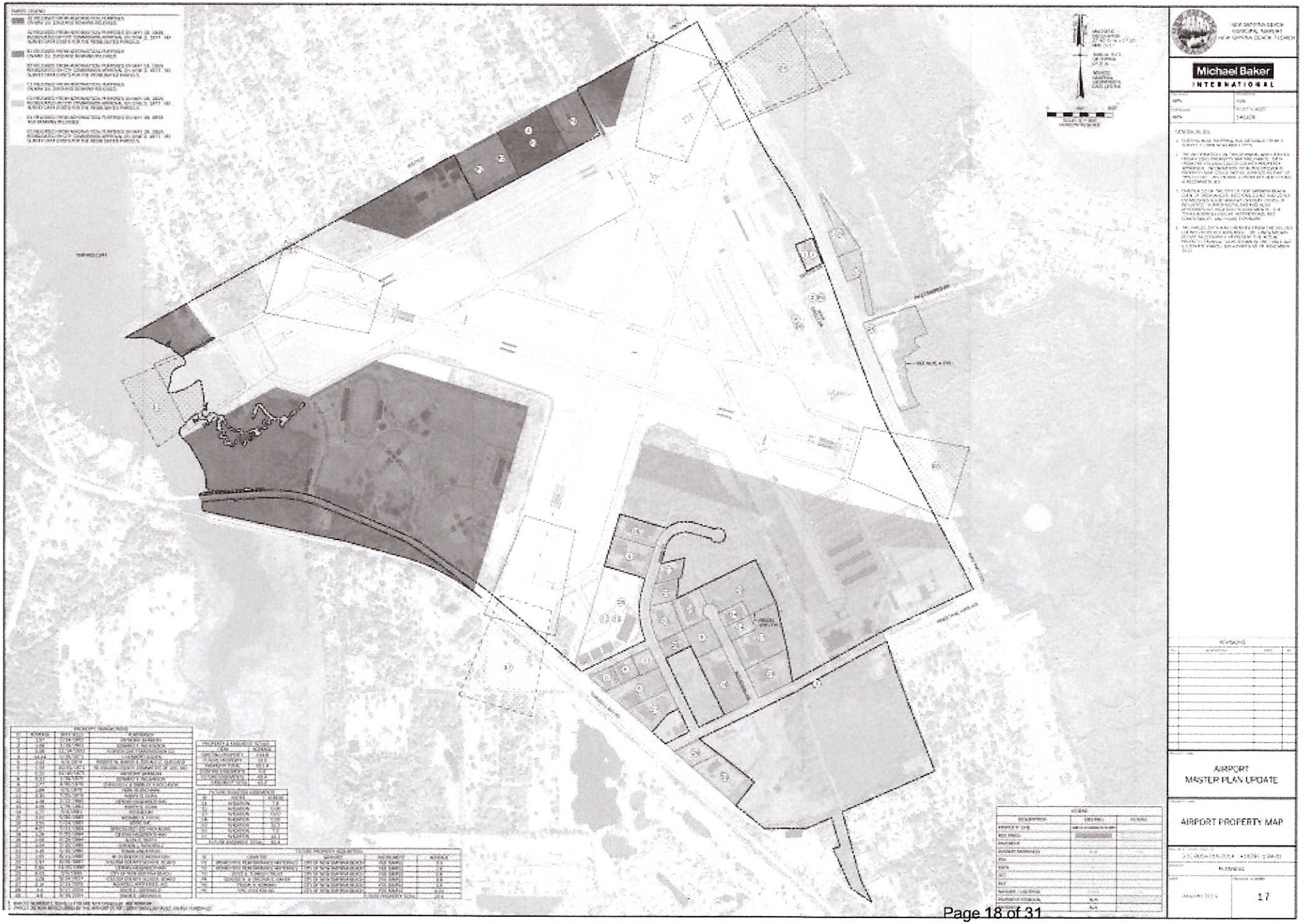
D. Deliverable(s): Final close out documents to be uploaded in JACIP.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): N/A

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.


Michael Baker
INTERNATIONAL
AIRPORT
MASTER PLAN UPDATE
AIRPORT PROPERTY MAP
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170

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
455233-1-94-01	DDR	088719	2025	740100	N/A	N/A	$7,512.00
455233-1-94-01	FAA	088719	2025	740100	N/A	N/A	$84,510.00
455233-1-94-01	LF	088719	2025	740100	N/A	N/A	$1,878.00
	Total Financial Assistance						$93,900.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/Design/Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$7,512.00	$1,878.00	$84,510.00	$93,900.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$7,512.00	$1,878.00	$84,510.00	$93,900.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Luciana Taylor

Department Grant Manager Name

Signature Date

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**
- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. **Local Government Requirements**
- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**
- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. **Federal Requirements**
- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. **Local Government Requirements**
- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**
- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**
- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. **Airport Financial Plan.**

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue.** The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure.**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses.**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination.**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards.** The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance.**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility.**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation.**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights.** The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access.**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. **Land Acquisition Projects.** For the purchase of real property, the Agency assures that it will:

a. **Laws.** Acquire the land in accordance with federal and/or state laws governing such action.

b. **Administration**. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds.** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport.** If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land.** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land.** For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

   a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
   b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. **Government Agreements.** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. **Private Agreements.** For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

THE CITY OF NEW SMYRNA BEACH - AIRPORT

CONSIDER THE APPROVAL OF AMENDMENT NO. 6 THE CONSULTANT ENGINEERING AGREEMENT FOR AVCON, INC. FOR BUILDING ASSESSMENTS OF AIRPORT BUILDINGS.

September 24, 2024

Background:

Attached is a copy of Amendment No. 06, to the Agreement for Consulting Engineering Services for Avcon, Inc. (CONSULTANT) at the New Smyrna Beach Municipal Airport (SPONSOR) for professional services provided during the planning phase services of building assessments of the airports fourteen (14) existing buildings.

Planning phase services for this amendment will include:

- Non-destructive, visual investigation of fourteen (14) existing buildings
- Evaluation and documentation of each building to determine feasibility of repairs and modifications to be in the accordance and requirements of the 2023 Florida Building Code 8th Edition & 2023 Florida Fire Prevention Code 8th Edition
- A report prioritizing the current conditions and deficiencies and providing corrective recommendations

The total fee amount for this amendment is $63,755.00.

Findings:
Staff recommends the approval of Amendment No. 6 the Consultant Engineering Agreement for Avcon, Inc. for Building Assessments of Airport buildings

Fiscal Analysis:
$63,755 will be paid from the airport fund 10454201-562202 in FY2025

Strategic Plan Item:
No

Staff Report Created By: Tammy Hall

Attachments:

NSB Agreement with Avcon Inc.pdf
Avcon Amendment for Building Assessments.pdf
AVCON,-INC-_23-24-COI.pdf

Avcon, Inc.

RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services

THIS AGREEMENT is made and entered into this 24th day of May, 2024, by and between **Avcon, Inc.,** duly authorized to conduct business in the State of Florida and whose address is 5555 E. Michigan Street, Suite 200, Orlando, Florida, 32822, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport,** and in the Consultant's submitted Proposal.

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

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

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

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

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

Sandeep Singh, PE., President
Avcon, Inc.
5555 E Michigan, Street
Suite 200
Orlando, Florida, 32822
(407) 599-1122

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

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

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

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

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

ATTEST

Authorized Signature

James A. Kriss, Corporate Secretary

AVCON, INC. CORPORATE SEAL 1988 FLORIDA

Avcon, Inc.

Authorized Signature

Sandeep Singh, PE., President

Date: 5/08/2024

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: May 14, 2024

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

Carrie Avallone City Attorney

Dated: 5/24/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Orlando 1025 Greenwood Boulevard Suite 285 Lake Mary FL 32746 License#: 23894	CONTACT NAME: Catherine Goff PHONE (A/C, No, Ext): 407-740-5550 FAX (A/C, No): 407-740-5522 E-MAIL ADDRESS: orlandocommercial@hylant.com
INSURED AVCON, INC. 5555 East Michigan Street Suite 200 Orlando FL 32822 AVCOINC-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Company — 24856 INSURER B : Travelers Indemnity Co of Amer — 25666 INSURER C : The Travelers Indemnity Company — 25658 INSURER D : Travelers Casualty Ins Co Amer — 19046 INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ 1,000,000 $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB007S607763	10/6/2023	10/6/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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

https://www.cityofnsb.com/

RFQ 13-24-AIR

PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT

RELEASE DATE: February 27, 2024
DEADLINE FOR QUESTIONS: March 12, 2024
RESPONSE DEADLINE: March 27, 2024, 5:00 pm

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

City of New Smyrna Beach

RFQ 13-24-AIR

Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

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

Attachments:
A - Public Records
B - Draft Agreement
C - Required City Forms - Notarized
D - Required City Forms - Non-Notarized
E - CIP Information
F - Executive Order
G - Federal Contract Provisions

I. Public Notice

13-24-AIR

Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055, the City of New Smyrna Beach, Florida (the “City”) is accepting sealed qualifications from individuals or firms to provide Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.

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, Tuesday, February 27, 2024
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

Pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055, the City of New Smyrna Beach, Florida (the “City”) is accepting sealed qualifications from Professional Engineering and Planning firms to provide Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.

The intent of this Request for Qualifications (RFQ) is to award multiple continuing agreements, establishing a pool of consultants to provide prompt and efficient consulting services to the City

of New Smyrna Airport. The 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(s) will perform any project for the City during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

It is anticipated that a minimum of three (3) individuals or firms may be selected for a contract period of five (5) years, with the possibility of one (1) optional automatic two (2) year renewal, for a total of seven (7) years. If made, the recommendation of award will be made to the best overall professional consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document.

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

Airport: The New Smyrna Beach Municipal Airport, Jack Bolt Field (identifier: EVB), is located on North U.S.1 in New Smyrna Beach. It is a public use, general aviation (GA) airport owned and operated by the City of New Smyrna Beach. The New Smyrna Beach Municipal Airport is surrounded by residential neighborhoods.
As a destination, New Smyrna Beach is in close proximity to beaches, Kennedy Space Center and Central Florida attractions and events. The New Smyrna Beach Municipal Airport is the perfect alternative for the discerning business and pleasure traveler.

The airport primarily serves corporate aviation and general aviation activity, including a charter service with daily flights to the Bahamas and a state-of-the-art flight school. The New Smyrna Beach currently serves an estimated 180,000 operations a year.

City of New Smyrna Beach: The City serves an area of 41.6 square miles in size and serves a population of approximately 30,962. 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	February 27, 2024
Deadline for Written Questions	March 12, 2024, 5:00pm
Proposal Submission Deadline	March 27, 2024, 5:00pm
Opening of Submittals	March 28, 2024, 9:00am Microsoft Teams Meeting United States, Eastern Standard Time Call in (audio only): 786-636-1338 Phone Conference ID: 651 211 890#
Evaluation Meeting	April 9, 2024, 10:00am Microsoft Teams Meeting United States, Eastern Standard Time Call in (audio only): 786-636-1338 Phone Conference ID: 160 901 447#
Recommendation of award to City Commission	May 14, 2024

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

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.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. Description of Services

IV.A Scope of Services

Statement of qualifications are requested from qualified engineering firms, and/or individuals desiring to render engineering, architectural, planning and technical management services, for the development of the New Smyrna Beach Municipal Airport. The awarded Firms(s) shall provide a Project Representative to communicate to the City staff and contractor during the construction phase of all projects.

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 during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City.

The number of projects listed below is dependent upon availability of funding and other factors; no assurance is made that all or most of the projects shall be implemented. All projects shall be required to meet current FAA and FDOT standards. Projects may require FAA and FDOT grant assistance and assistance in complying with CFR 200 guidelines.

Services include, but not limited to:

Airport Building and Facility Improvements:

- Construct, Rehabilitate, or Remove Airport Buildings, including to T-Hangars, Maintenance Hangars, Executive Hangars, including associated Taxi Lanes, Utilities, and Drainage Systems.
- Improvements to Air Traffic Control Tower (ATCT)

- Improvements to Fuel Farm Facilities
- Construction or Improvements of Access/Service Roads and Vehicular Parking
- Construction or Improvements to Water, Sewer, Stormwater, and other Utilities
- Construction or Improvements to Security Fencing, Access Control, Surveillance Systems, and other Security-Related Facilities or Equipment

Runway, Taxiway, and Apron Improvements:

- Construct, Expand, Widen or Rehabilitate Aprons, Runways and Taxiways
- Runway Approach Improvements and Obstruction Removal
- Remove Excess Pavement
- Design and Construct Vertiport

Airfield Lighting, Signs, and Navigation Aids:

- Install, Modify, or Rehabilitate Runway and Taxiway Edge Lighting Systems and Signs
- Rehabilitate or Replace Precision Approach Path Indicator (PAPI) Systems
- Install, Rehabilitate, or Improve Apron Lighting
- Construct Compass Calibration Pad (CCP)
- Improve or Rehabilitate Airfield Lighting Vault and Standby Generator
- Other Lighting and Navigation Aid Improvements

Miscellaneous and Planning:

- Assistance with Acquisition of Airport Equipment
- Site Plan Design in Accordance with City LDR guidelines
- Airport Maintenance Facilities
- Assistance with Land Acquisition
- Property Surveys, Photogrammetry and Mapping, Airspace Studies, Noise Studies, Drainage Studies, Industrial Park Plan, Environmental Assessments, and Other Related Services if required by the FAA or FDOT
- Wildlife Management or Mitigation as recommended in the Wildlife Assessment
- Master Plan Update
- Review of the Airport Ordinances to verify that the City is in Compliance with the FAA and FDOT Guidelines and Grant Assurances
- Review/Audit of leases to verify compliance with FDOT/ FAA grant assurances
- Site plan design in accordance with City LDR guidelines

Note: For planning purposes, a list of possible Capital Improvement Projects is provided in the Attachment Section of this document. The list is a work in progress and is being provided as a reference, it is subject to change.

IV.B Contract

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 Contract are outlined in the draft contract, which is available as an attachment to this solicitation. There shall be no exceptions to either the scope of services or the terms of the agreement.

If made, the recommendation of award will be made to the best overall Proposer whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The city will not use any other factors or criteria in the evaluation of the qualifications received.

Proposer acknowledges, that the selected Firm(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties. Failure on the part of the successful Proposer to execute an Agreement as required will be just cause for the rescindment of the award.

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.

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. In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Contract Negotiations: The City will attempt to negotiate an agreement with the top ranked firm(s) or individual which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein.

Contract Term: Contract period is five (5) years with the possibility of one (1) optional automatic two (2) year renewal period term upon mutual consent of the parties. The successful proposer(s) will hereinafter be referred to as “Professional Consultant”. The city reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.

IV.C Fee Schedule

Within fourteen (14) days of Notice of Selection, the selected Firm(s) shall provide a detailed list of professional hourly rates, fees schedule, and any reimbursable items such as additional copies, postage, etc. The City shall only be billed for items that have been approved by the

designated representative. Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

V. General Information

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.J 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.

V.K 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.

V.L Due Date

Electronic proposals shall be received prior to 5:00 pm on Wednesday, March 27, 2024 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.

V.M 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.

V.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

V.O 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.

V.P 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.

V.Q 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.

V.R 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 Tuesday, March 12, 2024. 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.

V.S 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.

V.T 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.

V.U 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.

V.V 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.

V.W 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.

V.X 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.

V.Y Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

V.Z 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.

V.AA 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.

V.BB 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.

V.CC 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.

V.DD 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.

V.EE 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.

V.FF 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."

V.GG 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.

V.HH 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.

V.II 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.

V.JJ 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.

V.KK 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).

V.LL 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.

V.MM Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V.NN Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Professional Consultant to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Professional Consultant(s). Upon

termination under this provision, all goods, materials, documents, data and reports prepared by the Professional Consultant(s) under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Professional Consultant(s) shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent the Professional Consultant(s) from timely performing its functions under this Agreement.

VI. 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.

VI.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 Points Per Evaluation Committee Member
Project Approach and Management	25
Qualifications	25
Experience	25
Client References	10
Financial Stability/Litigation	15
Total	100

VI.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.

VI.C Cover Page, Letter of Interest and Executive Summary

At a minimum shall include:

- Cover page with logo that represents the firm submitting a proposal.
- Letter of interest underlying philosophy of the firm in providing the services stated herein. Include the name(s), title/position, specific duties, telephone number(s), and email(s) of the authorized contact person(s) administering the contract.
- An Executive Summary of not more than two (2) pages to include the legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

Information shall be signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report.

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.

VI.D Project Approach and Management

At a minimum shall include:

- State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.
- Approach to be taken with working with the City of New Smyrna Beach
- List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.
- Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.
- Examples of reports that would typically be made available to the City, if applicable

- A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

VI.E Qualifications

At a minimum shall include:

- Provide an overview of the firm, including number of years in business in the State of Florida, number of personnel, and other pertinent information, expertise, credentials (resumes or curriculum vitae) and introduction of the proposed team member(s).
- 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 organization chart, including breakdown of the number of employees by job classification, resumes of key individuals who shall be involved in the work, indicating who shall direct the work, and indicating the work to be performed by key individuals.
- Provide evidence of extensive experience in dealing with the Federal Aviation Administration (FAA) and Aviation Division of the Florida Department of Transportation (FDOT).
- Provide evidence of extensive experience FAA and FDOT grant assistance
- Provide evidence of extensive experience with CFR 200 Compliance for grant management purposes
- Provide evidence of extensive experience in dealing projects related to grant funding.
- Provide Certificate of Authorization for firm, and evidence of current license and registration to perform the specified services in the State of Florida.
- Statement of Professional Consultant's commitment/ability to consistently use the same personnel throughout the project.
- Include copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

C.

VI.F Experience

Provide detailed information necessary to demonstrate experience in developing and implementing projects of similar size and scope and their ability to perform the work required.

Demonstrate the ability to produce the required work in the time available.

Provide documentation and summary of experience of no less than three (3) previous projects for each of the items below:

- Airport development projects

- Original budget vs. actual budget
- Estimated timelines vs. actual timelines
- Provide summary of projects and clients where similar work has recently been performed within the past five (5) years, including a description of each project, with 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, current address, current telephone number, valid e-mail address, and current fax number.
- 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).

VI.G Client References

Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, rendered in the State of Florida, particularly within municipalities.

List must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VI.H 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.

VI.I Acceptance of Condition

Statement indicating any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

VI.J City Required Forms

Completed City required forms provided in the Attachment Section of this solicitation and all signed Addendums.

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

VI.K Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of each submittal requirement listed above in the following order:

- Cover Page with firm logo
- Letter of Interest and Executive Summary
- Project Approach and Management
- Qualifications (including Applicable Certificates and Licenses)
- Experiences
- Client References
- Financial Stability/Litigation
- Acceptance of Conditions
- City required forms
- Addendums (if applicable)

VII. Insurance Requirements

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.

VII.A 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.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VII.B Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the

   1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
   2. $500,000 Each Accident
   3. $500,000 Disease Each Employee
   4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

   1. $1,000,000 Bodily Injury & Property Damage-each occurrence
   2. $2,000,000 Personal & Advertising Injury-each occurrence
   3. $2,000,000 General Aggregate
   4. $2,000,000 Products/Completed Operations Aggregates limit
   5. $ 5,000 Medical Payments
   6. $ 100,000 Fire Damage Legal Liability
   7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

   1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

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

VIII. 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).

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

IX. Required Responses

IX.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

IX.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

IX.C Title of Position and Company Name*

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

*Response required

IX.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

IX.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

IX.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

IX.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

IX.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

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.

☐ Please confirm
*Response required

IX.I Conflict of Interest Disclosure*

PROJECT NUMBER: 13-24-AIR - Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must

disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

IX.J Cover Page, Letter of Interest and Executive Summary *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Cover Page, Letter of Interest and Executive Summary.

*Response required

IX.K Project Approach & Management *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

IX.L Qualifications*

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

*Response required

IX.M Experience*

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

*Response required

IX.N Client References *

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

*Response required

IX.O Financial Stability *

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

*Response required

IX.P Statement of Acceptance*

Upload a statement Indicating any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

*Response required

IX.Q City Required Forms: Notarized, non-notarized, and addendums*

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

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

*Response required

IX.R Complete Copy of Submittal*

Upload as one (1) PDF document a complete copy of each submittal requirement in the following order:

- Letter of Interest and Executive Summary
- Project Approach and Management
- Qualifications (including Applicable Certificates and Licenses)
- Experiences
- Client References
- Financial Stability/Litigation
- Acceptance of Conditions
- City required forms
- Addendums (if applicable)

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 and title of Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, 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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for one (1) optional automatic two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

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

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

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set

out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

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

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

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

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

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 Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
	Date: _____
ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

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

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2024.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

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

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_____, 2022.

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

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___. S/He is personally known to me or has produced

_____As identification.

_____

Notary Public

My commission expires:_____

VENDOR INFORMATION

BID #:	
BID TITLE:	

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**

New Smyrna Beach Municipal Airport									12/16/2023
Year	FDOT Priority	FAA Priority	Project Title	Estimated Cost	FAA Grants 90%	FDOT Grants 80%	FDOT Grants 8%	EVB Funds	NPE Used
2023	3	1	Taxiway A Rehab - Construct	$3,451,376	$3,106,238		$276,110	$69,028	$150,150
	5	BIL	Rwy 7-25 and 29 PAPI Replacement and Electrical Vault Upgrades - Design	$110,000	$99,000		$8,800	$2,200	
	4	BIL	Twy B Rehab & Rwy 7-25 Pavement Removal - Design	$365,000	$328,500		$29,200	$7,300	
	1	0	Fuel Farm Improvements - Tank Construct	$800,000		$640,000		$160,000	
	2	0	T-Hangar Rehab - Construct	$800,000		$640,000		$160,000	
				$5,526,376	**$3,533,738**	**$1,280,000**	**$314,110**	**$398,528**	**$150,150**
2024	2	BIL	Rwy 7-25 and 29 PAPI Replacement and Electrical Vault Upgrades - Construct	$650,000	$585,000		$52,000	$13,000	
	1	1	Twy B Rehab & Rwy 7-25 Pavement Removal (DBE & Exhibit A) - Construct	$3,600,000	$3,240,000		$288,000	$72,000	$150,000
	0	0	Admin Facility - Design	$150,000				$150,000	
				$4,400,000	**$3,825,000**	**$0**	**$340,000**	**$235,000**	**$150,000**
2025	3	1	Stormwater Infrastructure Improvements - Design	$120,000	$108,000		$9,600	$2,400	$108,000
	4	BIL	Airport Wildlife Fencing - Design	$60,000	$54,000		$4,800	$1,200	
	1	0	Admin Facility - Construct	$2,000,000		$1,600,000		$400,000	
	2	0	T-Hangar - Design	$200,000		$160,000		$40,000	
				$2,380,000	**$162,000**	**$1,760,000**	**$14,400**	**$443,600**	**$108,000**
2026	3	BIL	Airport Wildlife Fencing - Construct	$600,000	$540,000		$48,000	$12,000	
	2	1	Stormwater Infrastructure Improvements - Construct	$750,000	$675,000		$60,000	$15,000	$192,000
	1	0	T-Hangar - Construct	$1,800,000		$1,440,000		$360,000	
				$3,150,000	**$1,215,000**	**$1,440,000**	**$108,000**	**$387,000**	**$192,000**
2027	1	1	Terminal Apron Expansion - Construct	$3,000,000	$2,700,000		$240,000	$60,000	$150,000
					$0		$0	$0	
				$3,000,000	**$2,700,000**	**$0**	**$240,000**	**$60,000**	**$150,000**
2028	3	1	Airport Master Plan Update	$500,000	$450,000		$40,000	$10,000	$150,000
	2	0	Land Acquisitions (Out Parcel)	$200,000		$160,000		$40,000	
	1	0	T-Hangar - Bid & Construct	$1,500,000		$1,200,000		$300,000	
				$2,200,000	**$450,000**	**$1,360,000**	**$40,000**	**$350,000**	**$150,000**
			TOTAL FUNDING REQUEST 2023-2028	**$20,656,376**	**$11,885,738**	**$5,840,000**	**$1,056,510**	**$1,874,128**	**$1,050,000**

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

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.

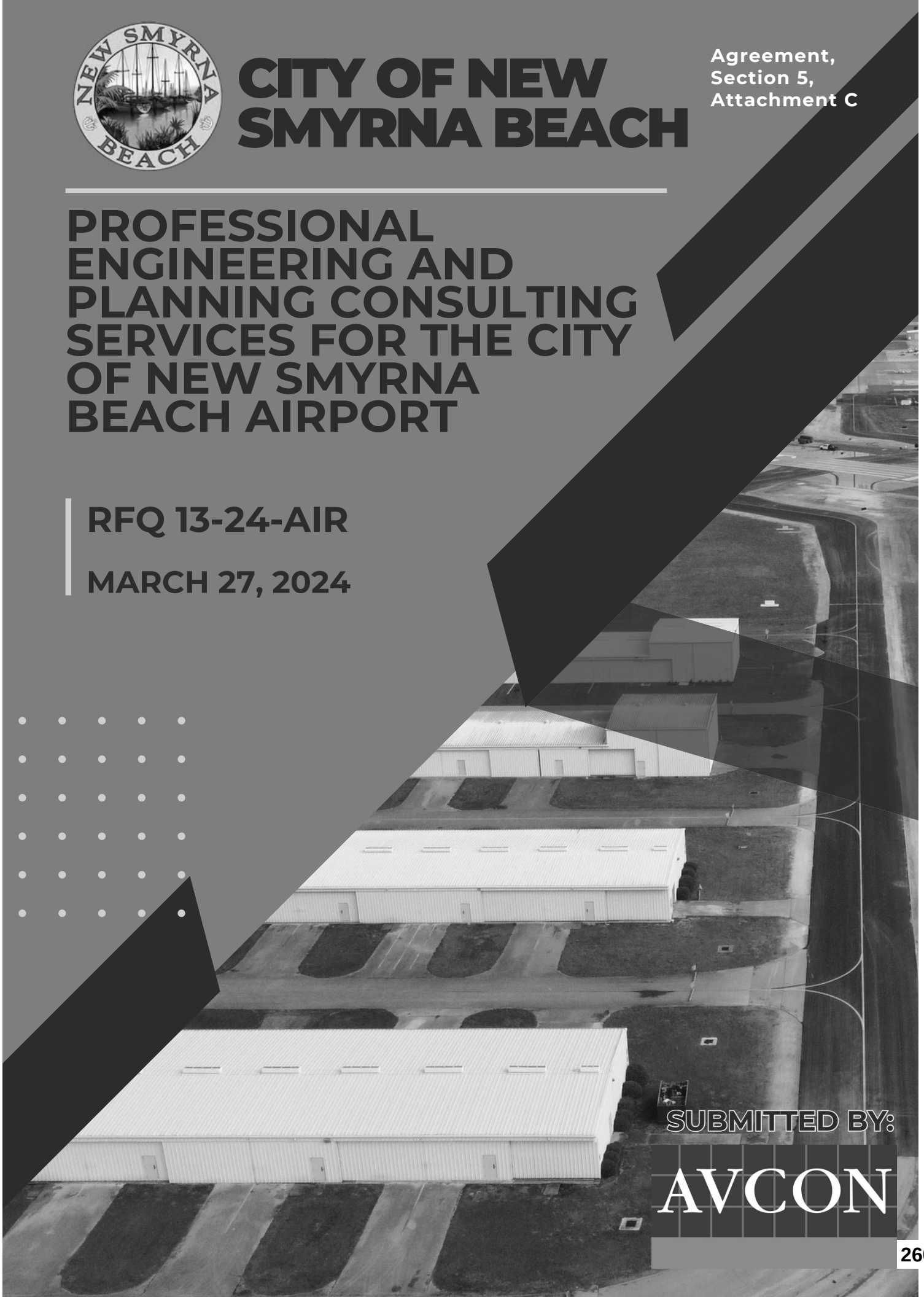
Agreement,
Section 5,
Attachment C

CITY OF NEW SMYRNA BEACH

PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT

RFQ 13-24-AIR

MARCH 27, 2024



SUBMITTED BY:

AVCON

TAB 1

LETTER OF INTEREST AND EXECUTIVE SUMMARY



AVCON

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

5555 E Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407)599-1133
www.avconinc.com

March 27, 2024

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

Reference: RFQ 13-24-AIR
Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Dear Selection Committee Members,

AVCON, INC. (AVCON) is pleased to submit the team's Statement of Qualifications to provide Professional Engineering and Planning Consulting Services to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport (EVB). As AVCON's experience, including specific project experience at EVB, and current proposal demonstrates, the team has a strong understanding of the scope of work and the Airport's need for this continuing contract. AVCON will continue to perform all tasks in a timely and cost-effective manner, bringing the best possible services to the Airport. We look forward to continuing our partnership with EVB at all stages of your capital improvement projects – from planning and environmental clearance to providing a design that meets your needs and budget, to acting as your representative during the construction phase. Beyond the capital project aspect of this assignment, AVCON has seasoned professionals who have managed General Aviation Airports in the past who can provide advice on operational issues and will help position EVB for success with tenants, users, and funding partners. AVCON, in conjunction with the entire team, is fully capable and committed to providing Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport.

AVCON is a full-service engineering and planning firm with extensive experience in general consulting contracts for airports of all sizes, including EVB. AVCON was established in 1988 and has been providing consulting engineering and planning services throughout the Southeast since its inception. Over the past 36 years, AVCON has grown to over 120 professional, technical, and administrative staff with expertise in all elements of airport planning, design, and construction management. With AVCON, you get the resources and capabilities of a large firm, with the individual attention and responsiveness of a small firm. AVCON's size is a true advantage, allowing us the availability, collaboration, and flexibility to meet your every need in a timely and professional manner.

AVCON has designated **Daniel (Dan) Nickols, Jr, PE**, (dnickols@avconinc.com) to serve as **Project Manager** for this contract. Dan has led and managed the planning, design, inspection, grant administration, and construction management of many aspects of airport improvement projects such as airport pavement rehabilitation and reconstructions, runway and taxiway overlays, airport safety improvement projects, lighting rehabilitations, and airfield facility designs. In addition, he has completed civil/site design, construction management, and construction administration for several non-airfield-specific projects. Dan also acts as an extension of staff by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non-AIP funded projects. Dan will be supported by **Jack Thompson, CM, LEED AP** (jthompson@avconinc.com) as **Principal-in-Charge**, and **Sandeep Singh, PE** (ssingh@avconinc.com) as **QA/QC Manager**. Both Jack and Sandeep are authorized to make representations for AVCON. All three individuals work out of AVCON's Orlando office at 5555 E Michigan Street, Suite 200, Orlando, FL 32822, and can be reached by phone at (407) 599-1122.

AVCON's staff will be supported by a strong team of dependable subconsultant resources, with proven success in serving Florida airports – including their work at EVB. AVCON has identified Survey, Geotechnical, Environmental, and Architectural firms to be included on the team. These capable firms have routinely supported AVCON's efforts at general aviation airports, contributing to our success over many decades.

In addition to our subconsultant teaming partners, AVCON is backed by some of the industry's best airport engineers and planners. Our innovative staff continues to improve standards in airport lighting, pavements, and master planning, enhancing the sustainability of the airports we serve. You will see in our proposal that AVCON has an unmatched level of experience at EVB.

AVCON is committed to the City of New Smyrna Beach and EVB and will guarantee, and be solely accountable for, the successful completion of all services by our team within budget, on schedule, and with the quality you expect. We pride ourselves on being available to serve the full range of airport planning and design needs, along with bidding and construction phase oversight, to maximize opportunities and unconditionally meet all your aviation-related obligations. Some highlights of our qualifications include:

- **AVCON,** the Team's Project Manager, and key staff are completely familiar with the requirements of professional services contracts, and the entire team has a wealth of prior relevant experience which eliminates any learning curve;
- **AVCON** is a full-service firm with all engineering disciplines in-house;
- **AVCON** brings the capabilities of a large firm with the demonstrated responsiveness of a smaller firm, suited to the task-based assignments expected under this contract;
- **AVCON** is headquartered in Orlando, and AVCON's proven response capabilities are approximately 1 hour and a phone call away;
- **AVCON** brings extensive, relevant, and award-winning project experience and excellent relationships with the FAA Orlando ADO, FDOT District 5, and St. Johns River Water Management District personnel for project-related discussions, including funding eligibility;
- **AVCON** has a proven team, assembled to address any assignment which may arise, including meaningful local area technical capabilities, and DBE participation, and AVCON is prepared to add other specialties as may be needed or requested to meet any project need;
- **AVCON** is certified by the State of Florida Board of Professional Engineers, certified as a Minority Business Enterprise by the State of Florida Office of Supplier Diversity, and pre-qualified by the Florida Department of Transportation in seventeen different planning and design work areas; and
- **AVCON will guarantee to do the best job, completing projects on time and within budget, and with the quality you expect. AVCON's successful track record speaks for itself.**

AVCON appreciates your review of the team's credentials for this contract and is pleased to affirm the firm's personal and corporate commitment to the City and this contract in particular. The team looks forward to serving you and thanks you in advance for your consideration in this important role.

Sincerely,

AVCON, INC.



Jack Thompson, Jr., CM, LEED AP
Principal-in-Charge



Daniel Nickols, PE
Project Manager

Legal Name: AVCON, INC.



History:

Founded in 1988, AVCON, INC. (AVCON) serves the aviation, transportation, development, and facilities industries and employs over 120 professionals with expertise in all aspects of aviation planning and design; civil engineering, electrical engineering, mechanical engineering, plumbing engineering, fire protection design, utilities coordination and design, and structural engineering; traffic planning and highway design; and a full array of design and construction support services. The firm has earned a reputation for providing excellent work with high-quality standards. AVCON has proudly established itself as a leading engineering firm in Central Florida through effective planning, design, cost estimating, permitting, and construction administration services. AVCON offers a full range of planning and engineering services to turn clients' projects into a successful reality.

Business Structure: AVCON, INC. is represented by the following owners:

- Sandeep Singh, PE, President
- Rick Baldocchi, PE, Vice President
- James Kriss, PE, Vice President
- Virgil Lewis, PE, Vice President

Designation of the Legal Entity by Which Business Operates:

AVCON, INC. is designated as an S Corporation, incorporated in the State of Florida.

Type of Ownership:

AVCON is certified as a Minority Business Enterprise (MBE) by the State of Florida Office of Supplier Diversity.

Length of Company's Existence: 36 years.

Locations of Parent Company, Branch or Subsidiary & Proposed Project Team:

AVCON's Orlando office is the primary office for this assignment and professional engineering services will be provided to the City/Airport from this office, with support from its team of subconsultant resources. AVCON has proven its responsiveness over the past 36 years to clients throughout Florida and the Southeast. Additionally, AVCON has the ability to call upon the supplemental credentials and staffing support of its firm-wide network of engineering and planning professionals at its branch and regional offices throughout Florida and the Carolinas, all of which have full capabilities to provide professional engineering and planning consulting services under this continuing contract. The AVCON Team's relevant office locations are as follows:

AVCON, INC.	5555 E Michigan Street, Suite 200, Orlando, FL 32822
Cal-Tech	3309 SW SR 247, Lake City, FL 32024
Dewberry	800 North Magnolia Avenue, Suite 1000, Orlando, FL 32803
ESA	5401 S Kirkman Road #475, Orlando, FL 32819
KMA	2720 Wright Avenue, Winter Park, FL 32789

Total Number of Personnel including Personnel by Discipline:

Discipline	Firm	Branch
Administrative	23	5
Airport Planner	5	5
CADD Technician	13	6
Civil Engineer	46	24
Construction Inspector	7	3
Electrical Engineer	8	0
Engineering Intern	5	1
Mechanical Engineer	4	0
Structural Engineer	5	0
Transportation Engineering	6	0
Total	**122**	**44**

Average Annual Revenue for the Past Five (5) Years: $23,470,393.58

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 01, 2024
Secretary of State
1731979968CC

DOCUMENT# K22990

Entity Name: AVCON, INC.

Current Principal Place of Business:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Current Mailing Address:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779 US

FEI Number: 59-2890463

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SINGH, SANDEEP
5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DCP	Title	VP
Name	SINGH, SANDEEP	Name	BALDOCCHI, RICHARD V
Address	11138 BRIDGE HOUSE RD.	Address	750 ALBA DR.
City-State-Zip:	WINDERMERE FL 34786	City-State-Zip:	ORLANDO FL 32804
Title	ST	Title	DIRECTOR
Name	KRISS, JAMES A	Name	LEWIS, VIRGIL C
Address	9348 THURLOE PLACE	Address	604 SAILBOAT DRIVE
City-State-Zip:	ORLANDO FL 32827-7003	City-State-Zip:	NICEVILLE FL 32578

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SANDEEP SINGH PRESIDENT 03/01/2024
Electronic Signature of Signing Officer/Director Detail — Date

AVCON, INC.
ENGINEERS & PLANNERS
5555 E Michigan Street, Suite 200
Orlando, Florida 32822
407.599.1122 | avconinc.com

March 26, 2024

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

Reference: RFQ 13-24-AIR | Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport

To Whom It May Concern:

By the authority entrusted in me as an owner and Vice President of AVCON, INC. (AVCON), I hereby authorize Jack Thompson, C.M., LEED A.P. to create, enter into and sign contracts for/with the City of New Smyrna Beach on behalf of the firm as it relates to this Professional Engineering and Planning Consulting Services contract. Jack serves the firm as Director of General Aviation Services, and he is proposed to serve as Principal-in-Charge on this contract. His contact information is provided below:

Jack Thompson, C.M., LEED A.P.
Director of General Aviation Services
5555 E Michigan Street, Suite 200
Orlando, Florida 32822
P 407.599.1122 x250
F 407.599.1133
M 407.793.0315
jthompson@avconinc.com

Jack is the individual designated by AVCON to represent the firm on this contract.

Should you have any questions or need any additional information please do not hesitate to give me a call at 407.599.1122.

Sincerely,
AVCON, INC.

James A. Kriss, PE
Vice President

TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

TAB 2

PROJECT APPROACH AND MANAGEMENT



AVCON

Approach



This section of the proposal provides a summary of the overall project approach to serving as a continuing services consultant, from the philosophical approach to doing business, to the actual day-to-day services AVCON would propose to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport (EVB).

Effective project management is the key to success for all project assignments and for the client and consultant's ultimate success. AVCON's philosophy for project management is a proven approach that has served the company for 36 years. It includes:

- Being responsible and responsive;
- Communication and coordination;
- Listening to clients, tenants, and agency concerns;
- Providing feedback and problem-solving;
- Mutual respect and trust;
- Team building, planning, project development, scoping, scheduling and budgeting;
- Vision, execution, and quality; and
- Individual and corporate commitment to deliver.

Your Project Manager, **Dan Nickols, PE,** will serve as the connection between EVB staff and the project team. Dan will effectively manage and integrate team resources to cooperatively establish and adhere to schedules and budgets.

Philosophy of Service

AVCON and the entire AVCON Team are prepared to address any aspect of planning, design, or construction services as may be requested by the Airport. The following section provides a synopsis of the overall approach to serving as a continuing services consultant, from the philosophical approach to doing business, to the actual day-to-day services AVCON would propose to City/EVB staff. The ongoing relationship of a continuing services consultant must be based on the highest levels of trust between the Owner and the Consultant. To provide a basis for understanding this service relationship, the following types of philosophical commitments should be considered:

AVCON will serve as an extension of Staff. AVCON knows that the primary day-to-day responsibility of airport management relates to the ongoing operations of the airport and the needs of its tenants. To the extent requested, the AVCON team's role will be to support management in areas outside of these day-to-day responsibilities in identifying, orchestrating, and assisting in accomplishing capital improvements and other assigned projects.

As a continuing services consultant, **AVCON will create and maintain a unified and focused approach** not only to each project assignment but also to the overall cohesiveness of the entire array of airport development entrusted to the team. In addition, through AVCON's commitment to the construction quality assurance and the construction-monitoring phase of the firm's services, AVCON will ensure that each finally constructed project meets or exceeds the applicable design standards and the City/Airport's expectations.

AVCON is familiar with the requirements of on-call consultant services. These include all aspects of task order assignments, reporting, financial controls, integrated construction phasing for multiple projects; and overall commitment to minimizing the impacts of construction and development on the day-to-day operations of the airport and adjacent facilities.

Lastly, by using a **Team Approach**, with multiple professionals, AVCON can commit to receiving and responding to inquiries from airport staff within thirty minutes. AVCON has an excellent track record of responsive service for all the firm's clients. To ensure this capability, AVCON will have an overlapping matrix of primary and support personnel for tasks so that City/Airport Staff can always find assistance among the team members.

Approach to Continuing Engineering Services

The AVCON approach to continuing engineering services begins with the initial dialogue and programming effort with the City/Airport to identify, quantify, and schedule each respective task upon demand from the staff, its tenants, or in response to other development needs of the airport. Each such task is treated as a separate project assignment, and taken from initial planning and design, through bidding or procurement, and on through final construction. AVCON understands all of these steps and can be relied upon to address every assignment with the utmost diligence and intensity. AVCON will continue to bring a common format to all project tasks for City/Airport staff. The graphic below identifies AVCON's approach to the Engineering Consultant role.



Communication and Coordination

Project and client success includes early and frequent communication and coordination, with each project requiring its own levels based on complexity, schedule, location and type, operational impacts, and parties affected by the project. Communication, coordination, and interactive exercises with City/EVB staff will take on many facets and may include any or all of the following:

- Project scoping meetings with City/EVB staff
- Pre-design kick-off meetings with City/EVB staff, agencies, and the AVCON team
- Regularly scheduled conference calls with City/EVB staff and the AVCON team
- Regularly scheduled project meetings with City/EVB staff and the AVCON team
- Attendance at, and participation (when requested) in, City/EVB regularly scheduled meetings
- Project status reports and emails
- Return phone call policy (usually within 30 minutes the same day or within 24 hours if out of town)
- Attendance and participation at special meetings with affected and interested agencies and parties
- A commitment that AVCON and key team firms will attend meetings regularly.

Agendas will be prepared prior to, and notes prepared and distributed following, each meeting and conference call.

Project Work Plan

AVCON's project success has been the result of strong, experienced, and knowledgeable project managers and project teams, as well as the development and implementation of clear but detailed work plans. AVCON's overall project approach will include constant engagement with the City/EVB through the following main areas:

Pre-Design Services:

Data Collection, Project Initiation, and Pre-Design Investigations: This initial phase of the project includes the collection, compilation, and review of existing project-related data and documents, including items such as planning and environmental reports, technical memoranda, record plans, geotechnical reports, existing utility data and documentation, existing mapping and survey control information, operational characteristics, data and constraints, construction phasing and sequencing concerns, and other similar information.



All this information will form the foundation for baseline data for the project including program scope, schedule, and budget, and lead to the collection of project-specific topographic field surveys and geotechnical investigations and testing for use in design.

Project Scoping, Planning, and Conceptual Alternatives Evaluation: Airfield planning and design are essential components for the orderly and cost-effective development of an airport and of airport systems. A critical element of the planning process is the identification, investigation, analysis, and evaluation of project alternatives that meet the intent of the project and achieve the established goals and objectives. From this exercise, the best alternative is selected and advanced into design and construction. Scope, budget, schedule, and funding resources are revisited to confirm the initial thought process.

Preliminary Design: This phase of the project will establish the approach to the technical issues previously identified and will serve as the basis for the development of preliminary design documents for the selected alternative. Preliminary construction plans (representing 30% design) will be prepared to a level consistent with the verification of design assumptions, project budget, schedule, and program goals and objectives.

In addition to our normal day-to-day practices of quality assurance and quality control (QA and QC), a peer review and constructability review of the plans and specifications of this package are often conducted prior to its submittal. Additionally, a preliminary Engineer's Design Report will be prepared, documenting all design rationale and findings. It will also include a listing of technical specifications to be used on the project, environmental and other permitting information and documentation, and a preliminary construction cost estimate. At this point in the project, a contingency will be made a part of the cost estimate to account for the potential of additional work elements, unforeseen conditions or changes, and detailed design development.

Design Services:

Design Development: This phase of the project completes the design and details supporting the decision-making process for specific work elements of the project. Construction plans, specifications, and details will be prepared to meet FAA, FDOT, local, and other relevant agency standards, requirements, and guidelines.

As with the preliminary design phase, a peer review and constructability review of the final construction documents before their submittal as a supplemental check to AVCON's QC and QA reviews will be conducted.

A final set of construction documents (plans and specifications) will be delivered to the City/EVB, signifying the completion of this phase.

A final Engineer's Design Report will be prepared, documenting all design rationale and findings, including any modifications to standards, as well as justifications and pertinent design calculations for the various elements of the project. A final construction cost estimate with detailed items and quantities will be included in the Engineer's Report. To help ensure quality control of materials and the constructed project, a Construction Management Plan will be prepared for the City/EVB, FDOT, FAA, and construction field staff.

Pre-Construction Services:

The AVCON Team will:

- Discuss and understand the preferred project delivery method
- Develop and independently validate the final project cost estimate and schedule
- Develop alternative package as identified during preliminary and final design
- Assist with FAA and FDOT information items
- Attend, participate, and/or assist in final project presentation

Bidding Support:

The AVCON Team will assist during the bid process as follows:

- Prepare the notice to bidders for advertising the project
- Assist with the distribution of bid documents to firms and agencies requesting them
- Respond to bidders' questions and prepare addenda, as required
- Attend and conduct a pre-bid meeting and bid opening
- Review and tabulate bids received, review for conformance, and review bidder qualifications
- Prepare recommendation for awarding the project to the lowest responsive and responsible bidder

Construction Services:

AVCON takes a practical and preemptive approach to construction administration, oversight, and management. AVCON starts coordination with contractors during design and bidding. The continuation of the AVCON team effort will be provided through Construction Administration (CA) and Resident Project Representative (RPR) observation services. These services will allow the design professionals to interface with the field staff and contractors to provide additional interpretation of the plan or specification requirements. This service is considered a part of our “partnering” approach to the project wherein the design professional and the field construction representatives can work to provide the highest quality project within budget and on schedule.

Quality assurance testing of materials during construction is the means by which compliance is monitored and contractors are paid. AVCON will oversee and schedule the QA testing firm for material testing and acceptance.

Additionally, regularly scheduled construction meetings are held to monitor and update the project schedule, budget, and projected cash flows. This approach minimizes surprises within the project and for all parties involved in the project.

Project Close Out:

The AVCON Team will:

- Provide all client, FAA, and FDOT required closeout and commissioning documentation
- Provide permitting agencies required final documentation
- Review/approve final contractor pay request
- Review/approve final invoices from AVCON team members
- Perform and document substantial completion site review, final inspection, and acceptance
- Provide notebook of all QA test results and Operations and Maintenance Manuals

Throughout the project, AVCON provides our clients with unmatched grant management assistance. At the project’s inception, we are there to provide project justification, sketches, and cost estimates. We will prepare grant pre-applications and applications and can meet and advocate for the Airport with their funding partners. Once the project is underway, we are available to assist with reimbursement requests. Our team is well-versed in meeting federal and state requirements for grant-funded projects. We support our clients with 2CFR Part 200 requirements, including proper documentation during design, bidding, and construction projects. Providing the appropriate reports and documentation in a timely manner ensure the airport remains eligible for future funding. AVCON supported FDOT in its continued improvement of their grant management process by developing the Invoice Forms used by all airports when submitting for FDOT reimbursement. The new forms streamline reimbursements, eliminate duplication of effort, and limit the opportunity for errors. FAA and FDOT are attentive to an Airport’s ability to manage grant funds. Those airports that provide accurate and timely grant reports and reimbursement requests are in a favorable position when requesting future project funding.





Quality Assurance / Quality Control

AVCON has a written Quality Assurance and Quality Control (QA and QC) Plan for all projects it undertakes. The plan is modified and adapted to meet the needs of large or small projects and for the specific elements of design included in the project. AVCON will tailor the QA and QC plan to match specific project assignments. This document identifies the Quality Control Manager of the task and the key experts to be involved in the Quality Control process. It also identifies the type of review to be performed by each reviewer at various levels of completion of the design.

AVCON's Quality Control Review Process consists of a multi-level review approach that aims to identify and prevent omissions, conflicts, inconsistencies, or lack of constructability throughout the project. At the onset of this process, the Project Manager assigned to a task provides a draft set of deliverables to the designated reviewer ten days before submission to the Airport. Each reviewer in turn provides their comments in writing back to the Project Manager who collates all reviews. The Project Manager then shares with the design team the comments to be addressed and ensures a response is provided or discussed with the author of the comment. Each comment is addressed before the submittal of the milestone deliverable to EVB.

STEP 1: IN-HOUSE REVIEW

The Project Manager will perform review of the project followed by the QC Manager prior to each submittal. This review identifies potential omissions, conflicts, or inconsistencies amongst documents, ensures compliance with pertinent standards, and corroborates that the proposed design complies with the scope of work and the City/EVB expectations.

STEP 2: THIRD-PARTY PEER REVIEW

All design documents are evaluated by an expert not involved in the project. It ensures compliance with all applicable standards, accuracy and completeness, prevention of conflicts at trade interface, and coherence of the overall design. Occasionally we may also look to outside firms to provide technical support to ensure the latest technology and selected approach remains pertinent and viable.

STEP 3: CONSTRUCTABILITY REVIEW

An individual experienced with construction practices, such as AVCON's field inspectors or the QC Manager will complete a thorough review of all documents to confirm proper constructability of the design.

STEP 4: SUBCONSULTANT REVIEW

Subconsultants are expected to have their own quality assurance process in place and will be required to demonstrate this in writing. In addition, AVCON applies its own standards of quality control, as outlined above, to the subconsultant's work.

Developing and Controlling Costs

Scope Development: AVCON will meet with the Airport to fully identify and reach a complete accord on the terms of the scope, schedule, and budget for each assigned project/task. Project scopes shall be sufficiently detailed to capture the anticipated work effort associated and a "Project Sketch" is always included to better define the project limits. This is a key step in identifying any possible elements that could prevent "future scope creep." This step also applies to coordination between sub-consultants and within various disciplines. AVCON utilizes standard scopes and checklists for this process. A thorough scope development not only ensures the project has "limited or no surprises" but also becomes the basis of the Project Work Plan, which establishes project success goals, staffing allocations, scope items, and schedule considerations.

Developing Construction Cost Estimates: AVCON stays abreast of the cost estimating trends and the constantly evolving construction marketplace. The firm's professionals are aware of local market variations and cost databases to ensure projects are designed within the established budgets. The role of the PM in managing client and other stakeholder expectations for the project "needs and wants" is a critical aspect to ensuring budgetary discipline. The use of bid schedules and alternates is another way to ensure projects "fit" in the available budget or grant funds. AVCON's ability to predict and meet budgetary constraints is exceptional. In developing the construction cost estimates, AVCON will approach each phase of design as follows:

- Schematic Design (30%)
- Design Development (60%)
- Contract Documents (90%)
- Bid Documents (100%)

By continually updating the quantities and assessing the construction market AVCON will greatly increase the accuracy of the estimated construction value.

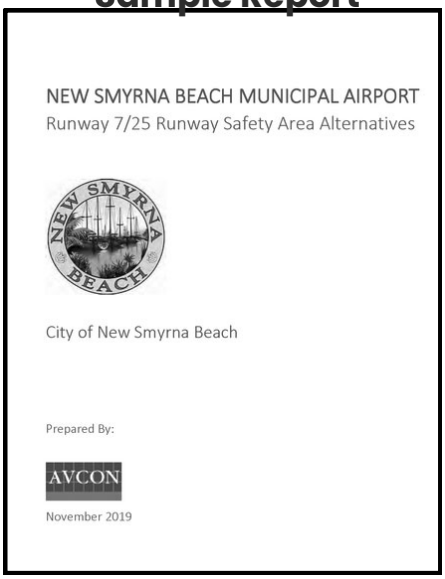
Commitment to Meeting Schedule

In order to meet often challenging economic and time requirements, AVCON has committed to doing "whatever it takes" to accomplish the end results of each assignment. AVCON has provided complete project designs for major capital projects such as runway rehabilitations, including surveys and geotechnical in as little as 28 days with excellent bid results.

With the ongoing constraints placed on sponsors in responding to variations in FAA grant deadlines, AVCON has developed a very nimble approach in making advanced arrangements with our staff and subconsultants to be on guard for these very short-term response requirements. AVCON has a well-refined library of many of the standard construction details and specifications from which to make minor adjustments and alterations to achieve the specific needs of each assignment. As a fully CADD-oriented design firm, many design features can be accelerated to accomplish large elements of work in very short periods. Finally, our staff of airport design professionals is very well-oriented in the priority of high-quality and timely services to our clients and customers.

This dedication transcends the entire staff and leads to an unparalleled professional commitment to achieving extraordinary results in all of our professional services. AVCON will accomplish any assigned design or planning effort under the time requirements established by EVB.

Sample Report


NEW SMYRNA BEACH MUNICIPAL AIRPORT
Runway 7/25 Runway Safety Area Alternatives
City of New Smyrna Beach
Prepared By:
AVCON
November 2019

In summary, AVCON's record of meeting schedules and budgets is exemplary. Our projects routinely meet or exceed client expectations. Schedule management is an essential element of the overall client communication effort and will continue to be a focus throughout this contract.

AVCON has stayed abreast of the latest advances in scheduling, estimating, and engineering software, and the training of the firm's professionals which directly relates to AVCON's ability to predict and meet scheduling and budget demands. All of the production capabilities for the team will be fully integrated and interfaced using Office 365 and Skype for Business, such that the work among all disciplines for each project can be performed on a concurrent schedule using real-time updated drawing files and supporting documents. Airport and City staff will be invited to attend coordination meetings or teleconferences scheduled for project-related discussions. The project schedule will be updated not less than monthly to ensure compliance with each deliverable.

AVCON's wide-ranging and in-depth experience in project construction also enables the firm to recognize frivolous contractor claims. AVCON's approach to each project includes complete construction administration support of the designers to the construction management and RPR team. There will be no loss of project understanding between design and construction administration staff. Using this approach regularly as part of the firm's history, AVCON has an excellent record of cost, scope, and scheduling control in project management throughout the design and construction processes. The table below highlights AVCON's record of maintaining schedules and budgets on recent general aviation airport projects.

Firm's Record of Project Completion

Project	Original Cost	Final Cost	Estimated Completion	Actual Completion
GIF Taxiway C Extension	$1,637,706.60	$1,545,467.45	April 2021	June 2021
OBE Runway 5-23 Rehabilitation	$3,574,584.50	$3,572,334.45	May 2022	June 2022
VQQ Airfield Signage Replacement	$696,500	$690,629	June 2020	June 2020
VDF Runway 5-23 Rehabilitation	$5,902,072.50	$5,705,949.72	May 2021	May 2021
X21 PAPI	$241,400	$234,890.10	Dec. 2020	Jan. 2021
ISM New Electrical Vault	$422,362	$491,344	* March 2022	March 2023
ISM Taxiway E Extension (24 End)	$270,000	$658,752	May 2023	Sept. 2023
ISM Secondary Weather Sensor ATCT MEL - AWOS - I	$79,000	$79,000	Oct. 2023	Jan. 2024
DED Hangars	$135,110	$135,110	Sept. 2023	Feb. 2024
X21 PAPI Replacement	$70,220	$50,220	Aug. 2021	Aug. 2021
X59 Taxiway A Improvements	$642,580	$448,813	** Oct. 2021	April 2022

* Project was bid prior to receiving City permits at the request of Airport and FAA, due to timing of FAA funding availability. Two Change Orders were issued for time and additional services due to permit reviews.

** Delays in project due to weather (hurricanes) and owner directed changes to the project during construction.

AVCON, INC. Highlights:

- Hands-On Project Manager
- Over Three Decades of Experience, Including Five Years Working With EVB
- Central Florida Office, Less Than One Hour From Airport
- Demonstrated Responsiveness
- Extensive, Relevant, and Award-Winning Project Experience
- MBE/DBE Commitment
- Unparalleled Airfield Design Capability Including Airfield Lighting
- Unmatched FAA and FDOT Experience and Knowledge of Regulations
- Proven Performance

TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

TAB 3
QUALIFICATIONS



AVCON

Firm Background & Experience

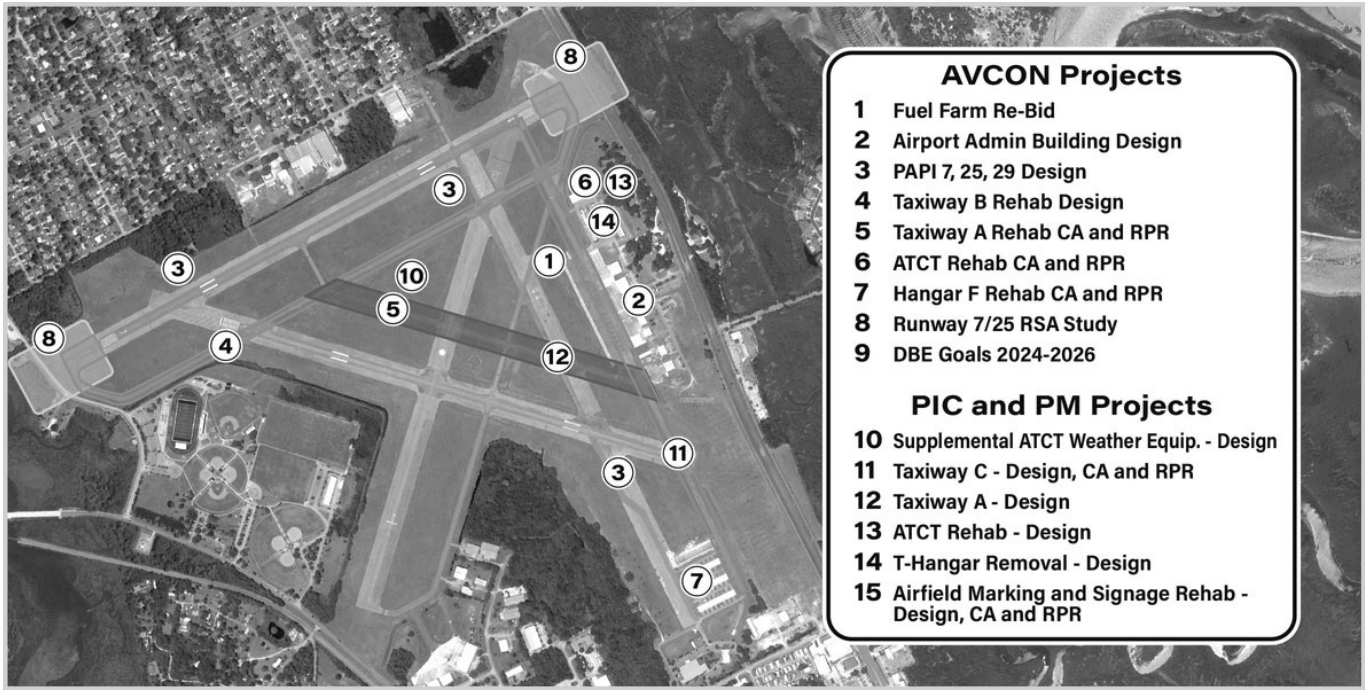
AVCON's staff of engineers and airport planners have completed all types of airport projects, ranging from airport master plans, environmental assessments, DBE plans, and condition assessments to airfield pavement designs, lighting and NAVAIDs, hangar developments, terminal upgrades, fuel farms, security and access control, roadway and parking designs, and utility and stormwater improvements. AVCON also provides special services related to airfield and lighting evaluation, electrical vault arc-flash analyses, and capacity studies utilizing in-house testing equipment and fully trained staff.

AVCON's airport experience encompasses the entire airport campus, including elements more commonly associated with the landside (nonaviation) portion of the grounds. These elements comprise land development including utilities, roads, and parking facilities; structural, mechanical, electrical, plumbing, and fire protection engineering for hangars, terminals, air traffic control towers, vaults, and other building infrastructure; and electrical design for primary power distribution. Because an airport includes many elements beyond the airfield limits, it is important to consider an independent full-service engineering team that understands the connection between the airfield and the supporting infrastructure and can offer an experienced and insightful perspective on development and project execution. AVCON provides this understanding and skill and is available to you under one roof, approximately one hour away from City/Airport staff.

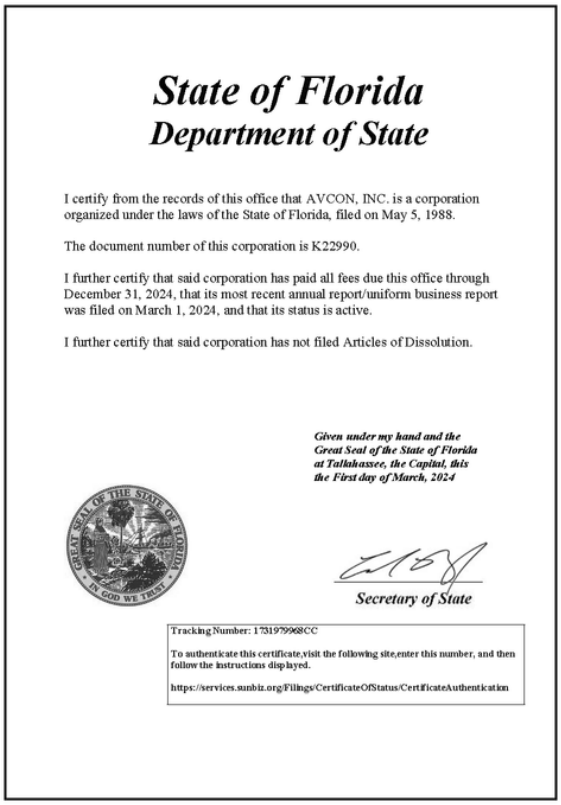
Additionally, the AVCON Team has extensive experience at New Smyrna Beach Municipal Airport, which is displayed in the graphic below. The team is familiar with the City/Airport's staff and processes and is ready to hit the ground running.

Aviation Services

- Federal/State Grant Administration and Other Programs, Support and Compliance
- FAA/FDOT Coordination
- Cost Estimating and Independent Fee Estimates
- Airport Planning, Master Plans, and Layout Plans
  - Noise Studies
  - Environmental Planning
  - Hangar Studies
  - Parking Studies
  - DBE Plans
  - Feasibility Studies
  - Airspace Obstruction Evaluations
  - Gate Planning and Apron Utilization
- Airfield Design (Runways, Taxiways, Aprons, etc)
- Stormwater Drainage Design and Assessment
- MEP / Fire Protection
- Facility Condition Assessments
- Security and Access Control
- Civil Engineering and Site Design
- Industrial and Commerce Parks
- Roads and Multimodal Improvements
- Construction Management



Certificate of Authorization



State of Florida
Department of State

I certify from the records of this office that AVCON, INC. is a corporation organized under the laws of the State of Florida, filed on May 5, 1988.

The document number of this corporation is K22990.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 1, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of March, 2024

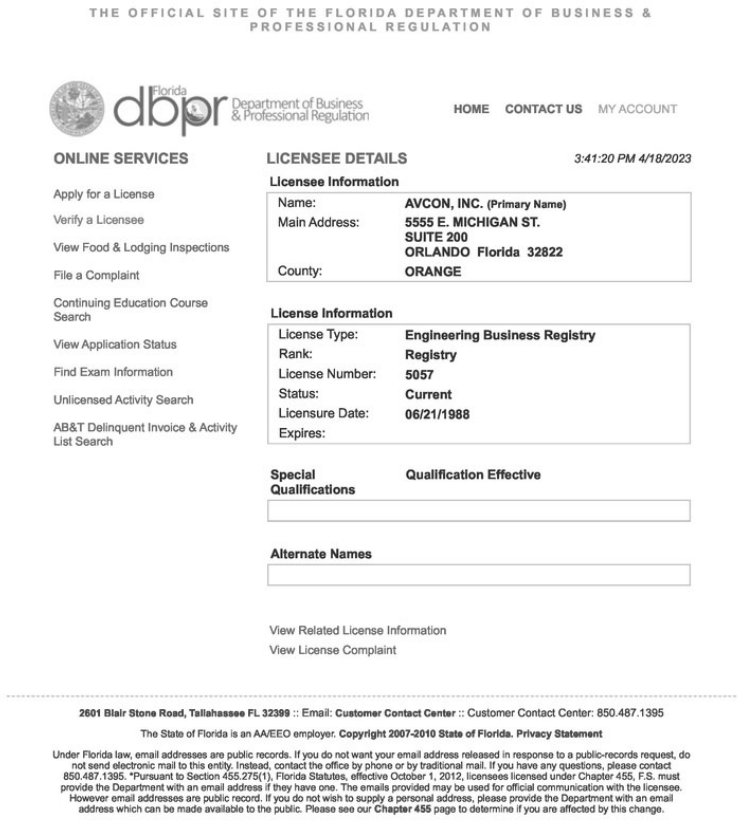
Secretary of State

Tracking Number: 173197996SCC

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

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

Professional Registration



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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS 3:41:20 PM 4/18/2023

Licensee Information

Name:	AVCON, INC. (Primary Name)
Main Address:	5555 E. MICHIGAN ST. SUITE 200 ORLANDO Florida 32822
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5057
Status:	Current
Licensure Date:	06/21/1988
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Organizational Chart

AVCON proposes a highly skilled, full-service planning, design, and construction management team to provide Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport.

The AVCON Team is fully prepared to deliver and guarantee the successful completion of your projects within the designated timelines and budgets. Our team is equipped with the necessary resources and personnel, and we have backup staff on standby to step in if any unexpected situations arise, ensuring that we maintain consistent and timely delivery throughout each project. The organizational chart below highlights the roles and responsibilities of the AVCON Team Members and our subconsultant partners.

NEW SMYRNA BEACH MUNICIPAL AIRPORT
Arvin Weese, Airport Manager

FAA ORLANDO ADO
Scott Carraro, Ryan Allen, Amy M. Reed

FDOT DISTRICT 5
Allison McCuddy, Joe Jerkins, Luci Taylor



PRINCIPAL-IN-CHARGE
Jack Thompson, Jr., CM, LEED AP



PROJECT MANAGER
Daniel Nickols, PE



QA/QC MANAGER
Sandeep Singh, PE

Aviation Planning & Environmental

PLANNING
Ryan Lenda, CM (*AVCON*) – *Senior Planning Manager*
Michael Kotlow (*AVCON*)
Doug DiCarlo (*ESA*)

ENVIRONMENTAL & NOISE
Julie Sullivan *(ESA)* - *Environmental Manager*
Mike Arnold *(ESA)*

Aviation Engineering

AIRFIELD DESIGN
Alex Broger, PE (*AVCON*)
Pedro Valencia, Jr., EI (*AVCON*)
Russ Holiday, PE (*AVCON*)
Alexis Collazo (*AVCON*)

AIRFIELD LIGHTING
Mark Goodacre, ACE (*AVCON*)
Lee Nemer, ACE (*AVCON*)

DRAINAGE/PERMITTING
Matthew Humphrey, PE (*AVCON*)

ARCHITECTURE
James L. Moore, AIA, NCARB *(KMA)*

Construction

CONSTRUCTION ADMINISTRATION
Rob Hambrecht, PE (*AVCON*) – *Construction Manager*
Daniel Nickols, PE (*AVCON*)

INSPECTION
Shane Swingle (*AVCON*)
Daniel Cruz, PE (*AVCON*)
Addison Campbell (*AVCON*)

Surveying

William Hinkle, PSM *(Dewberry)*

Geotechnical & Construction Materials Testing

Ivan Marcano, PE *(Cal-Tech)*



DANIEL NICKOLS, JR., PE | PROJECT MANAGER

Dan Nickols, PE will be your Project Manager. With Dan you are assured of exceptional client/consultant continuity. He will lead the AVCON Team and ensure that project schedules and budgets will be developed, managed, monitored, and adhered to. Project deliverables in the form of plans, specs, engineer's reports, opinions of probable cost, and similar airport-related support documentation will be thorough, accurate, and informational. Subconsultants will be managed proactively and mentored; and funding and regulatory agencies will be informed of project activities regularly. There will be no surprises, and project concurrence by involved agencies and staff will be achieved at key milestones throughout each project.

Dan brings over 15 years of hands-on experience leading and managing airport improvement projects, including on-call service project management, airport pavement rehabilitation and reconstruction, safety improvements, facility enhancements, and a multitude of other airport-related assignments. In addition, he regularly provides construction management, administration, and inspection services on many of his projects. Dan also acts as an extension of staff for several clients by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non-AIP funded projects.

Experience with EVB

Taxiway A Reconstruction
New Smyrna Beach Municipal Airport, FL | Project Manager
Project includes the reconstruction of the taxiway, corrections to airfield geometry, removal of portions of existing abandoned airfield pavements, modifications to existing airfield lighting and signage, new airfield pavement markings, and associated grading and drainage improvements for Taxiway A. Also included in this project are upgrades and improvements to crossing taxiways, which will bring them into compliance with FAA profile, geometry, and grading requirements.

Taxiway B Reconstruction and Runway 7-25 Pavement Removal
New Smyrna Beach Municipal Airport, FL | Project Manager
Project includes the removal of pavement from both the Runway 7 and 25 ends to correct runway obstacle free zone (ROFZ) violations, realignment of Taxiway B connectors at both runway ends, reconstruction and geometry corrections of Taxiway B east of Runway 11-29, and rehabilitation and geometry corrections of Taxiway B west of Runway 11-29. Also included in this project is the removal of portions of existing abandoned airfield pavements, modifications and upgrades to existing airfield lighting and signage, new pavement markings, associated grading and drainage improvements for Taxiway A, and stormwater permitting through SJRWMD.

PAPI 7, 25, and 29 Replacement
New Smyrna Beach Municipal Airport, FL | Project Manager
Project Manager for the design and bidding of the replacement PAPIs on Runway 7, 25, and 29, which generally includes the equipment replacement, re-siting, re-grading, and concrete pad replacement for 3 of the 4 PAPIs on the airfield.

T-Hangar F Rehabilitation
New Smyrna Beach Municipal Airport, FL | Project Manager
Project Manager and Construction Manager for the construction phase services of the rehabilitation of T-Hangar F at the New Smyrna Beach Airport. This project includes metal building component replacements, hangar door replacements, roof re-finishing and resealing, concrete pad replacement, and rehabilitation of building gutters and downspouts.

Air Traffic Control Tower Rehabilitation
New Smyrna Beach Municipal Airport, FL | Project Manager
This project includes tower stucco replacement, interior and exterior lighting rehabilitation, mechanical electrical and plumbing upgrades and rehabilitation, airport rotating beacon replacement, resealing of tower cab windows, tower cab roller shade replacement, rehabilitation of the tower cab interior, and rehabilitation of ATCT lightning protection.



JACK THOMPSON, JR., CM, LEED AP | PRINCIPAL-IN-CHARGE

Jack Thompson, Jr., CM, LEED AP has served numerous airport clients, coordinating their capital improvement programs, managing federal and state grants, and providing strategic planning assistance. Jack is a Certified Member of the American Association of Airport Executives and a Leadership in Energy and Environmental Design Accredited Professional. From 2005 to 2009 he served as the Airport Director for Flagler County Airport, which was the busiest non-towered airport in the country at the time.

Jack is currently providing support to the Airport under AVCON's On-Call Aviation Continuing Contract. Some of the projects involved constructing and rehabilitating Taxiway C; airfield signage, and marking rehabilitation initiatives aimed at addressing safety concerns; ongoing support to the airport's JACIP; Taxiway B Rehabilitation; ATCT Rehabilitation, and Hangar F Rehabilitation.



SANDEEP SINGH, PE | QA/QC MANAGER

Sandeep Singh, P.E. is a Principal with AVCON and has 39 years of experience in nearly every aspect of airport design and planning for both general aviation and air carrier airports. He has a civil, structural, and electrical engineering background and has special expertise in airfield pavements, lighting, and NAVAIDs. He is well-versed in airport development issues including planning and funding and has long-standing relationships with FAA and FDOT staff. Under Sandeep's Leadership AVCON has won several design awards including two grand awards from the Florida Institute of Consulting Engineers, and the firm has promoted the best in asphalt and concrete pavement specifications and state-of-the-art LED airfield lighting systems.



ROBERT HAMBRECHT, PE | CONSTRUCTION MANAGER

Rob Hambrecht, PE has over 24 years of hands-on experience planning, programming, and managing numerous airfield improvement projects throughout Florida. He has extensive experience in ensuring that design professionals produce within budget and contractors seek alternate, cost-effective solutions to changes in the work, and advance only legitimate change order requests for consideration. His wealth of airfield project knowledge will be complemented by his expertise in grants and funding through agencies such as the FAA and FDOT.



RYAN J. LENDA, CM | SENIOR AIRPORT PLANNER

Ryan Lenda, CM is an experienced aviation and business professional with 19 years of experience in the aviation industry. His responsibilities include roles ranging from managing complex planning projects to providing consultant services and working with stakeholders to ensure design elements comply with aviation regulations. He has a solid understanding of planning principles and federal aviation regulations. Ryan has completed multiple planning assignments at airports throughout the U.S. including Apron Utilization Plans, Gate Expansion Analyses, Airport Layout Plans, Exhibit A Updates, Feasibility Studies, Master Plans, Siting Studies, Land Use Planning, and more.



MARK GOODACRE, ACE | SENIOR ELECTRICAL DESIGNER

Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways, and Parking Aprons.



RUSS HOLLIDAY, PE | SENIOR CIVIL ENGINEER

Russ Holliday, PE performs project management and design utilizing AutoCAD, Civil 3D, and other industry-standard design software packages. His work experience consists of engineering and project management for airport projects, including all phases of a project from topographical survey reduction, geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design to project cost estimation, bidding, DBE coordination services, construction administration, resident project representative, and project closeout. Russ has extensive experience working with State Water Management Districts, the Florida Department of Transportation, and the Federal Aviation Administration personnel.



LEE NEMER, ACE | AIRFIELD ELECTRICAL / NAVAIDS

Lee Nemer, ACE joined AVCON in July 2018 and has worked under Mark Goodacre as an Electrical Engineer. Since joining AVCON he has completed a variety of airport projects throughout Florida, North Carolina, Texas, and Alabama. His skills include lighting layouts, circuit design, duct bank system design, manhole design, and vault work. Lee has provided cost estimates for large-scale projects and is proficient in AutoCAD.



MATTHEW HUMPHREY, PE | PROJECT ENGINEER

Matthew Humphrey, PE has nine years of experience as a Florida and Pennsylvania registered Professional Engineer (PE). He has been involved in a wide variety of projects, both field and office, and has significant experience in multiple aspects of civil engineering. His experience includes environmental remediation, stormwater management design, geotechnical engineering evaluation, site-civil engineering, and construction management/administration. Matthew has Project Engineer experience with New Smyrna Beach Municipal Airport including the reconstruction of Taxiways A and C, and Fuel Farm Rehabilitation.



ALEX BROGER, PE | PROJECT ENGINEER

Alex Broger, PE has five years of experience in the aviation industry. He has assisted in the planning, design, inspection, and construction management of many aspects of airport improvement projects, such as lighting rehabilitation, airport safety improvement projects, runway and taxiway overlays, airport pavement rehabilitation and reconstructions, and airfield facility design. Additionally, Alex is a member of the American Association of Airport Executives (AAAE), the National Society of Black Engineers, and the Florida Engineer Society. Alex has Project Engineer experience with New Smyrna Beach Municipal Airport including Taxiway A Reconstruction.



ALEXIS M. COLLAZO | TECHNICAL SPECIALIST

Alexis Collazo is a Technical Specialist with three years of experience. She has supported the planning, design, inspection, and construction management of many aspects of airport improvement projects including airport pavement rehabilitations and reconstructions, aviation fueling facilities, hangar infrastructures, signage and marking rehabilitation, and airport layout plans. Alexis has experience at New Smyrna Beach Municipal Airport as a Technical Specialist for projects including the Spill Prevention, Control, and Countermeasure (SPCC) Plan and Airfield Marking and Signage Rehabilitation.



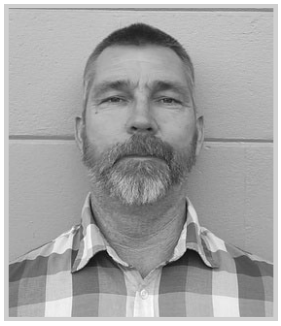
PEDRO VALENCIA, JR, EI | ENGINEERING INTERN

Pedro Valencia, Jr is an Engineering Intern who has performed planning, design, quality control reviews, and construction inspection of many aspects of airport improvement projects. He has proven himself to be detail-oriented, self-motivated, and great with time management. Pedro's responsibilities include civil and site design plans, part-time field inspection, construction specifications, and quantity cost estimates. He has completed projects such as airfield infrastructure design, airport pavement rehabilitation and reconstruction, stormwater design, and landside traffic design. Pedro has experience at New Smyrna Beach Municipal Airport working on the Taxiway A Reconstruction project.



MICHAEL KOTLOW | AIRPORT PLANNER

Michael Kotlow is responsible for the production of aviation planning projects including master plans, airport layout plans, benefit-cost analyses, runway length analyses, noise studies, and various specialty studies. He has worked within the aviation planning field since 2005, and has completed numerous projects for airports of all sizes throughout the U.S. Michael also holds extensive knowledge in the aviation planning field. Michael has experience at New Smyrna Beach Municipal Airport as a Senior Planner on the Master Plan Update.



SHANE SWINGLE | CONSTRUCTION INSPECTOR

Shane Swingle has over 23 years of experience in construction engineering and inspection (CEI) of asphalt, concrete paving, earthwork, lighting and signage, drainage, and maintenance of traffic (MOT). He has been responsible for CEI senior inspector duties related to extensive roadway widening with major utility and drainage modifications as well as large airfield rehabilitation projects.



DANIEL CRUZ, PE | CONSTRUCTION INSPECTOR

Daniel Cruz, PE is a Resident Engineer with extensive experience in management, inspection, and quality control of construction projects. His areas of expertise include promoting safety; ensuring contract documents are properly executed; Owner / Client, contractor, subconsultant, and stakeholder coordination; preparation of daily reports, weekly status reports, meeting minutes, change orders, certification logs, and submittal and RFI logs; evaluation and breakdown of certifications for payment; project schedule updates; preparation of cost estimates; and preparation of as-built drawings.



WILLIAM HINKLE, PSM | SURVEYOR

Dewberry

William Hinkle, PSM, has over 44 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, and horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William has worked as the Project Manager on the Airport Substations TA2 project for the City of New Smyrna Beach.



JULIE SULLIVAN | ENVIRONMENTAL & NOISE

Julie has over 24 years of experience as a regulatory specialist and a Federal Aviation Administration (FAA) Qualified Airport Wildlife Biologist. She has provided the full range of environmental services from planning through design, construction, and post-construction compliance for numerous airport projects. Julie is experienced in providing comprehensive National Environmental Policy Act (NEPA), wetland, listed species, mitigation, wildlife, and environmental permitting services. A former regulator, her relationships with state agencies, U.S. Army Corps of Engineers (USACE), and numerous other regulatory agency staff allow her to facilitate expedited project review and approvals for her airport clients.



MICHAEL ARNOLD, LEED AP | ENVIRONMENTAL & NOISE

Mike Arnold has more than 34 years of aviation planning, noise, and environmental project experience at more than 130 domestic and international airports. He has prepared numerous forecasts, facility requirements and alternatives analyses, project definition/ justification studies, and has participated in airport/aircraft compatibility analyses for more than 60 airports. Mike has managed and supported more than 50 airport noise and land use compatibility-related studies and has participated in and led several controversial environmental studies for a wide range of projects including new runways, new terminal configurations, and major airfield reconfigurations. His extensive noise experience involves virtually every possible type of noise and operational related issue at many of the busiest and most complex GA and commercial passenger airports in the world.



JAMES L. MOORE, AIA, NCARB | ARCHITECT

With over 22 years of professional experience in the architectural industry, James Moore has extensive knowledge in federal/governmental, aviation, commercial buildings, worship facilities, retail developments, entertainment venues, K-12, and higher education sectors. James' technical expertise includes establishing project design and production schedules, coordinating the construction documents with the consultants, providing comprehensive quality control, and ensuring compliance of the design with all applicable code agency requirements; all while maintaining project management and client relationships



IVAN MARCANO, PE | GEOTECH

Ivan Marcano has over 35 years of geotechnical engineering and construction project management experience and has practiced in North America, South America, and the Caribbean. Ivan's geotechnical experience includes deep and shallow foundation evaluations and recommendations including driven and cast in-place concrete piles, ground improvement (i.e. vibro-replacement, preloading/surcharging) to minimize settlement, and/or increase allowable bearing pressures, and embankment and pond slope stability analyses.

Subconsultant Team

Cal-Tech Testing, Inc. - Geotechnical & Construction Materials Testing

Cal-Tech Testing, Inc. was established in 1980 as an engineering and construction materials testing firm. Over the last several years, the firm has grown in size and expertise with additional engineering and field services to meet the highly specialized needs of the construction, engineering, and environmental marketplace.

Cal-Tech maintains fully operational drill rigs for the performance of Standard Penetration Test Borings, Auger Borings, Rock Coring, and Monitoring Well Installation, Dynamic Cone Penetrometer, and Static Cone Penetrometer and Foundation Evaluation. Other tests include Field Permeabilities and Double-Ring Infiltrometer. With a reliable team of experienced professionals and state-of-the-art equipment, they offer a wide range of services tailored to meet your unique requirements. They are committed to delivering high-quality results that ensure the success and safety.

AVCON and Cal-Tech have successfully been working together since 2006 and have completed over 70 projects, including two recent projects at EVB - Admin Building and Taxiway B Rehabilitation

Dewberry - Surveyor

Dewberry is a firm that provides cost-effective surveying and mapping, construction staking, as-builts, utility designation, and SUE for utilities, municipal, roadway, and civil development projects. The firm is well-equipped with state-of-the-art equipment to handle on-call assignments and provide immediate response time. It currently holds survey contracts for a variety of public and private clients, including the City of New Smyrna Beach, Florida Power and Light, Tampa Bay Water, the Florida Department of Transportation (FDOT) Districts One, Two, and Five, Orange, and Volusia County, the Cities of Deltona and Orange City, and the Central Florida Expressway Authority. These assignments include all of the required tasks outlined in the RFQ, with a diverse mix of assignments. Dewberry possesses deep support in personnel, equipment, and computer processing resources to handle all survey and mapping tasks.

Dewberry has collaborated with AVCON on several projects.

- New Smyrna Beach Mun. Airport (Sub to AVCON)
- Airport Terminal/Hangar (Sub to AVCON)
- Calhoun County Airport AsBuilt(Sub to AVCON)
- Calhoun County Airport Topography (Sub to AVCON)
- Upgrade Airfield Lighting (Sub to AVCON)
- Airfield Drainage Improvements (Sub to AVCON)
- North Taxiway A Extension (Sub to AVCON)
- Baker Landfill (Sub to AVCON)
- Wright Landfill (Sub to AVCON)
- Niceville Landfill (Sub to AVCON)
- Franklin County Airport Fence (Sub to AVCON)
- Five-Year Technical Reports (Sub to AVCON)
- Franklin County Airport (Sub to AVCON)
- Niceville Landfill RAP (Sub to AVCON)
- Airport Terminal/Hangar (Sub to AVCON)
- Aplachicola Airport (Sub to AVCON)
- Baker Landfill (Sub to AVCON)
- Niceville Landfill (Sub to AVCON)
- Wright Landfill (Sub to AVCON)
- Airport Master Plan Update (Sub to AVCON)
- Restore Expeditionary Road (Sub to AVCON)
- Fuel Farm Replacement (Sub to AVCON)

Subconsultant Team

Environmental Science Associates (ESA) - Environmental and Noise

Environmental Science Associates (ESA) is a full-service environmental consulting and planning firm with more than 50 years of experience in all aspects of project planning, environmental assessment, natural resource management, and regulatory compliance. Founded in 1969, shortly before the enactment of the National Environmental Policy Act (NEPA), ESA is an employee-owned, science-based firm with core values that promote sustainability and environmental management.

ESA's full suite of planning and environmental capabilities encompasses project planning through design and permitting to construction and post-construction compliance. ESA has facilitated environmental approvals for some of the most challenging project impacts and has successfully partnered with AVCON on projects ranging from the Orlando Sanford International Airport (SFB) Runway 9L / 27R Runway Extension Environmental Assessment to the Chenault International Airport (CWF) Noise Analysis and the on-call contracts at Sebring Regional Airport (SEF), Okaloosa County Airports and Kissimmee Gateway (ISM).

ESA and AVCON have completed more than 30 projects over 25+ years, some of which include:

- Aircraft Noise Modeling for numerous airports
- CatEx for Rehab of Runway 18-36 at St. Pete-Clearwater International Airport
- Daytona Beach International Airport GEC Services
- DeFuniak Springs Airport Access Road Realignment
- DeFuniak Springs Airport Gopher Tortoise Relocation
- Kissimmee Gateway Airport Wildlife Hazard Assessment
- Naples Airport Environmental Strategy
- Okaloosa County Airports Multi-Year Contract
- Sebring Airport Authority GEC Services
- Sebring Regional Airport Wildlife Hazard Assessment
- St. Augustine Airport Wildlife Hazard Assessment
- St. Pete-Clearwater International Airport Flight Procedure Review
- St. Pete-Clearwater International Airport Wildlife Hazard Management Plan
- Tallahassee International Airport FAR Part 150 Study
- Tampa Executive Airport Runway 5-23 Rehabilitation
- Titusville-Cocoa Airport Authority Master Planning Services

KMA Design Group - Architecture

KMA Design Group is a Service-Based architectural design, planning and interior practice that has operated since May 2008. Located in Winter Park, they have proudly served Central Florida for the last 16 years. KMA Design Group shares a common "hands-on" work ethic, which puts great emphasis on building relationships through exceptional client service.

KMA's marketing philosophy is laser-focused and simple: Quality is better than Quantity and identifying clients that they know to be ethical, and fair is critical. The firm shares a common "hands-on" work ethic, which puts great emphasis on building relationships through exceptional client service. Their philosophies for project approach, professional goals, and client relationships align perfectly with the clients they serve. KMA provides the quality and service other firms promise yet, far too often, fail to deliver… Experienced, Principal Level Involvement at all project phases and a Dedicated Client Focused Approach. It is this philosophy that has allowed them to build a healthy, sustainable, and financially successful architectural design practice.

Within the last five (5) years, they have completed over 165 projects for 15 different "Owner's Groups". Of those different Owner Groups, they have had the privilege of servicing six (6) Aviation Clients including New Smyrna Beach Municipal Airport, the City of Umatilla, the Greater Orlando Aviation Authority (GOAA), Flagler Executive Airport, Leesburg International Airport, and Martin County Airport.

KMA and AVCON have been working together since 2022 and are currently working on the EVB ATCT Rehabilitation project.

Experience with FAA and FDOT



For more than a quarter century, AVCON and its key staff members have developed a proven track record of working with the Federal Aviation Administration staff at the Orlando Airports District Office as well as the Regional Office in Atlanta. The firm's open and continuous dialogue with these agencies has allowed AVCON to build hundreds of millions of dollars in airport and airfield infrastructure using the best practices available, including both FAA standards and FAA-approved Modifications to Standards (MOS) where project enhancement was possible with only nominal or no increase in cost. This dialogue has included all levels of the FAA organization from grants and planning, to the various ADO program managers to various levels in the Regional and HQ offices.

AVCON has designed virtually all airside projects using FAA design standards, from grading and typical sections to pavement strengths, geometrics and separation standards, to FAR PART 77 requirements and regulations, and lighting. As active participating members of the Airport Consultants Council (ACC) and Illuminating Engineering Societies, Airfield Lighting Committee, AVCON is regularly called upon to review and comment on DRAFT Advisory Circulars before implementation of new design criteria and standards as they are formalized and published.

AVCON is also experienced and capable in the development of project bid documents utilizing a system of Alternate Bid Schedules to enable incremental construction to increase or decrease construction costs within a single project bid phase, depending on the overall bid pricing and related market conditions. This process serves to maximize grant funding and eligibility in advance of known funding commitments. The Engineer and the Owner must maintain flexibility to advance the projects, in whatever increment can be accommodated, to maximize the availability of airport funding.

Experience in Obtaining and Administering FAA and FDOT Grants

AVCON and its project management staff have years of experience and a thorough understanding of airport projects and the need for positioning them to capture maximum funding from grant-making agencies. Ideally, the process is initiated during the development of the CIP during the master plan process. During this process, each project is fully vetted and a source of funding (FAA, DOT, SIS funding, Airport Bonds, O&M Funding, and other funding sources) is identified.

Some examples of AVCON's Grant Funding Experience include:

- FAA AIP
- Property Acquisitions
- Economic Development Grants
- USDA Rural Development Grants
- Noise Funding
- FDOT Grants
- REA Grants for Rural Utility Expansions
- EDA and EDC Grants

AVCON has achieved an excellent record of maintaining a competitive advantage for its clients in seeking both State and Federal Assistance. To do this, AVCON works with the Airport Manager or his/her designee to constantly maintain a proactive outlook for project opportunities, year-end funding, multi-modal opportunities, other non-standard funding, and project advancement options. AVCON commits to continually and proactively support these efforts on all elements of a project as may be requested by the City.

These granting agencies include the FAA AIP Program and FAA Airport Noise Program, as well as FDOT Aviation Grants, FDOT SIS Grants, Florida Economic Development Grants, and other programs that have been used or may apply to EVB projects. AVCON has also supported numerous capital programs using local funding, bond funding, and other funding sources.

Experience With FAA and FDOT Grants

The availability of grant funding is always a challenge for airports. The myriad of requirements that must be met for project funding eligibility can be confusing and, in some cases, difficult to meet. AVCON has established a strong reputation for working closely with its clients and agencies in navigating through the various prerequisites needed to be able to obtain both federal and state grant funding. The table below highlights some recent projects AVCON has obtained funding on:

Project Name / Location	Entity Involved	Services Provided	Amount of Grant
Apron Expansion and Beacon Rehabilitation (X23)	FAA/FDOT	Approximately 4,500 SY of aircraft parking apron expansion and a connector to the parallel taxiway. Additionally, replace the existing airport rotating beacon, rehabilitate the existing pole, and replace the power and control services.	$240,000
Taxiway A Rehabilitation (EVB)	FAA/FDOT	Rehabilitation of approximately 2500 LF of 50 ft wide taxiway pavement, and rehabilitation of the associated MIRL and airfield signage.	$3,325,000
West Apron Rehabilitation (DED)	FAA/FDOT	Rehabilitation of approximately 46,000 SY of asphalt aircraft	$2,515,000
Hangar Design and Construction (DED)	FDOT	Design and construction of 3 t-hangar buildings (20 units total). Project includes restroom facilities and concrete aprons.	$4,090,000

Commitment to Use the Same Personnel

AVCON is committed to the City and to maintaining the same personnel throughout the duration of the projects performed under this contract.

All members of the AVCON Team are prepared to bring forth the full resources necessary to provide for timely, responsible, and cost-effective planning and design solutions to meet the engineering and planning consulting needs of the New Smyrna Beach Municipal Airport. All members of the team have worked together on previous assignments at Florida Airports, and are experienced in task order services with highly successful results.

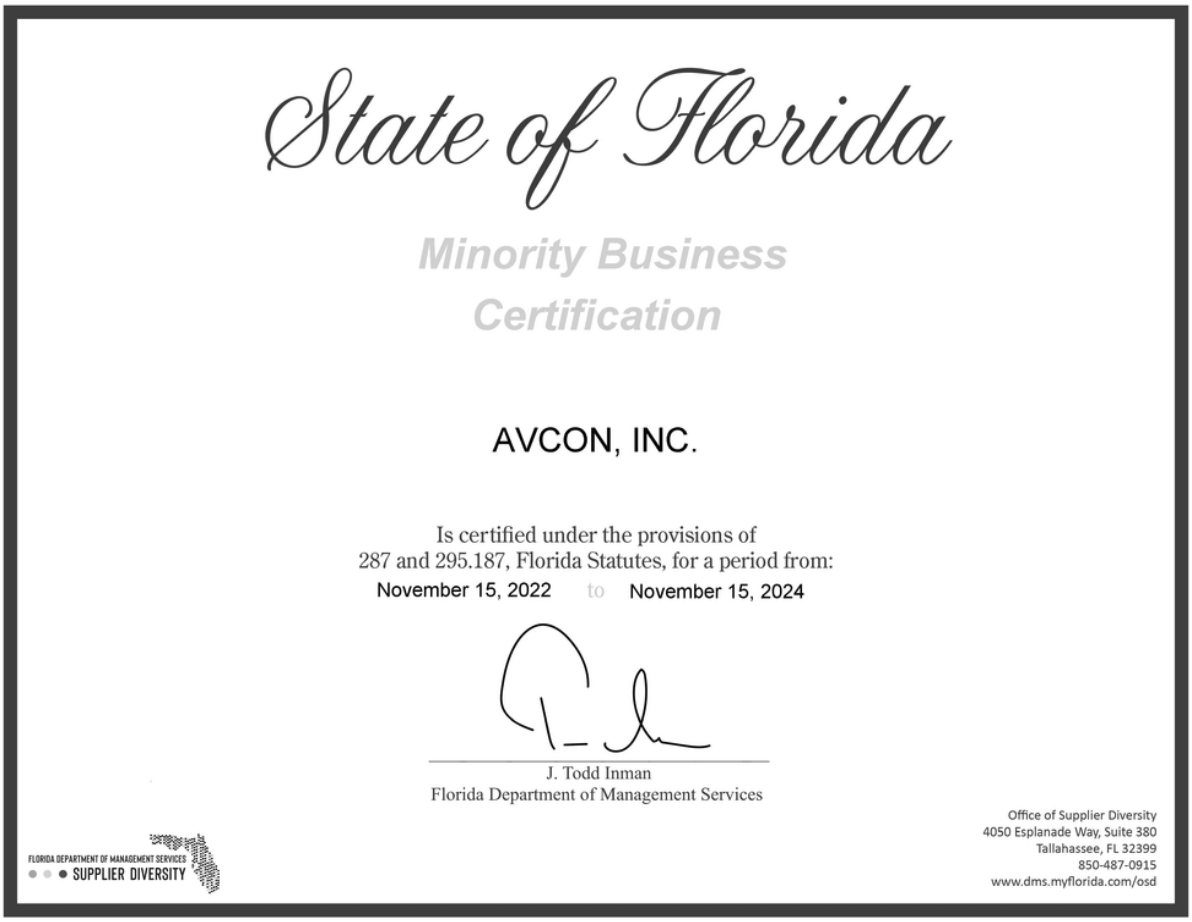
AVCON has adequate time available and personnel to complete services on schedule and within budget. In addition, with a staff of over 120 personnel, AVCON has additional backup staffing capability in the event of unforeseen circumstances. AVCON guarantees that the firm's staff and the team's proposed key personnel will meet and exceed project staffing needs.

AVCON Team Commitment

- Previous experience working together on past assignments with successful results—eliminating any learning curves and costly delays;
- Project Manager commitment;
- Ability to proactively work with EVB to anticipate and respond promptly to their needs;
- Full access to technical staff and resources to meet all the needs of the project; and
- Efficient and cost-effective implementation of project design and production of construction documents.

Minority Business Enterprise Certification

AVCON is a Certified Minority Business Owner (MBE) with the State of Florida Office of Supplier Diversity. AVCON is also certified at the National level through the National Minority Supplier Development Council.



State of Florida

Minority Business Certification

AVCON, INC.

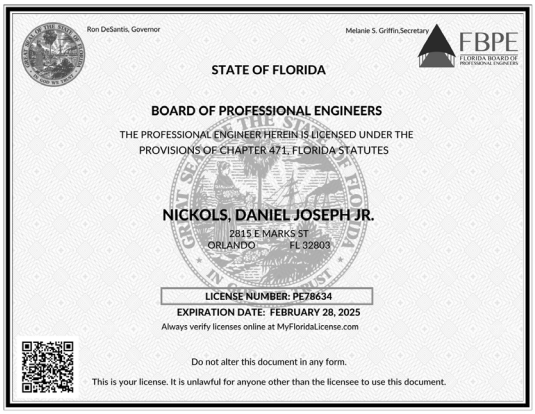
Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
November 15, 2022 to November 15, 2024

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Licenses / Certifications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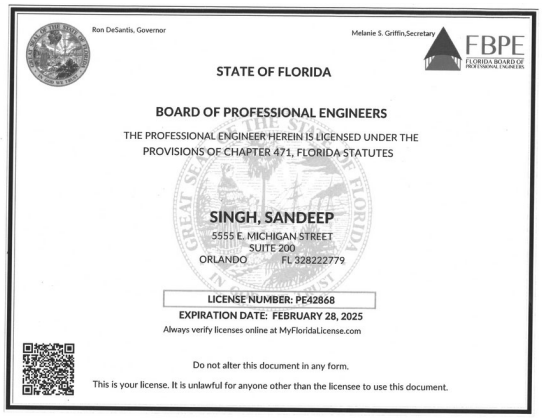
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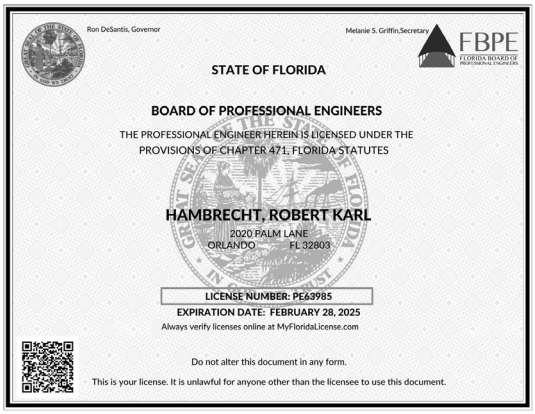
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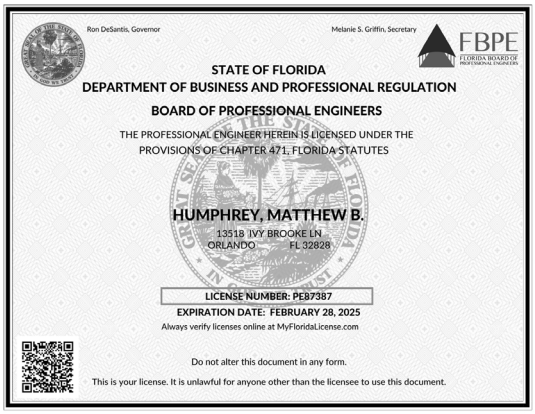
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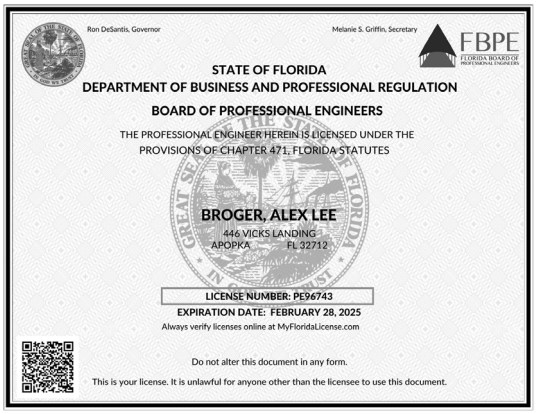
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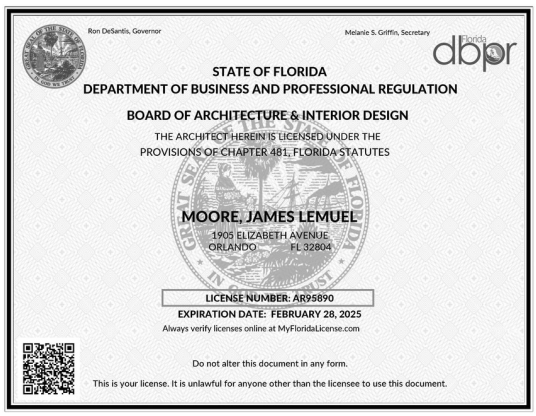
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TAB 4
EXPERIENCE



AVCON

PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES, NEW SMYRNA BEACH MUNICIPAL AIRPORT, FL





Completed On-Schedule & In-Budget

Contact Name: Arvin Weese, Airport Manager, New Smyrna Beach Municipal Airport
Address: 602 Skyline Drive New Smyrna Beach, FL, 32168
Phone: (386) 410-2681
Email: aweese@cityofnsb.com

AVCON has served as a Prime Consultant to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport since 2019 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Runway 7/25 RSA Study (2019): AVCON reviewed the options proposed by the Master Plan for Runway 7/25, determined if any other alternatives were available, and what the viability of those alternatives would be. Tasks included reviewing current documents previously developed such as the Master Plan and FDOT Inspection Report; reviewing existing and currently proposed declared distances; researching the published take-off and landing distances of the aircraft of tenants currently using the Runway; researching typical aviation insurance policies; researching the leases of the tenants located at the ends of and along either side of Runway 7/25; researching the nature of the wetlands located to the west of Sunset Drive; developing up to Six Alternatives; and providing Order of Magnitude cost estimates for each proposed alternative. *Professional Services - $16,000*

Hangar F Rehabilitation (Ongoing): Services include a site visit to gather information regarding deficiencies, preparation of structural repair documents and cost estimate, bid phase support, and construction administration including structural shop drawing review, responding to RFIs, and site visits to observe construction progress. *Construction Cost - $581,300*

ATCT Rehabilitation Construction Administration (Ongoing): Services include in-field site visits to examine construction progress; associated field reports are provided for each visit; systems installation, bidding, and commissioning. *Construction Cost – Original Amount: $347,246.40, Current Amount: $374,331.95 (Change order for unforeseen conditions)*

Taxiway B Reconstruction and Runway 7-25 Pavement Removal (2023-Ongoing): This project consists of the design and bidding of the Taxiway B Reconstruction and Runway 7-25 pavement removal project, which generally includes the removal of pavement from both the Runway 7 and 25 ends to correct runway obstacle free zone (ROFZ) violations, realignment of Taxiway B connectors at both runway ends, reconstruction and geometry corrections of Taxiway B east of Runway 11-29, and rehabilitation and geometry corrections of Taxiway B west of Runway 11-29. Also included in this project is the removal of portions of existing abandoned airfield pavements, modifications and upgrades to existing airfield lighting and signage, new pavement markings, associated grading and drainage improvements for Taxiway A, and stormwater permitting through SJRWMD.
Construction Cost – Preliminary Estimate: $4,549,000

AIRPORT GENERAL CONSULTANT OF RECORD SERVICES, KISSIMMEE GATEWAY AIRPORT, FL

AVCON has served as a Prime Consultant to the City of Kissimmee and the Kissimmee Gateway Airport since 2008. Samples of projects completed under this continuing contract have included:

Completed On-Schedule & In-Budget

Contact Name: Shaun Germolus, AAE, Director of Aviation
Address: 401 Dyer Boulevard, Kissimmee, FL 34741
Phone: (407) 847-4600
Email: shaun.germolus@kissimmee.gov

New Electrical Vault (2014-2015 Design, 2018-2022 Construction): AVCON was responsible for the design of the building's electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy-efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems. *Construction Cost - Original: $2,972,000, Final: $3,269,109 (Change orders for time and additional services)*



Taxiway E Extension (24 End) (2016-2023): This project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium-intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included the removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities that obstructed the proposed alignment and construction of the Taxiway Echo improvements. *Construction Cost - Original: $5,335,040, Final: $5,335,040*

Secondary Weather Sensor ATCT MEL - AWOS – Design/Build (2020-2023): This project comprises the preparation of a design/build performance criteria package. Services include locating the Auxiliary Weather Sensor on the Airport and updating the ALP; formulating performance specifications for the AWOS components; preparing plans, details, contract documents, and specifications project manual for bidding to contractors; submitting FAA 7460-1 and Site Location plans for permission from FAA to build the AWOS; and complete bid phase services. *Construction Cost - Original: $311,000, Final: $311,000*

Master Plan and ALP Update (2021- 2024): The last Master Plan update for this reliever airport to Orlando International Airport was completed in 2004, and many changes have occurred in the airport since then. This Master Plan Update will document the changes that have occurred in the last 17 years, including full-length parallel taxiways on both runways, a new airport administration building, the re-alignment and widening of Hoagland Boulevard to the west, and the new Martin Luther King Boulevard and round-about to the north. Most importantly, this Master Plan Update will provide planning for an airport welcoming a Cirrus Aircraft sales and service center and several related clients to the airport. The golf course that previously occupied the southern quadrant of the airport has now closed. This master plan will provide planning to include the resulting parcel into aviation-related and industrial park facilities that can serve the airport and the City of Kissimmee well into the future. *Professional Services - $464,204.00*

GENERAL CONSULTING SERVICES, SPACE COAST REGIONAL AIRPORT, MERRITT ISLAND AIRPORT, AND ARTHUR DUNN AIRPARK, FL

AVCON has been providing general consulting services to the Titusville Airport Authority and its airports since 2018. Projects completed under this general consulting services contract have included:

Runway 18-36 Rehabilitation (TIX) (2023-Ongoing): The objectives of this project are to extend the useful life of the runway pavement and enhance the safety of air operations at TIX. The blast pads are being rehabilitated and airfield lighting adjustments are anticipated with the pavement rehabilitation. New regulatory markings will be provided for all new pavement surfaces and the runway will be grooved upon completion of the project. The project also includes the rehabilitation of the portion of Runway 9-27 at the intersection of Runway 18-36. The Runway 9-27 mainline pavement and paved shoulders will also be addressed along with the airfield lighting and signage at the intersection. The project requires extensive coordination with the Airport Authority staff and Airport Stakeholders as the design of this project progresses. *Engineer's Estimate - $15,288,850*

Completed On-Schedule & In-Budget

Contact Name: Kevin Daugherty, AAE, Director of Airports
Address: 51 Bristow Way, Titusville, FL 32780
Phone: (321) 267-8780 x203
Email: kdaugherty@flyspacecoast.org



Space Coast Regional Airport (TIX)

PAPI Replacement (X21) (2019-2022): The main component of the project comprised the construction of new PAPI-2 units and electrical infrastructure on both ends of Runway 15-33. The existing PAPI-2 units were demolished. This project also included Obstacle Clearance Surface (OCS) and Light Signal Clearance Surface (LSCS) survey and penetration analysis. An FAA flight check was required at the completion of the installation. Additional work included improvements to the existing electrical vault to accommodate the new PAPI-2 units and earthwork and grading around the existing and proposed PAPI-2 locations. The vault roof was also replaced in this project. *Original: $241,400, Final: $234,890*



Merrit Island Airport (COI)

Fuel Farm Relocation (TIX) (2022-Ongoing): This project includes the development of a Design Criteria package to enable the bidding and construction of an Airport Fuel Farm Facility. The fuel farm consists of one Jet A Tank and one Avgas Tank and the scope of work includes assisting the airport with locating the facility and sizing the tanks. In addition, a Spill Prevention Control and Counter Measures (SPCC) Plan with Mandatory Training is being completed. *Engineer's Estimate - $1,543,945*

Air Traffic Control Tower (TIX) (2022-Ongoing): This project comprises a new Air Traffic Control Tower (ATCT) and associated sitework including extending airfield lighting control and associated utilities to the new ATCT; addressing vehicular access, parking, security fencing, and drainage; minor modifications to the airfield lighting vault; and design of utilities such as water, sewer, electric, fire protection, and communications. *Engineer's Estimate - $11,259,500*



Arthur Dunn Airport (X21)

PROFESSIONAL ENGINEERING SERVICES, DELAND MUNICIPAL AIRPORT, FL

AVCON has served as a Prime Consultant to the City of DeLand and the DeLand Municipal Airport since 2019 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Completed On-Schedule & In-Budget

Contact Name: John Eiff, Airport Manager
Address: 1000 Flight Line Boulevard, DeLand, FL 32724
Phone: (386) 626-7243
Email: eiffj@deland.org

West Apron Rehabilitation (2020-Ongoing): The project consists of rehabilitating most of the existing West Apron area (approximately 46,000 SY in size) that was originally constructed as Runway 18-36 in 1942 for the US Navy. This runway was decommissioned after World War II, and the pavement was converted for use as an apron and taxilanes for general aviation aircraft. The rehabilitation includes removing the entire old asphalt surface course (via milling), milling approximately 2" of the existing lime rock base and then scarifying fine grading, and recompacting the remaining lime rock base to enhance drainage and accommodate the minimum bituminous pavement section layers and thickness required by the FAA for aircraft weighing less than 60,000 lbs. New aircraft parking areas with tie-down anchors are also being provided, and new apron taxiways are being delineated with pavement markings to define the taxiway edge. *Engineer's Estimate - $3,172,260*

Wildlife Hazard Management Plan (WHMP) (2021-2022): The WHMP was initiated to alleviate potential risks of wildlife strikes within and adjacent to the Air Operations Area (AOA) at DED. This WHMP follows the protocols outlined in 14 CFR Part 139.337 and Advisory Circular (AC) 150/5200-38. The WHMP incorporates DED's Wildlife Hazard Assessment (WHA) (2016) recommendations; a list of DED staff responsible for implementing the WHMP; a prioritized list of activities and projects; applicable local, state, and federal regulations; DED resources available for wildlife hazard abatement; procedure for annual review of the WHMP; and requirements for annual WHMP training. In addition, the WHMP addresses the management of species not originally observed during the WHA. *Professional Services - $40,292.00*



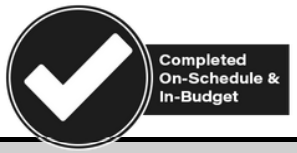


Hangars (2020-Ongoing): The project consisted of design, bidding, and construction phase services for 3 Box Hangar buildings and one T-Hangar building. AVCON optimized the available space to fit the largest T-hangar building based on the City's decision to build "stacked" or "nested" T-hangars. The project also comprised all necessary drainage and utility connections to serve each new hangar building, including connector access drives to each hangar unit; hangar area lighting; utilities (water, sewer connections); coordination with Duke Energy on electrical service for the entire site; security fence and gate(s); Box Hangar Buildings comprising Pre-engineered Metal Buildings (PEMB), one restroom for each building, electrical power service, hydraulic cantilever door system, overhead lighting / electrical outlets.
Original: $2,620,022, Current: $3,846,309 (Project is ongoing, Airport included an additional T-hangar by change order after original contract award.)

CONSULTING ENGINEERING SERVICES, OKEECHOBEE COUNTY AIRPORT, FL

AVCON has served as a Prime Consultant to Okeechobee County and the Okeechobee County Airport since 2005 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Parking Lot Expansion and Access Road (2022-Ongoing): This project involved the replacement and reconfiguration of the existing parking lot and hangar access road associated with the General Aviation terminal building. The parking was reconfigured and expanded to accommodate 98 parking spaces. Stormwater drainage facilities were modified to accommodate the additional pavement area. AOA fencing was also modified to accommodate the expanded parking lot. The existing road connecting the terminal parking lot to the end of Taxiway A provides access to the aviation use parcels along Taxiway A. This existing road was roughly 12-15' wide, in poor shape, with areas of deteriorating asphalt pavement or gravel. The design brought this road up to minimum design standards for a two-lane rural section. *Engineer's Estimate - $2,354,000.00*



Contact Name: Deborah Manzo, County Administrator, Okeechobee County
Address: 2800 NW 20th Trail Okeechobee, FL 34972
Phone: (863) 467-5505
Fax: (863) 634-1474
Email: dmanzo@okeechobeecountyfl.gov

Stormwater Master Plan (2023-Ongoing): Tasks include evaluation of wetland/water bodies, determining normal stages for outfalls, calculating existing pervious/impervious areas by quadrant, calculating water quality volumes for proposed projects, evaluating restricted areas for wet ponds, calculating flood plain fill volumes for individual projects, and performing preliminary design for regional ponds. *Professional Services - $169,700.00*

Obstruction Surveys and Clearing (2018-2020): This project involved survey, identification, and removal of obstructions to the approach surface for all runway ends for the airport, primarily tree clearing and fence relocation. *Construction Cost - Original: $118,669, Final: $140,910*

Master Plan Update (2017-2021): This AMPU was prepared to provide long-range airport improvement strategies to respond to the projected future demand for aviation and aviation-related services at the airport. The study considered future Airport improvements for the 20 years of 2017 to 2036. The Master Plan process identified the existing facilities, their conditions, and current and future aviation activity demands. Facility requirements were also developed to meet the aviation activity demands. *Professional Services - $266,483.00*



Runway 5-23 Rehabilitation (2020-2022): The purpose of this rehabilitation was to extend the useful life of the runway and taxiway pavement and to enhance the safety of operations at OBE. The project comprised three main tasks: 1) Pavement Rehabilitation of Runway 5-23 and Taxiway D, including minimum 50' tie-ins at crossing runways/taxiways for grade compliance and Non-Precision Instrument Marking; 2) New LED MIRL System; and 3) New LED PAPI system for Runways 5 and 23. *Construction Cost – Original: $3,574,584.50, Final: $3,572,334.45*



Litigation Statement: AVCON is currently a named litigant in a lawsuit brought by the Piedmont Triad Airport Authority. Details on this case are provided below:

- Date Claim Made: 4/30/2021
- Claim/Suit/Incident Name: Michael Baker et al vs. Piedmont Triad Airport Authority
- Date of Alleged Error: 4/24/2018
- Name & Location of Project: Piedmont Triad International Airport
- Claimant(s)/Plaintiff(s): Piedmont Triad Airport Authority
- Additional Defendant(s): Michael Baker Engineering, Inc., Michael Baker International, Inc., AVCON Engineers & Planners, Inc., APAC-Atlantic, Inc. and Liberty Mutual Insurance Company
- Nature of Claim & Allegations: Inadequate or insufficient construction admin services. Since completion of the construction project, Piedmont Triad has observed defects in the asphalt paving consisting of cracks throughout multiple areas of the surface, and has alleged insufficient engineering services by AVCON.

AVCON's role was limited to construction phase services, including resident project observation and material acceptance testing. AVCON was responsible for enforcing the design documents provided by Michael Baker Engineering, Inc. AVCON has contested its involvement based on its contracted role in enforcing project specifications provided in the Michael Baker Engineering, Inc. design documents. Claim is based in part in defining AVCON as Engineer on the project. AVCON is defending its position v. PTAA in that AVCON's role was solely to enforce the Baker documents by performing site observations and testing as prescribed in the documents. AVCON has refuted that it served in any way as "Engineer" and was not responsible for the design. AVCON further disputes that it directed any changes to the documents which may have led to the cracked (base and) asphalt as alleged by the PTAA claim.

Failure to Perform: AVCON has always met its obligations under all past contracts. AVCON has not failed to complete any work over the past five (5) years or since the formation of the company 36 years ago.

TAB 5

CLIENT REFERENCES



AVCON

City of Leesburg / Leesburg International Airport

Reference	Address	Phone	Email
Tracey Dean, Airport Manager	501 West Meadow Street, Leesburg, FL 34748	(352) 728-9786 ext.1130	tracey.dean@leesburgflorida.gov

City of Umatilla / Umatilla Municipal Airport

Reference	Address	Phone	Email
Scott Blankenship, City Manager	480 E Cassady Street, Umatilla, FL 32784	(352) 669-3125	sblankenship@umatillafl.org

City of Kissimmee / Kissimmee Gateway Airport

Reference	Address	Phone	Email
Shaun Germolus, AAE, Director of Aviation	401 Dyer Boulevard, Kissimmee, FL 34741	(407) 847-4600	shaun.germolus@kissimmee.gov

Titusville-Cocoa Airport Authority

Reference	Address	Phone	Email
Kevin Daugherty, AAE, Director of Airports	51 Bristow Way, Titusville, FL 32780	(321) 267-8780 x203	kdaugherty@flyspacecoast.org

City of DeLand / DeLand Municipal Airport

Reference	Address	Phone	Email
John Eiff, Airport Manager	1000 Flight Line Boulevard, DeLand, FL 32724	(386) 626-7243	eiffj@deland.org

TAB 6

FINANCIAL STABILITY / LITIGATION



AVCON

Financial Statement: AVCON is a financially strong firm and has the necessary resources, human and financial, to provide the services at the level required by The City of New Smyrna Beach and the New Smyrna Beach Municipal Airport.

AVCON, INC. is a closely held Subchapter S Corporation in the State of Florida. The firm's financial status may be discussed directly with AVCON's banker and accountant to confirm its current financial condition. These individuals are:

Meyada Soufan
Truist Investment Services, Inc.
400 South Park Avenue, Suite 200
Winter Park, Florida 32789
407.621-6248

Joe Mitchell, CPA
Schafer, Mitchell & Sheridan, P.A.
541 South Orlando Avenue
Orlando, Florida 32801
407.839.3330

Meyada Soufan, Senior Vice President / Truist Wealth, is aware of the firm's progress, capabilities, and financial strength. Joe Mitchell has been AVCON's accountant and has prepared the firm's tax returns and financial statements for over 20 years. AVCON has sufficient financial capability with an excellent credit reputation, an available, but not utilized $200,000 line of credit and the financial backing of the Owners. The company has operated essentially "debt-free" (with no long-term debt) for over 35 years.

Failure to Complete Work: AVCON has always met its obligations under all past contracts. AVCON has not failed to complete any work over the past five (5) years or since the formation of the company 36 years ago.

Dunn & Bradstreet Number: 60-672-0266

Litigation: AVCON is currently a named litigant in a lawsuit brought by the Piedmont Triad Airport Authority. Details on this case are provided below:

- Date Claim Made: 4/30/2021
- Claim/Suit/Incident Name: Michael Baker et al vs. Piedmont Triad Airport Authority
- Date of Alleged Error: 4/24/2018
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- Claimant(s)/Plaintiff(s): Piedmont Triad Airport Authority
- Additional Defendant(s): Michael Baker Engineering, Inc., Michael Baker International, Inc., AVCON Engineers & Planners, Inc., APAC-Atlantic, Inc. and Liberty Mutual Insurance Company
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TAB 7

ACCEPTANCE OF CONDITION



AVCON

AVCON has no exceptions to the general terms and conditions of the RFQ. There are no exceptions to the insurance or any other requirements listed in the RFQ.

TAB 8

CITY REQUIRED FORMS



AVCON

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach, FL

Before me, the undersigned authority, personally appeared Sandeep Singh, PE

who was duly sworn, deposes, and states:

1. I am the President of AVCON, INC. 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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.**
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.

Sandeep Singh, PE	President
Typed Name	Title
Sandeep Singh	March 25, 2024
Signed	Dated

Sworn to and subscribed before me this 25th day of March 2024.

Personally known ✓ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Orange

James Akiss
Printed, typed, or stamped commissioned name of notary public

My commission expires: 3/1/2027

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Sandeep Singh, PE, being first duly sworn, deposes and says that:

He/she is President of AVCON, 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.

Sandeep Singh
Signed

President
Title

Subscribed and sworn to before me this 25th day of March, 2024

James Atkinson
Secretary
Title

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

My Commission Expires: 3/1/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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 Sandeep Singh, PE
(Print Individual's Name and Title)
for AVCON, INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is 5555 E Michigan Street, Suite 200, Orlando, FL 32822

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2890463

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,

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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.

Sandrupadhyay
(Signature)

Sworn and subscribed before me this 25th day of March, 2024 ~~2022~~.

Personally known X

OR produced identification _____

_____
(Type of Identification)

James A Kriss
(Notary)

Notary Public State of Florida

My commission expires: 3/1/2027

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

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: AVCON, INC.

Consultant E-Verify Registration Number: 402816

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: Sandeep Singh

Print Name: Sandeep Singh, PE

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 25th Day of March, 2024. S/He is personally known to me or has produced _____ As identification.

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

Notary Public

My commission expires: 3/1/2027

VENDOR INFORMATION

BID #:	13-24-AIR
BID TITLE:	Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Respondent Information	
Company Name: AVCON, INC.	Federal Employer Identification Number or SS Number: 59-2890463 DUN Number: 60-6720266
Mailing Address: 5555 E Michigan Street, Suite 200	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Orlando, FL 32822	Incorporated in the State of: Florida
Corporate Address: 5555 E Michigan Street, Suite 200	What kind of business: "For Profit" or "Not for Profit" **For Profit** Is Firm in good standing: (Yes) or No
City, State, Zip Code: Orlando, FL 32822	Authorized to transact business in Florida (Yes) or No
Telephone No.: 407-599-1122	State of Florida Department of State Certificate of Authority Document No: K22990
Email Address: ssingh@avconinc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Sandeep Singh, PE	Vice President: Rick Baldocchi, PE
Secretary: Jim Kriss, PE	Treasurer: Jim Kriss, PE
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

Sandeep Singh, PE
Printed Name

Title: President

Date: March 25, 2024

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:_____ Current Vendor ✓

DATE: March 25, 2024

VENDOR NAME: AVCON, INC.

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Engineering

DEPARTMENT:

PREPARED BY: Sandeep Singh, PE

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
5555 E Michigan St.	5555 E Michigan St.	5555 E Michigan St.
ADDRESS	ADDRESS	ADDRESS
Suite 200	Suite 200	Suite 200
Orlando, FL	Orlando, FL	Orlando, FL
CITY/STATE	CITY/STATE	CITY/STATE
32822	32822	32822
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Sandeep Singh, PE

E-MAIL: ssingh@avconinc.com

OFFICE PHONE: 407-599-1122

FAX: 407-599-1133

MOBILE PHONE: **407-947-1585**

FEDERAL TAX ID#: 59-2890463

DUNS Number: 60-6720266

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AVCON, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5555 E Michigan Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32822

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
5 9 – 2 8 9 0 4 6 3

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 ► *Jan Dupchak* Date ► December 6, 2023

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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.

AVCON, INC. / Sandeep Singh, PE
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President
OFFICER TITLE

March 25, 2024
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.

Sandeep Singh ,President
Authorized Signature and Title

Date: March 25, 2024

Sandeep Singh, PE
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 # 13-24-AIR described as:

_____.

AVCON, INC.	March 25, 2024
Firm	Date
Sandeep Singh, President	Sandeep Singh, PE
Authorized Signature and Title	Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

TAB 9
ADDENDUMS



AVCON

ADDENDUM 1
RFQ 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 14, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

Clarification: 4.1. Scope of Services

Incorrect statement: Projects may require FAA and FDOT grant assistance and assistance in complying with CFR 200 guideline.

Corrected statement: Projects may require FAA and FDOT grant assistance and assistance in complying with 2CFR 200 guidelines.

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): Jack Thompson, Jr., CM, LEED AP Proposer Signature: 

AVCON, INC.
Firm Name (Please Print)

ADDENDUM 2
RFQ 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 19, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

1. **Question:** If a firm is a current vendor of the City and no revisions to the Vendor Summary are required, does a completed Vendor Summary form need to be included in the SOQ submission? Question regarding: Attachment D - Required City Forms - Non-Notarized (page 2)
   Answer: Yes, all required forms need to be completed and submitted with a proposal.

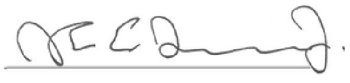
2. **Question:** Is there a DBE participation goal for this contract?
   Answer: The Airport is in the process of updating our DBE Goals for FY24-FY26. That information is not available at this time.

3. **Question:** Does the City anticipate that there will be interviews/presentations for shortlisted firms?
   Answer: No as the requested services are CCNA related. The received submittals are scored based on the criteria in Section VI of the solicitation document. The natural break in the final scores will help determine how many firms will be recommended in an award of contract.

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): Jack Thompson, Jr., CM, LEED AP Proposer Signature: 

AVCON, INC.
Firm Name (Please Print)

5555 EAST MICHIGAN STREET
SUITE 200

407.599.1122

AVCONINC.COM



AVCON

ATTACHMENT A
COMPENSATION SCHEDULE

2024 HOURLY RATES
NEW SMYRNA BEACH MUNICIPAL AIRPORT

Classification	Billable Hourly Rate
Principal	$310.00
QC Reviewer	$290.00
Sr Proj Mgr	$240.00
Sr Engineer	$220.00
Sr Planner	$200.00
Project Manager	$175.00
Project Engineer	$150.00
Engineer	$125.00
Planner	$110.00
CADD Designer	$90.00
Sr Inspector	$145.00
Inspector	$125.00
Contract Administrator	$120.00
Administrative	$80.00

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

https://www.cityofnsb.com/

RFQ 13-24-AIR

PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT

RELEASE DATE: February 27, 2024
DEADLINE FOR QUESTIONS: March 12, 2024
RESPONSE DEADLINE: March 27, 2024, 5:00 pm

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

City of New Smyrna Beach

RFQ 13-24-AIR

Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

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

Attachments:
A - Public Records
B - Draft Agreement
C - Required City Forms - Notarized
D - Required City Forms - Non-Notarized
E - CIP Information
F - Executive Order
G - Federal Contract Provisions

I. Public Notice

13-24-AIR

Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055, the City of New Smyrna Beach, Florida (the “City”) is accepting sealed qualifications from individuals or firms to provide Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.

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, Tuesday, February 27, 2024
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

Pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055, the City of New Smyrna Beach, Florida (the “City”) is accepting sealed qualifications from Professional Engineering and Planning firms to provide Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.

The intent of this Request for Qualifications (RFQ) is to award multiple continuing agreements, establishing a pool of consultants to provide prompt and efficient consulting services to the City

of New Smyrna Airport. The 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(s) will perform any project for the City during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City. The successful proposer(s) will hereinafter be referred to as "Professional Consultant".

It is anticipated that a minimum of three (3) individuals or firms may be selected for a contract period of five (5) years, with the possibility of one (1) optional automatic two (2) year renewal, for a total of seven (7) years. If made, the recommendation of award will be made to the best overall professional consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document.

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

Airport: The New Smyrna Beach Municipal Airport, Jack Bolt Field (identifier: EVB), is located on North U.S.1 in New Smyrna Beach. It is a public use, general aviation (GA) airport owned and operated by the City of New Smyrna Beach. The New Smyrna Beach Municipal Airport is surrounded by residential neighborhoods.
As a destination, New Smyrna Beach is in close proximity to beaches, Kennedy Space Center and Central Florida attractions and events. The New Smyrna Beach Municipal Airport is the perfect alternative for the discerning business and pleasure traveler.

The airport primarily serves corporate aviation and general aviation activity, including a charter service with daily flights to the Bahamas and a state-of-the-art flight school. The New Smyrna Beach currently serves an estimated 180,000 operations a year.

City of New Smyrna Beach: The City serves an area of 41.6 square miles in size and serves a population of approximately 30,962. 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	February 27, 2024
Deadline for Written Questions	March 12, 2024, 5:00pm
Proposal Submission Deadline	March 27, 2024, 5:00pm
Opening of Submittals	March 28, 2024, 9:00am Microsoft Teams Meeting United States, Eastern Standard Time Call in (audio only): 786-636-1338 Phone Conference ID: 651 211 890#
Evaluation Meeting	April 9, 2024, 10:00am Microsoft Teams Meeting United States, Eastern Standard Time Call in (audio only): 786-636-1338 Phone Conference ID: 160 901 447#
Recommendation of award to City Commission	May 14, 2024

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

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.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

Professional Services: Services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice. Florida Statute 287.055.

Projects: The entire construction, installation or work to be performed as set forth in the Contract Documents.

Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result.

Request for Proposals/Qualifications: A written request for proposals or qualifications from interested vendors and service providers that may or may not ask for pricing information. Also known as an RFP or RFQ.

Specifications: A clear, complete, and accurate statement of the technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements have been met.

Subcontractor: Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.

Sunbiz: Sunbiz.org is a web site for companies to register to transact business in the State of Florida. It is run by the Florida Department of State, Division of Corporations.

Sunshine Law: A law that requires public disclosure of a government act. Laws that require state and local agencies to conduct their business in the sunshine. In 1992, Florida voters reaffirmed the right to open government by approving an amendment adoption Article 1, [section] 24(6) of the Florida Constitution, which "grant[ed] constitutional status to the public's right of access to all levels of government." Many other states have also adopted similar laws. Public officials have a duty to conduct meetings in the sunshine. They also have a duty to protect the trade secrets of the suppliers with whom they do business.

Surety: Any person, firm or corporation that has executed as Surety.

Vendor: A person or entity that provides goods and/or services, usually for low-cost, low-risk, and short-term engagements.

IV. Description of Services

IV.A Scope of Services

Statement of qualifications are requested from qualified engineering firms, and/or individuals desiring to render engineering, architectural, planning and technical management services, for the development of the New Smyrna Beach Municipal Airport. The awarded Firms(s) shall provide a Project Representative to communicate to the City staff and contractor during the construction phase of all projects.

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 during the life of the basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City.

The number of projects listed below is dependent upon availability of funding and other factors; no assurance is made that all or most of the projects shall be implemented. All projects shall be required to meet current FAA and FDOT standards. Projects may require FAA and FDOT grant assistance and assistance in complying with 2CFR 200 guidelines.

Services include, but not limited to:

Airport Building and Facility Improvements:

- Construct, Rehabilitate, or Remove Airport Buildings, including to T-Hangars, Maintenance Hangars, Executive Hangars, including associated Taxi Lanes, Utilities, and Drainage Systems.
- Improvements to Air Traffic Control Tower (ATCT)

- Improvements to Fuel Farm Facilities
- Construction or Improvements of Access/Service Roads and Vehicular Parking
- Construction or Improvements to Water, Sewer, Stormwater, and other Utilities
- Construction or Improvements to Security Fencing, Access Control, Surveillance Systems, and other Security-Related Facilities or Equipment

Runway, Taxiway, and Apron Improvements:

- Construct, Expand, Widen or Rehabilitate Aprons, Runways and Taxiways
- Runway Approach Improvements and Obstruction Removal
- Remove Excess Pavement
- Design and Construct Vertiport

Airfield Lighting, Signs, and Navigation Aids:

- Install, Modify, or Rehabilitate Runway and Taxiway Edge Lighting Systems and Signs
- Rehabilitate or Replace Precision Approach Path Indicator (PAPI) Systems
- Install, Rehabilitate, or Improve Apron Lighting
- Construct Compass Calibration Pad (CCP)
- Improve or Rehabilitate Airfield Lighting Vault and Standby Generator
- Other Lighting and Navigation Aid Improvements

Miscellaneous and Planning:

- Assistance with Acquisition of Airport Equipment
- Site Plan Design in Accordance with City LDR guidelines
- Airport Maintenance Facilities
- Assistance with Land Acquisition
- Property Surveys, Photogrammetry and Mapping, Airspace Studies, Noise Studies, Drainage Studies, Industrial Park Plan, Environmental Assessments, and Other Related Services if required by the FAA or FDOT
- Wildlife Management or Mitigation as recommended in the Wildlife Assessment
- Master Plan Update
- Review of the Airport Ordinances to verify that the City is in Compliance with the FAA and FDOT Guidelines and Grant Assurances
- Review/Audit of leases to verify compliance with FDOT/ FAA grant assurances
- Site plan design in accordance with City LDR guidelines

Note: For planning purposes, a list of possible Capital Improvement Projects is provided in the Attachment Section of this document. The list is a work in progress and is being provided as a reference, it is subject to change.

IV.B Contract

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 Contract are outlined in the draft contract, which is available as an attachment to this solicitation. There shall be no exceptions to either the scope of services or the terms of the agreement.

If made, the recommendation of award will be made to the best overall Proposer whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The city will not use any other factors or criteria in the evaluation of the qualifications received.

Proposer acknowledges, that the selected Firm(s) shall be required to sign a standard City contract within four-teen (14) days of Notice of Selection for Award. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties. Failure on the part of the successful Proposer to execute an Agreement as required will be just cause for the rescindment of the award.

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.

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. In the event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Contract Negotiations: The City will attempt to negotiate an agreement with the top ranked firm(s) or individual which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein.

Contract Term: Contract period is five (5) years with the possibility of one (1) optional automatic two (2) year renewal period term upon mutual consent of the parties. The successful proposer(s) will hereinafter be referred to as “Professional Consultant”. The city reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.

IV.C Fee Schedule

Within fourteen (14) days of Notice of Selection, the selected Firm(s) shall provide a detailed list of professional hourly rates, fees schedule, and any reimbursable items such as additional copies, postage, etc. The City shall only be billed for items that have been approved by the

designated representative. Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

V. General Information

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.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.

V.J 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.

V.K 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.

V.L Due Date

Electronic proposals shall be received prior to 5:00 pm on Wednesday, March 27, 2024 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.

V.M 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.

V.N Federal and State Tax

The City of New Smyrna Beach is exempt from Federal and State Sales and Use Taxes for tangible personal property. Anyone doing business with the City shall not be exempted from paying sales tax to their Suppliers for materials to fulfill contractual obligations with the City nor shall any Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

V.O 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.

V.P 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.

V.Q 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.

V.R 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 Tuesday, March 12, 2024. 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.

V.S 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.

V.T 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.

V.U 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.

V.V 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.

V.W 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.

V.X 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.

V.Y Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

V.Z 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.

V.AA 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.

V.BB 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.

V.CC 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.

V.DD 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.

V.EE 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.

V.FF 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."

V.GG 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.

V.HH 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.

V.II 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.

V.JJ 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.

V.KK 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).

V.LL 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.

V.MM Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V.NN Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty (30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Professional Consultant to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Professional Consultant(s). Upon

termination under this provision, all goods, materials, documents, data and reports prepared by the Professional Consultant(s) under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Professional Consultant(s) shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent the Professional Consultant(s) from timely performing its functions under this Agreement.

VI. 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.

VI.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 Points Per Evaluation Committee Member
Project Approach and Management	25
Qualifications	25
Experience	25
Client References	10
Financial Stability/Litigation	15
Total	100

VI.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.

VI.C Cover Page, Letter of Interest and Executive Summary

At a minimum shall include:

- Cover page with logo that represents the firm submitting a proposal.
- Letter of interest underlying philosophy of the firm in providing the services stated herein. Include the name(s), title/position, specific duties, telephone number(s), and email(s) of the authorized contact person(s) administering the contract.
- An Executive Summary of not more than two (2) pages to include the legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

Information shall be signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report.

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.

VI.D Project Approach and Management

At a minimum shall include:

- State your typical project management procedure from project inception through design and through construction in situations where post-design services are included in the scope.
- Approach to be taken with working with the City of New Smyrna Beach
- List any innovative approaches or techniques your firm has implemented to ensure project schedule adherence.
- Discuss your firm's cost estimating procedure and how you integrate new ideas or methodologies to assist your client in achieving a cost-effective project.
- Examples of reports that would typically be made available to the City, if applicable

- A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.

VI.E Qualifications

At a minimum shall include:

- Provide an overview of the firm, including number of years in business in the State of Florida, number of personnel, and other pertinent information, expertise, credentials (resumes or curriculum vitae) and introduction of the proposed team member(s).
- 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 organization chart, including breakdown of the number of employees by job classification, resumes of key individuals who shall be involved in the work, indicating who shall direct the work, and indicating the work to be performed by key individuals.
- Provide evidence of extensive experience in dealing with the Federal Aviation Administration (FAA) and Aviation Division of the Florida Department of Transportation (FDOT).
- Provide evidence of extensive experience FAA and FDOT grant assistance
- Provide evidence of extensive experience with CFR 200 Compliance for grant management purposes
- Provide evidence of extensive experience in dealing projects related to grant funding.
- Provide Certificate of Authorization for firm, and evidence of current license and registration to perform the specified services in the State of Florida.
- Statement of Professional Consultant's commitment/ability to consistently use the same personnel throughout the project.
- Include copies of all applicable license(s) for the organization as well as for each individual that will have a direct role with this project.

C.

VI.F Experience

Provide detailed information necessary to demonstrate experience in developing and implementing projects of similar size and scope and their ability to perform the work required.

Demonstrate the ability to produce the required work in the time available.

Provide documentation and summary of experience of no less than three (3) previous projects for each of the items below:

- Airport development projects

- Original budget vs. actual budget
- Estimated timelines vs. actual timelines
- Provide summary of projects and clients where similar work has recently been performed within the past five (5) years, including a description of each project, with 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, current address, current telephone number, valid e-mail address, and current fax number.
- 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).

VI.G Client References

Provide a listing of a minimum of five (5) of the company's projects/customers similar in size and scope to the services described herein, both present and past customers, rendered in the State of Florida, particularly within municipalities.

List must include complete and current addresses, contact person(s), e-mail addresses, telephone and fax numbers, and length of contract.

The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VI.H 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.

VI.I Acceptance of Condition

Statement indicating any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

VI.J City Required Forms

Completed City required forms provided in the Attachment Section of this solicitation and all signed Addendums.

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

VI.K Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of each submittal requirement listed above in the following order:

- Cover Page with firm logo
- Letter of Interest and Executive Summary
- Project Approach and Management
- Qualifications (including Applicable Certificates and Licenses)
- Experiences
- Client References
- Financial Stability/Litigation
- Acceptance of Conditions
- City required forms
- Addendums (if applicable)

VII. Insurance Requirements

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.

VII.A 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.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VII.B Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. **Workers' Compensation** shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
    1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
    2. $500,000 Each Accident
    3. $500,000 Disease Each Employee
    4. $500,000 Policy Limit for Disease

B. **Commercial General Liability Insurance** shall be maintained by the selected firm or individual with limits not less than the following:
    1. $1,000,000 Bodily Injury & Property Damage-each occurrence
    2. $2,000,000 Personal & Advertising Injury-each occurrence
    3. $2,000,000 General Aggregate
    4. $2,000,000 Products/Completed Operations Aggregates limit
    5. $ 5,000 Medical Payments
    6. $ 100,000 Fire Damage Legal Liability
    7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. **Automobile Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. **Professional Liability Insurance** shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.
    1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

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

VIII. 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).

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

VIII.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.

IX. Required Responses

IX.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

IX.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

IX.C Title of Position and Company Name*

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

*Response required

IX.D Employer Identification Number**

Please provide the Employer Identification Number.

*Response required

IX.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

IX.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

IX.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

IX.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

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.

☐ Please confirm
*Response required

IX.I Conflict of Interest Disclosure*

PROJECT NUMBER: 13-24-AIR - Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose within their submittal: the name of any officer, director, or agent who is also an employee of the City of New Smyrna Beach, Florida. Furthermore, all respondents must

disclose the name of any city employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the respondent's firm or any of its branches.

The purpose of this disclosure statement is to give the city the information needed to identify potential conflicts of interest for screening evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any city duty or responsibility in administration, management, or other professional activities. The bias such conflicts could conceivable impart may inappropriately affect the goals of the city. The city must be free of the undue influence of outside interests.

The mere appearance of a conflict may be as serious and potentially damaging as an actual conflict of interest. Reports of conflicts based on appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

☐ Please confirm
*Response required

IX.J Cover Page, Letter of Interest and Executive Summary *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Cover Page, Letter of Interest and Executive Summary.

*Response required

IX.K Project Approach & Management *

Please upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach & Management

*Response required

IX.L Qualifications*

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

*Response required

IX.M Experience*

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

*Response required

IX.N Client References *

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

*Response required

IX.O Financial Stability *

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

*Response required

IX.P Statement of Acceptance*

Upload a statement Indicating any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

*Response required

IX.Q City Required Forms: Notarized, non-notarized, and addendums*

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

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

*Response required

IX.R Complete Copy of Submittal*

Upload as one (1) PDF document a complete copy of each submittal requirement in the following order:

- Letter of Interest and Executive Summary
- Project Approach and Management
- Qualifications (including Applicable Certificates and Licenses)
- Experiences
- Client References
- Financial Stability/Litigation
- Acceptance of Conditions
- City required forms
- Addendums (if applicable)

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 and title of Contract

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, 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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport** and any exhibits, schedules, and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between the City and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for one (1) optional automatic two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**, and in the Consultant's submitted Proposal.

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

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

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists of the following contract documents, all of which are hereby made a part hereof as if herein set

DRAFT

out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

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

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

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

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

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 Vendor Name**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
	Date: _____
ATTEST	**CITY OF NEW SMYRNA BEACH**
_____	_____
Kelly McQuillen, City Clerk	Fred E. Cleveland, Mayor
	Date: _____

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

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport**.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify City of New Smyrna Beach in writing.

_____ _____
Typed Name Title

_____ _____
Signed Dated

Sworn to and subscribed before me this _____day of _____ 2024.

Personally known ____ OR produced identification ____. Identification type:
_____

Notary Public: State of _____ County of _____

_____
Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

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

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_____, 2022.

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

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___. S/He is personally known to me or has produced

_____As identification.

_____

Notary Public

My commission expires:_____

VENDOR INFORMATION

BID #:	
BID TITLE:	

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**

New Smyrna Beach Municipal Airport									12/16/2023
Year	FDOT Priority	FAA Priority	Project Title	Estimated Cost	FAA Grants 90%	FDOT Grants 80%	FDOT Grants 8%	EVB Funds	NPE Used
2023	3	1	Taxiway A Rehab - Construct	$3,451,376	$3,106,238		$276,110	$69,028	$150,150
	5	BIL	Rwy 7-25 and 29 PAPI Replacement and Electrical Vault Upgrades - Design	$110,000	$99,000		$8,800	$2,200	
	4	BIL	Twy B Rehab & Rwy 7-25 Pavement Removal - Design	$365,000	$328,500		$29,200	$7,300	
	1	0	Fuel Farm Improvements - Tank Construct	$800,000		$640,000		$160,000	
	2	0	T-Hangar Rehab - Construct	$800,000		$640,000		$160,000	
				$5,526,376	**$3,533,738**	**$1,280,000**	**$314,110**	**$398,528**	**$150,150**
2024	2	BIL	Rwy 7-25 and 29 PAPI Replacement and Electrical Vault Upgrades - Construct	$650,000	$585,000		$52,000	$13,000	
	1	1	Twy B Rehab & Rwy 7-25 Pavement Removal (DBE & Exhibit A) - Construct	$3,600,000	$3,240,000		$288,000	$72,000	$150,000
	0	0	Admin Facility - Design	$150,000				$150,000	
				$4,400,000	**$3,825,000**	**$0**	**$340,000**	**$235,000**	**$150,000**
2025	3	1	Stormwater Infrastructure Improvements - Design	$120,000	$108,000		$9,600	$2,400	$108,000
	4	BIL	Airport Wildlife Fencing - Design	$60,000	$54,000		$4,800	$1,200	
	1	0	Admin Facility - Construct	$2,000,000		$1,600,000		$400,000	
	2	0	T-Hangar - Design	$200,000		$160,000		$40,000	
				$2,380,000	**$162,000**	**$1,760,000**	**$14,400**	**$443,600**	**$108,000**
2026	3	BIL	Airport Wildlife Fencing - Construct	$600,000	$540,000		$48,000	$12,000	
	2	1	Stormwater Infrastructure Improvements - Construct	$750,000	$675,000		$60,000	$15,000	$192,000
	1	0	T-Hangar - Construct	$1,800,000		$1,440,000		$360,000	
				$3,150,000	**$1,215,000**	**$1,440,000**	**$108,000**	**$387,000**	**$192,000**
2027	1	1	Terminal Apron Expansion - Construct	$3,000,000	$2,700,000		$240,000	$60,000	$150,000
					$0		$0	$0	
				$3,000,000	**$2,700,000**	**$0**	**$240,000**	**$60,000**	**$150,000**
2028	3	1	Airport Master Plan Update	$500,000	$450,000		$40,000	$10,000	$150,000
	2	0	Land Acquisitions (Out Parcel)	$200,000		$160,000		$40,000	
	1	0	T-Hangar - Bid & Construct	$1,500,000		$1,200,000		$300,000	
				$2,200,000	**$450,000**	**$1,360,000**	**$40,000**	**$350,000**	**$150,000**
			TOTAL FUNDING REQUEST 2023-2028	**$20,656,376**	**$11,885,738**	**$5,840,000**	**$1,056,510**	**$1,874,128**	**$1,050,000**

Executive Order 11246

SOURCE: The following is the text of Executive Order 11246 of September 28, 1965, as it appears at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I — Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201. The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203.

a. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

b. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

c. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

d. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204

a. The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

b. The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve

subcontracts below a specified tier.

c. Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

d. The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206.

a. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

b. The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in

the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208.

a. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

b. The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

1. Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
2. Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

3. Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

4. Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

5. After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal

employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

6. Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership,

grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302.

a. "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

b. The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the

contracting agency referred to therein.

c. The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303.

a. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

b. In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

c. In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403.

a. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

b. Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

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 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 14, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

Clarification: 4.1. Scope of Services

Incorrect statement: Projects may require FAA and FDOT grant assistance and assistance in complying with CFR 200 guideline.

Corrected statement: Projects may require FAA and FDOT grant assistance and assistance in complying with 2CFR 200 guidelines.

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): _____ Proposer Signature: _____

_____

Firm Name (Please Print)

ADDENDUM 2
RFQ 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 19, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

1. **Question:** If a firm is a current vendor of the City and no revisions to the Vendor Summary are required, does a completed Vendor Summary form need to be included in the SOQ submission? Question regarding: Attachment D - Required City Forms - Non-Notarized (page 2)
   Answer: Yes, all required forms need to be completed and submitted with a proposal.

2. **Question:** Is there a DBE participation goal for this contract?
   Answer: The Airport is in the process of updating our DBE Goals for FY24-FY26. That information is not available at this time.

3. **Question:** Does the City anticipate that there will be interviews/presentations for shortlisted firms?
   Answer: No as the requested services are CCNA related. The received submittals are scored based on the criteria in Section VI of the solicitation document. The natural break in the final scores will help determine how many firms will be recommended in an award of contract.

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: _____

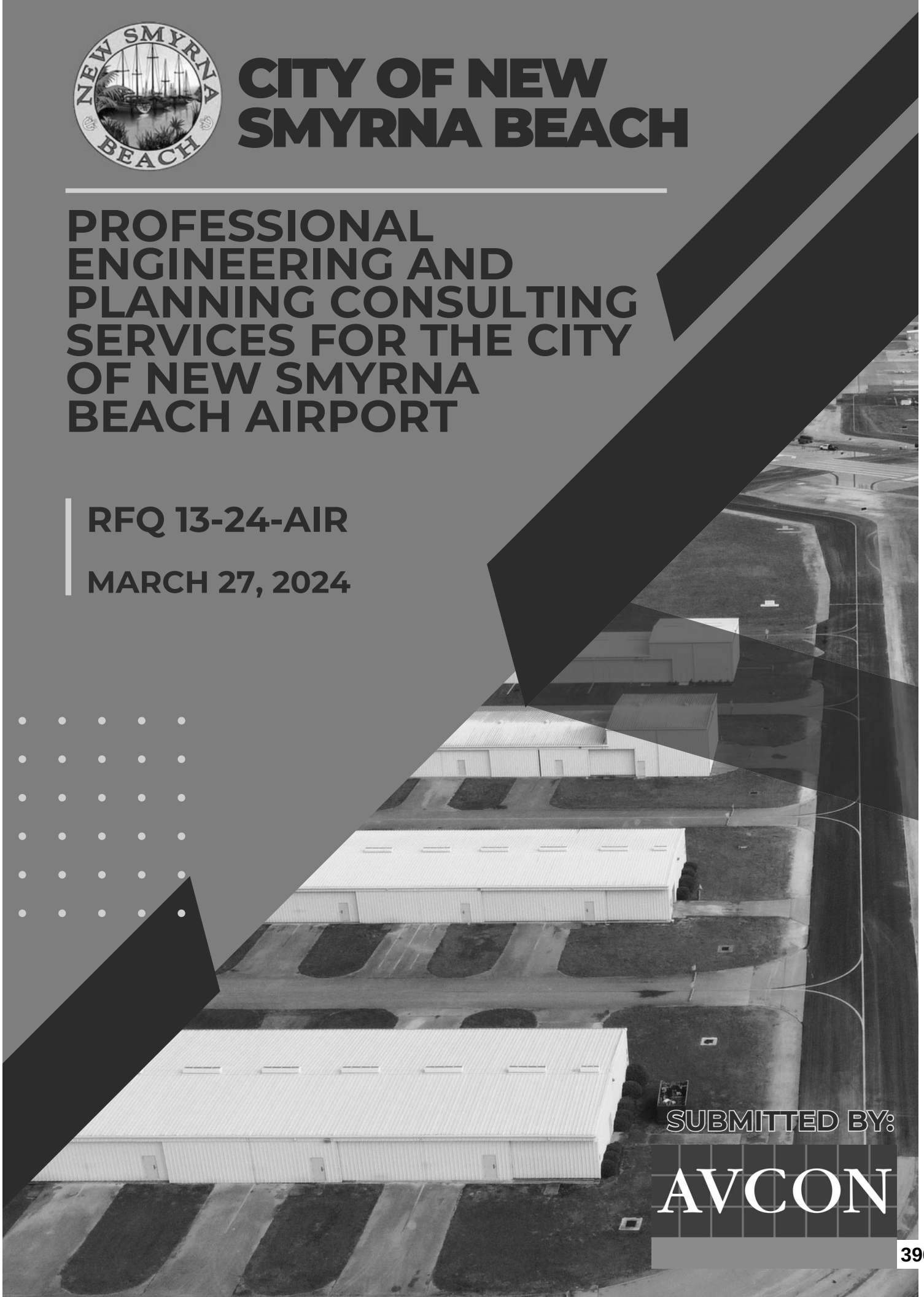
_____
Firm Name (Please Print)

CITY OF NEW SMYRNA BEACH

PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT

RFQ 13-24-AIR

MARCH 27, 2024



SUBMITTED BY:

AVCON

TAB 1

LETTER OF INTEREST AND EXECUTIVE SUMMARY



AVCON

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

5555 E Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407)599-1133
www.avconinc.com

March 27, 2024

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

Reference: RFQ 13-24-AIR
Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Dear Selection Committee Members,

AVCON, INC. (AVCON) is pleased to submit the team's Statement of Qualifications to provide Professional Engineering and Planning Consulting Services to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport (EVB). As AVCON's experience, including specific project experience at EVB, and current proposal demonstrates, the team has a strong understanding of the scope of work and the Airport's need for this continuing contract. AVCON will continue to perform all tasks in a timely and cost-effective manner, bringing the best possible services to the Airport. We look forward to continuing our partnership with EVB at all stages of your capital improvement projects – from planning and environmental clearance to providing a design that meets your needs and budget, to acting as your representative during the construction phase. Beyond the capital project aspect of this assignment, AVCON has seasoned professionals who have managed General Aviation Airports in the past who can provide advice on operational issues and will help position EVB for success with tenants, users, and funding partners. AVCON, in conjunction with the entire team, is fully capable and committed to providing Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport.

AVCON is a full-service engineering and planning firm with extensive experience in general consulting contracts for airports of all sizes, including EVB. AVCON was established in 1988 and has been providing consulting engineering and planning services throughout the Southeast since its inception. Over the past 36 years, AVCON has grown to over 120 professional, technical, and administrative staff with expertise in all elements of airport planning, design, and construction management. With AVCON, you get the resources and capabilities of a large firm, with the individual attention and responsiveness of a small firm. AVCON's size is a true advantage, allowing us the availability, collaboration, and flexibility to meet your every need in a timely and professional manner.

AVCON has designated **Daniel (Dan) Nickols, Jr, PE**, (dnickols@avconinc.com) to serve as **Project Manager** for this contract. Dan has led and managed the planning, design, inspection, grant administration, and construction management of many aspects of airport improvement projects such as airport pavement rehabilitation and reconstructions, runway and taxiway overlays, airport safety improvement projects, lighting rehabilitations, and airfield facility designs. In addition, he has completed civil/site design, construction management, and construction administration for several non-airfield-specific projects. Dan also acts as an extension of staff by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non-AIP funded projects. Dan will be supported by **Jack Thompson, CM, LEED AP** (jthompson@avconinc.com) as **Principal-in-Charge**, and **Sandeep Singh, PE** (ssingh@avconinc.com) as **QA/QC Manager**. Both Jack and Sandeep are authorized to make representations for AVCON. All three individuals work out of AVCON's Orlando office at 5555 E Michigan Street, Suite 200, Orlando, FL 32822, and can be reached by phone at (407) 599-1122.

AVCON's staff will be supported by a strong team of dependable subconsultant resources, with proven success in serving Florida airports – including their work at EVB. AVCON has identified Survey, Geotechnical, Environmental, and Architectural firms to be included on the team. These capable firms have routinely supported AVCON's efforts at general aviation airports, contributing to our success over many decades.

In addition to our subconsultant teaming partners, AVCON is backed by some of the industry's best airport engineers and planners. Our innovative staff continues to improve standards in airport lighting, pavements, and master planning, enhancing the sustainability of the airports we serve. You will see in our proposal that AVCON has an unmatched level of experience at EVB.

AVCON is committed to the City of New Smyrna Beach and EVB and will guarantee, and be solely accountable for, the successful completion of all services by our team within budget, on schedule, and with the quality you expect. We pride ourselves on being available to serve the full range of airport planning and design needs, along with bidding and construction phase oversight, to maximize opportunities and unconditionally meet all your aviation-related obligations. Some highlights of our qualifications include:

- **AVCON,** the Team's Project Manager, and key staff are completely familiar with the requirements of professional services contracts, and the entire team has a wealth of prior relevant experience which eliminates any learning curve;
- **AVCON** is a full-service firm with all engineering disciplines in-house;
- **AVCON** brings the capabilities of a large firm with the demonstrated responsiveness of a smaller firm, suited to the task-based assignments expected under this contract;
- **AVCON** is headquartered in Orlando, and AVCON's proven response capabilities are approximately 1 hour and a phone call away;
- **AVCON** brings extensive, relevant, and award-winning project experience and excellent relationships with the FAA Orlando ADO, FDOT District 5, and St. Johns River Water Management District personnel for project-related discussions, including funding eligibility;
- **AVCON** has a proven team, assembled to address any assignment which may arise, including meaningful local area technical capabilities, and DBE participation, and AVCON is prepared to add other specialties as may be needed or requested to meet any project need;
- **AVCON** is certified by the State of Florida Board of Professional Engineers, certified as a Minority Business Enterprise by the State of Florida Office of Supplier Diversity, and pre-qualified by the Florida Department of Transportation in seventeen different planning and design work areas; and
- **AVCON will guarantee to do the best job, completing projects on time and within budget, and with the quality you expect. AVCON's successful track record speaks for itself.**

AVCON appreciates your review of the team's credentials for this contract and is pleased to affirm the firm's personal and corporate commitment to the City and this contract in particular. The team looks forward to serving you and thanks you in advance for your consideration in this important role.

Sincerely,

AVCON, INC.



Jack Thompson, Jr., CM, LEED AP
Principal-in-Charge



Daniel Nickols, PE
Project Manager

Legal Name: AVCON, INC.



History:

Founded in 1988, AVCON, INC. (AVCON) serves the aviation, transportation, development, and facilities industries and employs over 120 professionals with expertise in all aspects of aviation planning and design; civil engineering, electrical engineering, mechanical engineering, plumbing engineering, fire protection design, utilities coordination and design, and structural engineering; traffic planning and highway design; and a full array of design and construction support services. The firm has earned a reputation for providing excellent work with high-quality standards. AVCON has proudly established itself as a leading engineering firm in Central Florida through effective planning, design, cost estimating, permitting, and construction administration services. AVCON offers a full range of planning and engineering services to turn clients' projects into a successful reality.

Business Structure: AVCON, INC. is represented by the following owners:

- Sandeep Singh, PE, President
- Rick Baldocchi, PE, Vice President
- James Kriss, PE, Vice President
- Virgil Lewis, PE, Vice President

Designation of the Legal Entity by Which Business Operates:

AVCON, INC. is designated as an S Corporation, incorporated in the State of Florida.

Type of Ownership:

AVCON is certified as a Minority Business Enterprise (MBE) by the State of Florida Office of Supplier Diversity.

Length of Company's Existence: 36 years.

Locations of Parent Company, Branch or Subsidiary & Proposed Project Team:

AVCON's Orlando office is the primary office for this assignment and professional engineering services will be provided to the City/Airport from this office, with support from its team of subconsultant resources. AVCON has proven its responsiveness over the past 36 years to clients throughout Florida and the Southeast. Additionally, AVCON has the ability to call upon the supplemental credentials and staffing support of its firm-wide network of engineering and planning professionals at its branch and regional offices throughout Florida and the Carolinas, all of which have full capabilities to provide professional engineering and planning consulting services under this continuing contract. The AVCON Team's relevant office locations are as follows:

AVCON, INC.	5555 E Michigan Street, Suite 200, Orlando, FL 32822
Cal-Tech	3309 SW SR 247, Lake City, FL 32024
Dewberry	800 North Magnolia Avenue, Suite 1000, Orlando, FL 32803
ESA	5401 S Kirkman Road #475, Orlando, FL 32819
KMA	2720 Wright Avenue, Winter Park, FL 32789

Total Number of Personnel including Personnel by Discipline:

Discipline	Firm	Branch
Administrative	23	5
Airport Planner	5	5
CADD Technician	13	6
Civil Engineer	46	24
Construction Inspector	7	3
Electrical Engineer	8	0
Engineering Intern	5	1
Mechanical Engineer	4	0
Structural Engineer	5	0
Transportation Engineering	6	0
Total	**122**	**44**

Average Annual Revenue for the Past Five (5) Years: $23,470,393.58

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 01, 2024
Secretary of State
1731979968CC

DOCUMENT# K22990

Entity Name: AVCON, INC.

Current Principal Place of Business:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779

Current Mailing Address:

5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822-2779 US

FEI Number: 59-2890463

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

SINGH, SANDEEP
5555 EAST MICHIGAN STREET
SUITE 200
ORLANDO, FL 32822 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____
Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	DCP	Title	VP
Name	SINGH, SANDEEP	Name	BALDOCCHI, RICHARD V
Address	11138 BRIDGE HOUSE RD.	Address	750 ALBA DR.
City-State-Zip:	WINDERMERE FL 34786	City-State-Zip:	ORLANDO FL 32804
Title	ST	Title	DIRECTOR
Name	KRISS, JAMES A	Name	LEWIS, VIRGIL C
Address	9348 THURLOE PLACE	Address	604 SAILBOAT DRIVE
City-State-Zip:	ORLANDO FL 32827-7003	City-State-Zip:	NICEVILLE FL 32578

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SANDEEP SINGH PRESIDENT 03/01/2024
Electronic Signature of Signing Officer/Director Detail — Date

AVCON, INC.
ENGINEERS & PLANNERS
5555 E Michigan Street, Suite 200
Orlando, Florida 32822
407.599.1122 | avconinc.com

March 26, 2024

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

Reference: RFQ 13-24-AIR | Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport

To Whom It May Concern:

By the authority entrusted in me as an owner and Vice President of AVCON, INC. (AVCON), I hereby authorize Jack Thompson, C.M., LEED A.P. to create, enter into and sign contracts for/with the City of New Smyrna Beach on behalf of the firm as it relates to this Professional Engineering and Planning Consulting Services contract. Jack serves the firm as Director of General Aviation Services, and he is proposed to serve as Principal-in-Charge on this contract. His contact information is provided below:

Jack Thompson, C.M., LEED A.P.
Director of General Aviation Services
5555 E Michigan Street, Suite 200
Orlando, Florida 32822
P 407.599.1122 x250
F 407.599.1133
M 407.793.0315
jthompson@avconinc.com

Jack is the individual designated by AVCON to represent the firm on this contract.

Should you have any questions or need any additional information please do not hesitate to give me a call at 407.599.1122.

Sincerely,
AVCON, INC.

James A. Kriss, PE
Vice President

TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

TAB 2

PROJECT APPROACH AND MANAGEMENT



AVCON

Approach



This section of the proposal provides a summary of the overall project approach to serving as a continuing services consultant, from the philosophical approach to doing business, to the actual day-to-day services AVCON would propose to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport (EVB).

Effective project management is the key to success for all project assignments and for the client and consultant's ultimate success. AVCON's philosophy for project management is a proven approach that has served the company for 36 years. It includes:

- Being responsible and responsive;
- Communication and coordination;
- Listening to clients, tenants, and agency concerns;
- Providing feedback and problem-solving;
- Mutual respect and trust;
- Team building, planning, project development, scoping, scheduling and budgeting;
- Vision, execution, and quality; and
- Individual and corporate commitment to deliver.

Your Project Manager, **Dan Nickols, PE,** will serve as the connection between EVB staff and the project team. Dan will effectively manage and integrate team resources to cooperatively establish and adhere to schedules and budgets.

Philosophy of Service

AVCON and the entire AVCON Team are prepared to address any aspect of planning, design, or construction services as may be requested by the Airport. The following section provides a synopsis of the overall approach to serving as a continuing services consultant, from the philosophical approach to doing business, to the actual day-to-day services AVCON would propose to City/EVB staff. The ongoing relationship of a continuing services consultant must be based on the highest levels of trust between the Owner and the Consultant. To provide a basis for understanding this service relationship, the following types of philosophical commitments should be considered:

AVCON will serve as an extension of Staff. AVCON knows that the primary day-to-day responsibility of airport management relates to the ongoing operations of the airport and the needs of its tenants. To the extent requested, the AVCON team's role will be to support management in areas outside of these day-to-day responsibilities in identifying, orchestrating, and assisting in accomplishing capital improvements and other assigned projects.

As a continuing services consultant, **AVCON will create and maintain a unified and focused approach** not only to each project assignment but also to the overall cohesiveness of the entire array of airport development entrusted to the team. In addition, through AVCON's commitment to the construction quality assurance and the construction-monitoring phase of the firm's services, AVCON will ensure that each finally constructed project meets or exceeds the applicable design standards and the City/Airport's expectations.

AVCON is familiar with the requirements of on-call consultant services. These include all aspects of task order assignments, reporting, financial controls, integrated construction phasing for multiple projects; and overall commitment to minimizing the impacts of construction and development on the day-to-day operations of the airport and adjacent facilities.

Lastly, by using a **Team Approach**, with multiple professionals, AVCON can commit to receiving and responding to inquiries from airport staff within thirty minutes. AVCON has an excellent track record of responsive service for all the firm's clients. To ensure this capability, AVCON will have an overlapping matrix of primary and support personnel for tasks so that City/Airport Staff can always find assistance among the team members.

Approach to Continuing Engineering Services

The AVCON approach to continuing engineering services begins with the initial dialogue and programming effort with the City/Airport to identify, quantify, and schedule each respective task upon demand from the staff, its tenants, or in response to other development needs of the airport. Each such task is treated as a separate project assignment, and taken from initial planning and design, through bidding or procurement, and on through final construction. AVCON understands all of these steps and can be relied upon to address every assignment with the utmost diligence and intensity. AVCON will continue to bring a common format to all project tasks for City/Airport staff. The graphic below identifies AVCON's approach to the Engineering Consultant role.



Communication and Coordination

Project and client success includes early and frequent communication and coordination, with each project requiring its own levels based on complexity, schedule, location and type, operational impacts, and parties affected by the project. Communication, coordination, and interactive exercises with City/EVB staff will take on many facets and may include any or all of the following:

- Project scoping meetings with City/EVB staff
- Pre-design kick-off meetings with City/EVB staff, agencies, and the AVCON team
- Regularly scheduled conference calls with City/EVB staff and the AVCON team
- Regularly scheduled project meetings with City/EVB staff and the AVCON team
- Attendance at, and participation (when requested) in, City/EVB regularly scheduled meetings
- Project status reports and emails
- Return phone call policy (usually within 30 minutes the same day or within 24 hours if out of town)
- Attendance and participation at special meetings with affected and interested agencies and parties
- A commitment that AVCON and key team firms will attend meetings regularly.

Agendas will be prepared prior to, and notes prepared and distributed following, each meeting and conference call.

Project Work Plan

AVCON's project success has been the result of strong, experienced, and knowledgeable project managers and project teams, as well as the development and implementation of clear but detailed work plans. AVCON's overall project approach will include constant engagement with the City/EVB through the following main areas:

Pre-Design Services:

Data Collection, Project Initiation, and Pre-Design Investigations: This initial phase of the project includes the collection, compilation, and review of existing project-related data and documents, including items such as planning and environmental reports, technical memoranda, record plans, geotechnical reports, existing utility data and documentation, existing mapping and survey control information, operational characteristics, data and constraints, construction phasing and sequencing concerns, and other similar information.



All this information will form the foundation for baseline data for the project including program scope, schedule, and budget, and lead to the collection of project-specific topographic field surveys and geotechnical investigations and testing for use in design.

Project Scoping, Planning, and Conceptual Alternatives Evaluation: Airfield planning and design are essential components for the orderly and cost-effective development of an airport and of airport systems. A critical element of the planning process is the identification, investigation, analysis, and evaluation of project alternatives that meet the intent of the project and achieve the established goals and objectives. From this exercise, the best alternative is selected and advanced into design and construction. Scope, budget, schedule, and funding resources are revisited to confirm the initial thought process.

Preliminary Design: This phase of the project will establish the approach to the technical issues previously identified and will serve as the basis for the development of preliminary design documents for the selected alternative. Preliminary construction plans (representing 30% design) will be prepared to a level consistent with the verification of design assumptions, project budget, schedule, and program goals and objectives.

In addition to our normal day-to-day practices of quality assurance and quality control (QA and QC), a peer review and constructability review of the plans and specifications of this package are often conducted prior to its submittal. Additionally, a preliminary Engineer's Design Report will be prepared, documenting all design rationale and findings. It will also include a listing of technical specifications to be used on the project, environmental and other permitting information and documentation, and a preliminary construction cost estimate. At this point in the project, a contingency will be made a part of the cost estimate to account for the potential of additional work elements, unforeseen conditions or changes, and detailed design development.

Design Services:

Design Development: This phase of the project completes the design and details supporting the decision-making process for specific work elements of the project. Construction plans, specifications, and details will be prepared to meet FAA, FDOT, local, and other relevant agency standards, requirements, and guidelines.

As with the preliminary design phase, a peer review and constructability review of the final construction documents before their submittal as a supplemental check to AVCON's QC and QA reviews will be conducted.

A final set of construction documents (plans and specifications) will be delivered to the City/EVB, signifying the completion of this phase.

A final Engineer's Design Report will be prepared, documenting all design rationale and findings, including any modifications to standards, as well as justifications and pertinent design calculations for the various elements of the project. A final construction cost estimate with detailed items and quantities will be included in the Engineer's Report. To help ensure quality control of materials and the constructed project, a Construction Management Plan will be prepared for the City/EVB, FDOT, FAA, and construction field staff.

Pre-Construction Services:

The AVCON Team will:

- Discuss and understand the preferred project delivery method
- Develop and independently validate the final project cost estimate and schedule
- Develop alternative package as identified during preliminary and final design
- Assist with FAA and FDOT information items
- Attend, participate, and/or assist in final project presentation

Bidding Support:

The AVCON Team will assist during the bid process as follows:

- Prepare the notice to bidders for advertising the project
- Assist with the distribution of bid documents to firms and agencies requesting them
- Respond to bidders' questions and prepare addenda, as required
- Attend and conduct a pre-bid meeting and bid opening
- Review and tabulate bids received, review for conformance, and review bidder qualifications
- Prepare recommendation for awarding the project to the lowest responsive and responsible bidder

Construction Services:

AVCON takes a practical and preemptive approach to construction administration, oversight, and management. AVCON starts coordination with contractors during design and bidding. The continuation of the AVCON team effort will be provided through Construction Administration (CA) and Resident Project Representative (RPR) observation services. These services will allow the design professionals to interface with the field staff and contractors to provide additional interpretation of the plan or specification requirements. This service is considered a part of our “partnering” approach to the project wherein the design professional and the field construction representatives can work to provide the highest quality project within budget and on schedule.

Quality assurance testing of materials during construction is the means by which compliance is monitored and contractors are paid. AVCON will oversee and schedule the QA testing firm for material testing and acceptance.

Additionally, regularly scheduled construction meetings are held to monitor and update the project schedule, budget, and projected cash flows. This approach minimizes surprises within the project and for all parties involved in the project.

Project Close Out:

The AVCON Team will:

- Provide all client, FAA, and FDOT required closeout and commissioning documentation
- Provide permitting agencies required final documentation
- Review/approve final contractor pay request
- Review/approve final invoices from AVCON team members
- Perform and document substantial completion site review, final inspection, and acceptance
- Provide notebook of all QA test results and Operations and Maintenance Manuals

Throughout the project, AVCON provides our clients with unmatched grant management assistance. At the project’s inception, we are there to provide project justification, sketches, and cost estimates. We will prepare grant pre-applications and applications and can meet and advocate for the Airport with their funding partners. Once the project is underway, we are available to assist with reimbursement requests. Our team is well-versed in meeting federal and state requirements for grant-funded projects. We support our clients with 2CFR Part 200 requirements, including proper documentation during design, bidding, and construction projects. Providing the appropriate reports and documentation in a timely manner ensure the airport remains eligible for future funding. AVCON supported FDOT in its continued improvement of their grant management process by developing the Invoice Forms used by all airports when submitting for FDOT reimbursement. The new forms streamline reimbursements, eliminate duplication of effort, and limit the opportunity for errors. FAA and FDOT are attentive to an Airport’s ability to manage grant funds. Those airports that provide accurate and timely grant reports and reimbursement requests are in a favorable position when requesting future project funding.





Quality Assurance / Quality Control

AVCON has a written Quality Assurance and Quality Control (QA and QC) Plan for all projects it undertakes. The plan is modified and adapted to meet the needs of large or small projects and for the specific elements of design included in the project. AVCON will tailor the QA and QC plan to match specific project assignments. This document identifies the Quality Control Manager of the task and the key experts to be involved in the Quality Control process. It also identifies the type of review to be performed by each reviewer at various levels of completion of the design.

AVCON's Quality Control Review Process consists of a multi-level review approach that aims to identify and prevent omissions, conflicts, inconsistencies, or lack of constructability throughout the project. At the onset of this process, the Project Manager assigned to a task provides a draft set of deliverables to the designated reviewer ten days before submission to the Airport. Each reviewer in turn provides their comments in writing back to the Project Manager who collates all reviews. The Project Manager then shares with the design team the comments to be addressed and ensures a response is provided or discussed with the author of the comment. Each comment is addressed before the submittal of the milestone deliverable to EVB.

STEP 1: IN-HOUSE REVIEW

The Project Manager will perform review of the project followed by the QC Manager prior to each submittal. This review identifies potential omissions, conflicts, or inconsistencies amongst documents, ensures compliance with pertinent standards, and corroborates that the proposed design complies with the scope of work and the City/EVB expectations.

STEP 2: THIRD-PARTY PEER REVIEW

All design documents are evaluated by an expert not involved in the project. It ensures compliance with all applicable standards, accuracy and completeness, prevention of conflicts at trade interface, and coherence of the overall design. Occasionally we may also look to outside firms to provide technical support to ensure the latest technology and selected approach remains pertinent and viable.

STEP 3: CONSTRUCTABILITY REVIEW

An individual experienced with construction practices, such as AVCON's field inspectors or the QC Manager will complete a thorough review of all documents to confirm proper constructability of the design.

STEP 4: SUBCONSULTANT REVIEW

Subconsultants are expected to have their own quality assurance process in place and will be required to demonstrate this in writing. In addition, AVCON applies its own standards of quality control, as outlined above, to the subconsultant's work.

Developing and Controlling Costs

Scope Development: AVCON will meet with the Airport to fully identify and reach a complete accord on the terms of the scope, schedule, and budget for each assigned project/task. Project scopes shall be sufficiently detailed to capture the anticipated work effort associated and a "Project Sketch" is always included to better define the project limits. This is a key step in identifying any possible elements that could prevent "future scope creep." This step also applies to coordination between sub-consultants and within various disciplines. AVCON utilizes standard scopes and checklists for this process. A thorough scope development not only ensures the project has "limited or no surprises" but also becomes the basis of the Project Work Plan, which establishes project success goals, staffing allocations, scope items, and schedule considerations.

Developing Construction Cost Estimates: AVCON stays abreast of the cost estimating trends and the constantly evolving construction marketplace. The firm's professionals are aware of local market variations and cost databases to ensure projects are designed within the established budgets. The role of the PM in managing client and other stakeholder expectations for the project "needs and wants" is a critical aspect to ensuring budgetary discipline. The use of bid schedules and alternates is another way to ensure projects "fit" in the available budget or grant funds. AVCON's ability to predict and meet budgetary constraints is exceptional. In developing the construction cost estimates, AVCON will approach each phase of design as follows:

- Schematic Design (30%)
- Design Development (60%)
- Contract Documents (90%)
- Bid Documents (100%)

By continually updating the quantities and assessing the construction market AVCON will greatly increase the accuracy of the estimated construction value.

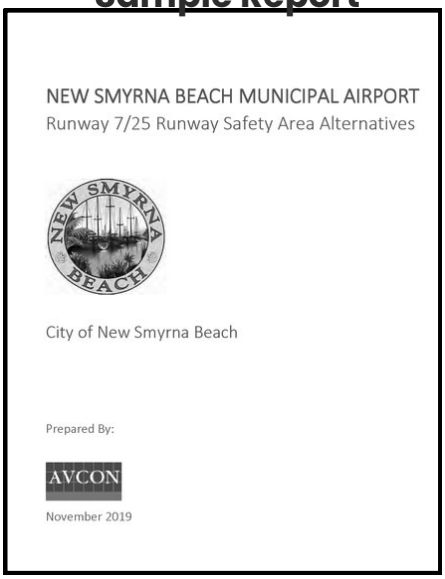
Commitment to Meeting Schedule

In order to meet often challenging economic and time requirements, AVCON has committed to doing "whatever it takes" to accomplish the end results of each assignment. AVCON has provided complete project designs for major capital projects such as runway rehabilitations, including surveys and geotechnical in as little as 28 days with excellent bid results.

With the ongoing constraints placed on sponsors in responding to variations in FAA grant deadlines, AVCON has developed a very nimble approach in making advanced arrangements with our staff and subconsultants to be on guard for these very short-term response requirements. AVCON has a well-refined library of many of the standard construction details and specifications from which to make minor adjustments and alterations to achieve the specific needs of each assignment. As a fully CADD-oriented design firm, many design features can be accelerated to accomplish large elements of work in very short periods. Finally, our staff of airport design professionals is very well-oriented in the priority of high-quality and timely services to our clients and customers.

This dedication transcends the entire staff and leads to an unparalleled professional commitment to achieving extraordinary results in all of our professional services. AVCON will accomplish any assigned design or planning effort under the time requirements established by EVB.

Sample Report


NEW SMYRNA BEACH MUNICIPAL AIRPORT
Runway 7/25 Runway Safety Area Alternatives
City of New Smyrna Beach
Prepared By:
AVCON
November 2019

In summary, AVCON's record of meeting schedules and budgets is exemplary. Our projects routinely meet or exceed client expectations. Schedule management is an essential element of the overall client communication effort and will continue to be a focus throughout this contract.

AVCON has stayed abreast of the latest advances in scheduling, estimating, and engineering software, and the training of the firm's professionals which directly relates to AVCON's ability to predict and meet scheduling and budget demands. All of the production capabilities for the team will be fully integrated and interfaced using Office 365 and Skype for Business, such that the work among all disciplines for each project can be performed on a concurrent schedule using real-time updated drawing files and supporting documents. Airport and City staff will be invited to attend coordination meetings or teleconferences scheduled for project-related discussions. The project schedule will be updated not less than monthly to ensure compliance with each deliverable.

AVCON's wide-ranging and in-depth experience in project construction also enables the firm to recognize frivolous contractor claims. AVCON's approach to each project includes complete construction administration support of the designers to the construction management and RPR team. There will be no loss of project understanding between design and construction administration staff. Using this approach regularly as part of the firm's history, AVCON has an excellent record of cost, scope, and scheduling control in project management throughout the design and construction processes. The table below highlights AVCON's record of maintaining schedules and budgets on recent general aviation airport projects.

Firm's Record of Project Completion

Project	Original Cost	Final Cost	Estimated Completion	Actual Completion
GIF Taxiway C Extension	$1,637,706.60	$1,545,467.45	April 2021	June 2021
OBE Runway 5-23 Rehabilitation	$3,574,584.50	$3,572,334.45	May 2022	June 2022
VQQ Airfield Signage Replacement	$696,500	$690,629	June 2020	June 2020
VDF Runway 5-23 Rehabilitation	$5,902,072.50	$5,705,949.72	May 2021	May 2021
X21 PAPI	$241,400	$234,890.10	Dec. 2020	Jan. 2021
ISM New Electrical Vault	$422,362	$491,344	* March 2022	March 2023
ISM Taxiway E Extension (24 End)	$270,000	$658,752	May 2023	Sept. 2023
ISM Secondary Weather Sensor ATCT MEL - AWOS - I	$79,000	$79,000	Oct. 2023	Jan. 2024
DED Hangars	$135,110	$135,110	Sept. 2023	Feb. 2024
X21 PAPI Replacement	$70,220	$50,220	Aug. 2021	Aug. 2021
X59 Taxiway A Improvements	$642,580	$448,813	** Oct. 2021	April 2022

* Project was bid prior to receiving City permits at the request of Airport and FAA, due to timing of FAA funding availability. Two Change Orders were issued for time and additional services due to permit reviews.

** Delays in project due to weather (hurricanes) and owner directed changes to the project during construction.

AVCON, INC. Highlights:

- Hands-On Project Manager
- Over Three Decades of Experience, Including Five Years Working With EVB
- Central Florida Office, Less Than One Hour From Airport
- Demonstrated Responsiveness
- Extensive, Relevant, and Award-Winning Project Experience
- MBE/DBE Commitment
- Unparalleled Airfield Design Capability Including Airfield Lighting
- Unmatched FAA and FDOT Experience and Knowledge of Regulations
- Proven Performance

TRANSFORMING TODAY'S IDEAS INTO TOMORROW'S REALITY

TAB 3
QUALIFICATIONS



AVCON

Firm Background & Experience

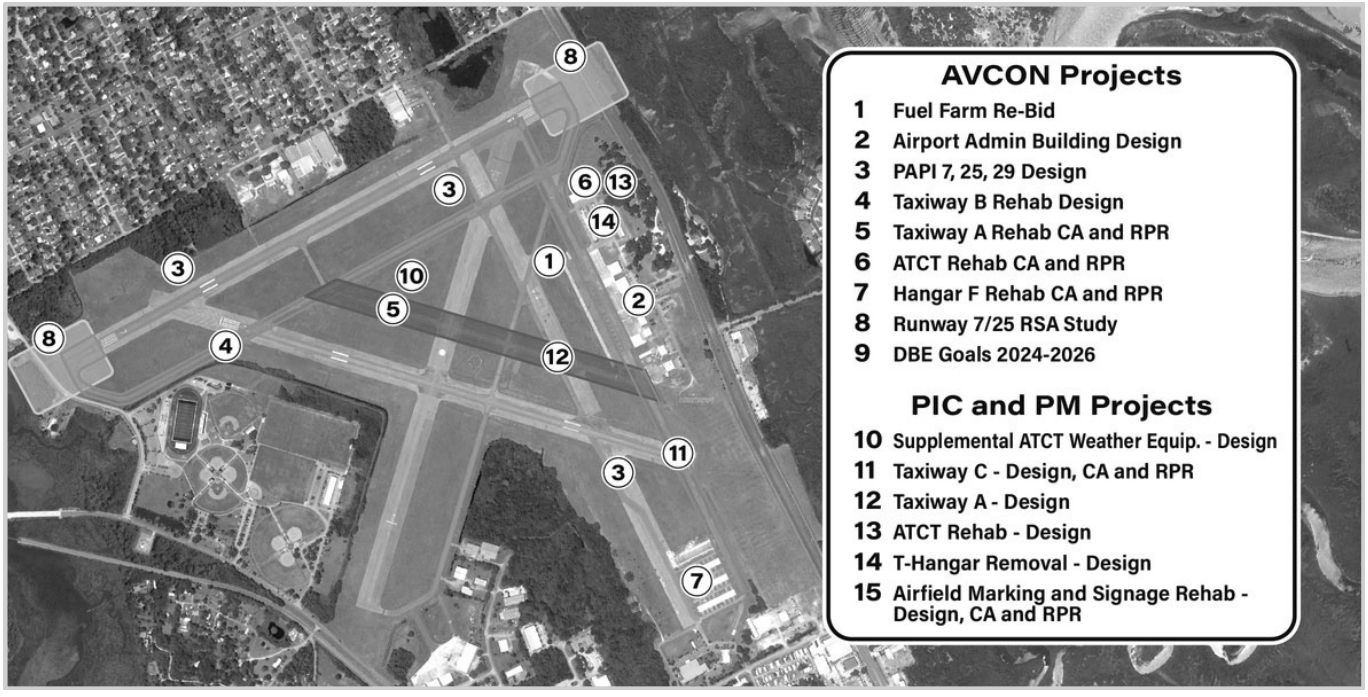
AVCON's staff of engineers and airport planners have completed all types of airport projects, ranging from airport master plans, environmental assessments, DBE plans, and condition assessments to airfield pavement designs, lighting and NAVAIDs, hangar developments, terminal upgrades, fuel farms, security and access control, roadway and parking designs, and utility and stormwater improvements. AVCON also provides special services related to airfield and lighting evaluation, electrical vault arc-flash analyses, and capacity studies utilizing in-house testing equipment and fully trained staff.

AVCON's airport experience encompasses the entire airport campus, including elements more commonly associated with the landside (nonaviation) portion of the grounds. These elements comprise land development including utilities, roads, and parking facilities; structural, mechanical, electrical, plumbing, and fire protection engineering for hangars, terminals, air traffic control towers, vaults, and other building infrastructure; and electrical design for primary power distribution. Because an airport includes many elements beyond the airfield limits, it is important to consider an independent full-service engineering team that understands the connection between the airfield and the supporting infrastructure and can offer an experienced and insightful perspective on development and project execution. AVCON provides this understanding and skill and is available to you under one roof, approximately one hour away from City/Airport staff.

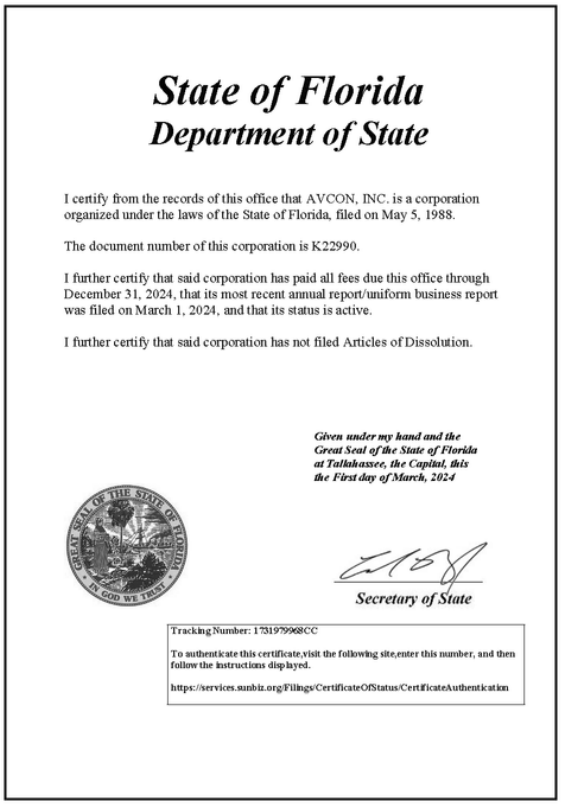
Additionally, the AVCON Team has extensive experience at New Smyrna Beach Municipal Airport, which is displayed in the graphic below. The team is familiar with the City/Airport's staff and processes and is ready to hit the ground running.

Aviation Services

- Federal/State Grant Administration and Other Programs, Support and Compliance
- FAA/FDOT Coordination
- Cost Estimating and Independent Fee Estimates
- Airport Planning, Master Plans, and Layout Plans
  - Noise Studies
  - Environmental Planning
  - Hangar Studies
  - Parking Studies
  - DBE Plans
  - Feasibility Studies
  - Airspace Obstruction Evaluations
  - Gate Planning and Apron Utilization
- Airfield Design (Runways, Taxiways, Aprons, etc)
- Stormwater Drainage Design and Assessment
- MEP / Fire Protection
- Facility Condition Assessments
- Security and Access Control
- Civil Engineering and Site Design
- Industrial and Commerce Parks
- Roads and Multimodal Improvements
- Construction Management



Certificate of Authorization



State of Florida
Department of State

I certify from the records of this office that AVCON, INC. is a corporation organized under the laws of the State of Florida, filed on May 5, 1988.

The document number of this corporation is K22990.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 1, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of March, 2024

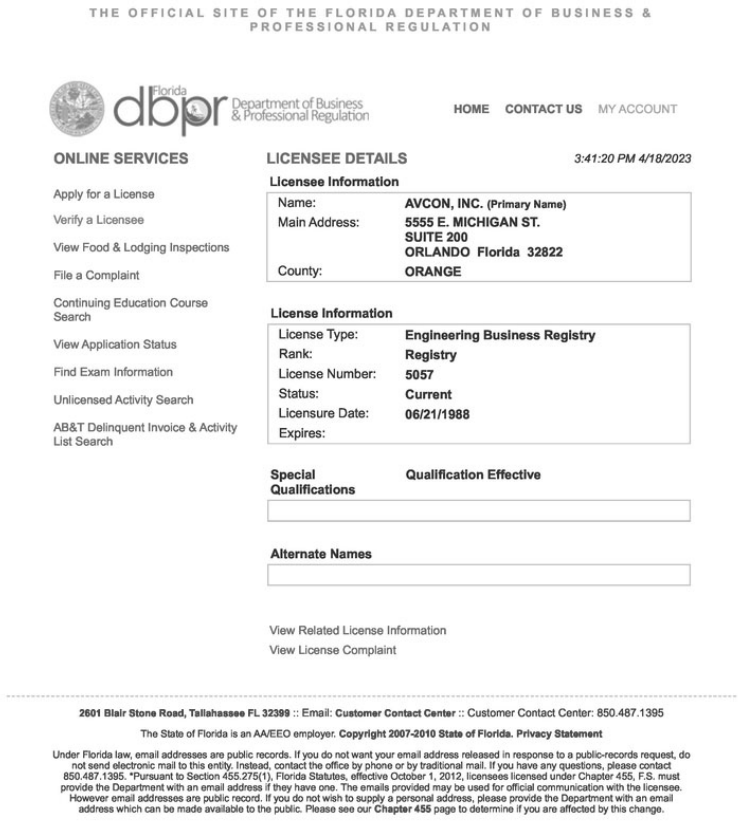
Secretary of State

Tracking Number: 173197996SCC

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

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

Professional Registration



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Florida dbpr Department of Business & Professional Regulation

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LICENSEE DETAILS 3:41:20 PM 4/18/2023

Licensee Information

Name:	AVCON, INC. (Primary Name)
Main Address:	5555 E. MICHIGAN ST. SUITE 200 ORLANDO Florida 32822
County:	ORANGE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	5057
Status:	Current
Licensure Date:	06/21/1988
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

View Related License Information
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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Organizational Chart

AVCON proposes a highly skilled, full-service planning, design, and construction management team to provide Professional Engineering and Planning Consulting Services for the New Smyrna Beach Municipal Airport.

The AVCON Team is fully prepared to deliver and guarantee the successful completion of your projects within the designated timelines and budgets. Our team is equipped with the necessary resources and personnel, and we have backup staff on standby to step in if any unexpected situations arise, ensuring that we maintain consistent and timely delivery throughout each project. The organizational chart below highlights the roles and responsibilities of the AVCON Team Members and our subconsultant partners.

NEW SMYRNA BEACH MUNICIPAL AIRPORT
Arvin Weese, Airport Manager

FAA ORLANDO ADO
Scott Carraro, Ryan Allen, Amy M. Reed

FDOT DISTRICT 5
Allison McCuddy, Joe Jerkins, Luci Taylor



PRINCIPAL-IN-CHARGE
Jack Thompson, Jr., CM, LEED AP



PROJECT MANAGER
Daniel Nickols, PE



QA/QC MANAGER
Sandeep Singh, PE

Aviation Planning & Environmental

PLANNING
Ryan Lenda, CM (*AVCON*) – *Senior Planning Manager*
Michael Kotlow (*AVCON*)
Doug DiCarlo (*ESA*)

ENVIRONMENTAL & NOISE
Julie Sullivan *(ESA)* - *Environmental Manager*
Mike Arnold *(ESA)*

Aviation Engineering

AIRFIELD DESIGN
Alex Broger, PE (*AVCON*)
Pedro Valencia, Jr., EI (*AVCON*)
Russ Holiday, PE (*AVCON*)
Alexis Collazo (*AVCON*)

AIRFIELD LIGHTING
Mark Goodacre, ACE (*AVCON*)
Lee Nemer, ACE (*AVCON*)

DRAINAGE/PERMITTING
Matthew Humphrey, PE (*AVCON*)

ARCHITECTURE
James L. Moore, AIA, NCARB *(KMA)*

Construction

CONSTRUCTION ADMINISTRATION
Rob Hambrecht, PE (*AVCON*) – *Construction Manager*
Daniel Nickols, PE (*AVCON*)

INSPECTION
Shane Swingle (*AVCON*)
Daniel Cruz, PE (*AVCON*)
Addison Campbell (*AVCON*)

Surveying

William Hinkle, PSM *(Dewberry)*

Geotechnical & Construction Materials Testing

Ivan Marcano, PE *(Cal-Tech)*



DANIEL NICKOLS, JR., PE | PROJECT MANAGER

Dan Nickols, PE will be your Project Manager. With Dan you are assured of exceptional client/consultant continuity. He will lead the AVCON Team and ensure that project schedules and budgets will be developed, managed, monitored, and adhered to. Project deliverables in the form of plans, specs, engineer's reports, opinions of probable cost, and similar airport-related support documentation will be thorough, accurate, and informational. Subconsultants will be managed proactively and mentored; and funding and regulatory agencies will be informed of project activities regularly. There will be no surprises, and project concurrence by involved agencies and staff will be achieved at key milestones throughout each project.

Dan brings over 15 years of hands-on experience leading and managing airport improvement projects, including on-call service project management, airport pavement rehabilitation and reconstruction, safety improvements, facility enhancements, and a multitude of other airport-related assignments. In addition, he regularly provides construction management, administration, and inspection services on many of his projects. Dan also acts as an extension of staff for several clients by providing purchasing and procurement support throughout the public advertisement and bidding of AIP and non-AIP funded projects.

Experience with EVB

Taxiway A Reconstruction

New Smyrna Beach Municipal Airport, FL | Project Manager

Project includes the reconstruction of the taxiway, corrections to airfield geometry, removal of portions of existing abandoned airfield pavements, modifications to existing airfield lighting and signage, new airfield pavement markings, and associated grading and drainage improvements for Taxiway A. Also included in this project are upgrades and improvements to crossing taxiways, which will bring them into compliance with FAA profile, geometry, and grading requirements.

Taxiway B Reconstruction and Runway 7-25 Pavement Removal

New Smyrna Beach Municipal Airport, FL | Project Manager

Project includes the removal of pavement from both the Runway 7 and 25 ends to correct runway obstacle free zone (ROFZ) violations, realignment of Taxiway B connectors at both runway ends, reconstruction and geometry corrections of Taxiway B east of Runway 11-29, and rehabilitation and geometry corrections of Taxiway B west of Runway 11-29. Also included in this project is the removal of portions of existing abandoned airfield pavements, modifications and upgrades to existing airfield lighting and signage, new pavement markings, associated grading and drainage improvements for Taxiway A, and stormwater permitting through SJRWMD.

PAPI 7, 25, and 29 Replacement

New Smyrna Beach Municipal Airport, FL | Project Manager

Project Manager for the design and bidding of the replacement PAPIs on Runway 7, 25, and 29, which generally includes the equipment replacement, re-siting, re-grading, and concrete pad replacement for 3 of the 4 PAPIs on the airfield.

T-Hangar F Rehabilitation

New Smyrna Beach Municipal Airport, FL | Project Manager

Project Manager and Construction Manager for the construction phase services of the rehabilitation of T-Hangar F at the New Smyrna Beach Airport. This project includes metal building component replacements, hangar door replacements, roof re-finishing and resealing, concrete pad replacement, and rehabilitation of building gutters and downspouts.

Air Traffic Control Tower Rehabilitation

New Smyrna Beach Municipal Airport, FL | Project Manager

This project includes tower stucco replacement, interior and exterior lighting rehabilitation, mechanical electrical and plumbing upgrades and rehabilitation, airport rotating beacon replacement, resealing of tower cab windows, tower cab roller shade replacement, rehabilitation of the tower cab interior, and rehabilitation of ATCT lightning protection.



JACK THOMPSON, JR., CM, LEED AP | PRINCIPAL-IN-CHARGE

Jack Thompson, Jr., CM, LEED AP has served numerous airport clients, coordinating their capital improvement programs, managing federal and state grants, and providing strategic planning assistance. Jack is a Certified Member of the American Association of Airport Executives and a Leadership in Energy and Environmental Design Accredited Professional. From 2005 to 2009 he served as the Airport Director for Flagler County Airport, which was the busiest non-towered airport in the country at the time.

Jack is currently providing support to the Airport under AVCON's On-Call Aviation Continuing Contract. Some of the projects involved constructing and rehabilitating Taxiway C; airfield signage, and marking rehabilitation initiatives aimed at addressing safety concerns; ongoing support to the airport's JACIP; Taxiway B Rehabilitation; ATCT Rehabilitation, and Hangar F Rehabilitation.



SANDEEP SINGH, PE | QA/QC MANAGER

Sandeep Singh, P.E. is a Principal with AVCON and has 39 years of experience in nearly every aspect of airport design and planning for both general aviation and air carrier airports. He has a civil, structural, and electrical engineering background and has special expertise in airfield pavements, lighting, and NAVAIDs. He is well-versed in airport development issues including planning and funding and has long-standing relationships with FAA and FDOT staff. Under Sandeep's Leadership AVCON has won several design awards including two grand awards from the Florida Institute of Consulting Engineers, and the firm has promoted the best in asphalt and concrete pavement specifications and state-of-the-art LED airfield lighting systems.



ROBERT HAMBRECHT, PE | CONSTRUCTION MANAGER

Rob Hambrecht, PE has over 24 years of hands-on experience planning, programming, and managing numerous airfield improvement projects throughout Florida. He has extensive experience in ensuring that design professionals produce within budget and contractors seek alternate, cost-effective solutions to changes in the work, and advance only legitimate change order requests for consideration. His wealth of airfield project knowledge will be complemented by his expertise in grants and funding through agencies such as the FAA and FDOT.



RYAN J. LENDA, CM | SENIOR AIRPORT PLANNER

Ryan Lenda, CM is an experienced aviation and business professional with 19 years of experience in the aviation industry. His responsibilities include roles ranging from managing complex planning projects to providing consultant services and working with stakeholders to ensure design elements comply with aviation regulations. He has a solid understanding of planning principles and federal aviation regulations. Ryan has completed multiple planning assignments at airports throughout the U.S. including Apron Utilization Plans, Gate Expansion Analyses, Airport Layout Plans, Exhibit A Updates, Feasibility Studies, Master Plans, Siting Studies, Land Use Planning, and more.



MARK GOODACRE, ACE | SENIOR ELECTRICAL DESIGNER

Mark Goodacre, ACE has more than 40 years of experience in the planning, design, construction, and maintenance of electrical distribution systems and airfield lighting systems. He is an AAAE Airport Certified Employee (ACE) in the field of Airfield Lighting Maintenance, and he serves as an instructor for the Florida Airports Council's (FAC) Basic Airfield Electrical Safety Workshop. He has experience preparing design documentation for an airfield's lighting layout and circuitry for all associated Runways, Taxiways, and Parking Aprons.



RUSS HOLLIDAY, PE | SENIOR CIVIL ENGINEER

Russ Holliday, PE performs project management and design utilizing AutoCAD, Civil 3D, and other industry-standard design software packages. His work experience consists of engineering and project management for airport projects, including all phases of a project from topographical survey reduction, geometry, utility coordination, potable water and sanitary sewer design, drainage design, and pavement design to project cost estimation, bidding, DBE coordination services, construction administration, resident project representative, and project closeout. Russ has extensive experience working with State Water Management Districts, the Florida Department of Transportation, and the Federal Aviation Administration personnel.



LEE NEMER, ACE | AIRFIELD ELECTRICAL / NAVAIDS

Lee Nemer, ACE joined AVCON in July 2018 and has worked under Mark Goodacre as an Electrical Engineer. Since joining AVCON he has completed a variety of airport projects throughout Florida, North Carolina, Texas, and Alabama. His skills include lighting layouts, circuit design, duct bank system design, manhole design, and vault work. Lee has provided cost estimates for large-scale projects and is proficient in AutoCAD.



MATTHEW HUMPHREY, PE | PROJECT ENGINEER

Matthew Humphrey, PE has nine years of experience as a Florida and Pennsylvania registered Professional Engineer (PE). He has been involved in a wide variety of projects, both field and office, and has significant experience in multiple aspects of civil engineering. His experience includes environmental remediation, stormwater management design, geotechnical engineering evaluation, site-civil engineering, and construction management/administration. Matthew has Project Engineer experience with New Smyrna Beach Municipal Airport including the reconstruction of Taxiways A and C, and Fuel Farm Rehabilitation.



ALEX BROGER, PE | PROJECT ENGINEER

Alex Broger, PE has five years of experience in the aviation industry. He has assisted in the planning, design, inspection, and construction management of many aspects of airport improvement projects, such as lighting rehabilitation, airport safety improvement projects, runway and taxiway overlays, airport pavement rehabilitation and reconstructions, and airfield facility design. Additionally, Alex is a member of the American Association of Airport Executives (AAAE), the National Society of Black Engineers, and the Florida Engineer Society. Alex has Project Engineer experience with New Smyrna Beach Municipal Airport including Taxiway A Reconstruction.



ALEXIS M. COLLAZO | TECHNICAL SPECIALIST

Alexis Collazo is a Technical Specialist with three years of experience. She has supported the planning, design, inspection, and construction management of many aspects of airport improvement projects including airport pavement rehabilitations and reconstructions, aviation fueling facilities, hangar infrastructures, signage and marking rehabilitation, and airport layout plans. Alexis has experience at New Smyrna Beach Municipal Airport as a Technical Specialist for projects including the Spill Prevention, Control, and Countermeasure (SPCC) Plan and Airfield Marking and Signage Rehabilitation.



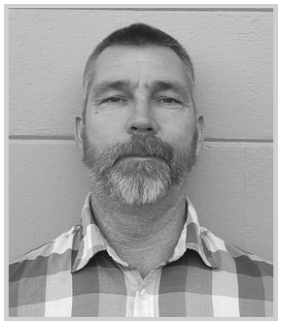
PEDRO VALENCIA, JR, EI | ENGINEERING INTERN

Pedro Valencia, Jr is an Engineering Intern who has performed planning, design, quality control reviews, and construction inspection of many aspects of airport improvement projects. He has proven himself to be detail-oriented, self-motivated, and great with time management. Pedro's responsibilities include civil and site design plans, part-time field inspection, construction specifications, and quantity cost estimates. He has completed projects such as airfield infrastructure design, airport pavement rehabilitation and reconstruction, stormwater design, and landside traffic design. Pedro has experience at New Smyrna Beach Municipal Airport working on the Taxiway A Reconstruction project.



MICHAEL KOTLOW | AIRPORT PLANNER

Michael Kotlow is responsible for the production of aviation planning projects including master plans, airport layout plans, benefit-cost analyses, runway length analyses, noise studies, and various specialty studies. He has worked within the aviation planning field since 2005, and has completed numerous projects for airports of all sizes throughout the U.S. Michael also holds extensive knowledge in the aviation planning field. Michael has experience at New Smyrna Beach Municipal Airport as a Senior Planner on the Master Plan Update.



SHANE SWINGLE | CONSTRUCTION INSPECTOR

Shane Swingle has over 23 years of experience in construction engineering and inspection (CEI) of asphalt, concrete paving, earthwork, lighting and signage, drainage, and maintenance of traffic (MOT). He has been responsible for CEI senior inspector duties related to extensive roadway widening with major utility and drainage modifications as well as large airfield rehabilitation projects.



DANIEL CRUZ, PE | CONSTRUCTION INSPECTOR

Daniel Cruz, PE is a Resident Engineer with extensive experience in management, inspection, and quality control of construction projects. His areas of expertise include promoting safety; ensuring contract documents are properly executed; Owner / Client, contractor, subconsultant, and stakeholder coordination; preparation of daily reports, weekly status reports, meeting minutes, change orders, certification logs, and submittal and RFI logs; evaluation and breakdown of certifications for payment; project schedule updates; preparation of cost estimates; and preparation of as-built drawings.



WILLIAM HINKLE, PSM | SURVEYOR

Dewberry

William Hinkle, PSM, has over 44 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, and horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William has worked as the Project Manager on the Airport Substations TA2 project for the City of New Smyrna Beach.



JULIE SULLIVAN | ENVIRONMENTAL & NOISE

Julie has over 24 years of experience as a regulatory specialist and a Federal Aviation Administration (FAA) Qualified Airport Wildlife Biologist. She has provided the full range of environmental services from planning through design, construction, and post-construction compliance for numerous airport projects. Julie is experienced in providing comprehensive National Environmental Policy Act (NEPA), wetland, listed species, mitigation, wildlife, and environmental permitting services. A former regulator, her relationships with state agencies, U.S. Army Corps of Engineers (USACE), and numerous other regulatory agency staff allow her to facilitate expedited project review and approvals for her airport clients.



MICHAEL ARNOLD, LEED AP | ENVIRONMENTAL & NOISE

Mike Arnold has more than 34 years of aviation planning, noise, and environmental project experience at more than 130 domestic and international airports. He has prepared numerous forecasts, facility requirements and alternatives analyses, project definition/ justification studies, and has participated in airport/aircraft compatibility analyses for more than 60 airports. Mike has managed and supported more than 50 airport noise and land use compatibility-related studies and has participated in and led several controversial environmental studies for a wide range of projects including new runways, new terminal configurations, and major airfield reconfigurations. His extensive noise experience involves virtually every possible type of noise and operational related issue at many of the busiest and most complex GA and commercial passenger airports in the world.



JAMES L. MOORE, AIA, NCARB | ARCHITECT

With over 22 years of professional experience in the architectural industry, James Moore has extensive knowledge in federal/governmental, aviation, commercial buildings, worship facilities, retail developments, entertainment venues, K-12, and higher education sectors. James' technical expertise includes establishing project design and production schedules, coordinating the construction documents with the consultants, providing comprehensive quality control, and ensuring compliance of the design with all applicable code agency requirements; all while maintaining project management and client relationships



IVAN MARCANO, PE | GEOTECH

Ivan Marcano has over 35 years of geotechnical engineering and construction project management experience and has practiced in North America, South America, and the Caribbean. Ivan's geotechnical experience includes deep and shallow foundation evaluations and recommendations including driven and cast in-place concrete piles, ground improvement (i.e. vibro-replacement, preloading/surcharging) to minimize settlement, and/or increase allowable bearing pressures, and embankment and pond slope stability analyses.

Subconsultant Team

Cal-Tech Testing, Inc. - Geotechnical & Construction Materials Testing

Cal-Tech Testing, Inc. was established in 1980 as an engineering and construction materials testing firm. Over the last several years, the firm has grown in size and expertise with additional engineering and field services to meet the highly specialized needs of the construction, engineering, and environmental marketplace.

Cal-Tech maintains fully operational drill rigs for the performance of Standard Penetration Test Borings, Auger Borings, Rock Coring, and Monitoring Well Installation, Dynamic Cone Penetrometer, and Static Cone Penetrometer and Foundation Evaluation. Other tests include Field Permeabilities and Double-Ring Infiltrometer. With a reliable team of experienced professionals and state-of-the-art equipment, they offer a wide range of services tailored to meet your unique requirements. They are committed to delivering high-quality results that ensure the success and safety.

AVCON and Cal-Tech have successfully been working together since 2006 and have completed over 70 projects, including two recent projects at EVB - Admin Building and Taxiway B Rehabilitation

Dewberry - Surveyor

Dewberry is a firm that provides cost-effective surveying and mapping, construction staking, as-builts, utility designation, and SUE for utilities, municipal, roadway, and civil development projects. The firm is well-equipped with state-of-the-art equipment to handle on-call assignments and provide immediate response time. It currently holds survey contracts for a variety of public and private clients, including the City of New Smyrna Beach, Florida Power and Light, Tampa Bay Water, the Florida Department of Transportation (FDOT) Districts One, Two, and Five, Orange, and Volusia County, the Cities of Deltona and Orange City, and the Central Florida Expressway Authority. These assignments include all of the required tasks outlined in the RFQ, with a diverse mix of assignments. Dewberry possesses deep support in personnel, equipment, and computer processing resources to handle all survey and mapping tasks.

Dewberry has collaborated with AVCON on several projects.

- New Smyrna Beach Mun. Airport (Sub to AVCON)
- Airport Terminal/Hangar (Sub to AVCON)
- Calhoun County Airport AsBuilt(Sub to AVCON)
- Calhoun County Airport Topography (Sub to AVCON)
- Upgrade Airfield Lighting (Sub to AVCON)
- Airfield Drainage Improvements (Sub to AVCON)
- North Taxiway A Extension (Sub to AVCON)
- Baker Landfill (Sub to AVCON)
- Wright Landfill (Sub to AVCON)
- Niceville Landfill (Sub to AVCON)
- Franklin County Airport Fence (Sub to AVCON)
- Five-Year Technical Reports (Sub to AVCON)
- Franklin County Airport (Sub to AVCON)
- Niceville Landfill RAP (Sub to AVCON)
- Airport Terminal/Hangar (Sub to AVCON)
- Aplachicola Airport (Sub to AVCON)
- Baker Landfill (Sub to AVCON)
- Niceville Landfill (Sub to AVCON)
- Wright Landfill (Sub to AVCON)
- Airport Master Plan Update (Sub to AVCON)
- Restore Expeditionary Road (Sub to AVCON)
- Fuel Farm Replacement (Sub to AVCON)

Subconsultant Team

Environmental Science Associates (ESA) - Environmental and Noise

Environmental Science Associates (ESA) is a full-service environmental consulting and planning firm with more than 50 years of experience in all aspects of project planning, environmental assessment, natural resource management, and regulatory compliance. Founded in 1969, shortly before the enactment of the National Environmental Policy Act (NEPA), ESA is an employee-owned, science-based firm with core values that promote sustainability and environmental management.

ESA's full suite of planning and environmental capabilities encompasses project planning through design and permitting to construction and post-construction compliance. ESA has facilitated environmental approvals for some of the most challenging project impacts and has successfully partnered with AVCON on projects ranging from the Orlando Sanford International Airport (SFB) Runway 9L / 27R Runway Extension Environmental Assessment to the Chenault International Airport (CWF) Noise Analysis and the on-call contracts at Sebring Regional Airport (SEF), Okaloosa County Airports and Kissimmee Gateway (ISM).

ESA and AVCON have completed more than 30 projects over 25+ years, some of which include:

- Aircraft Noise Modeling for numerous airports
- CatEx for Rehab of Runway 18-36 at St. Pete-Clearwater International Airport
- Daytona Beach International Airport GEC Services
- DeFuniak Springs Airport Access Road Realignment
- DeFuniak Springs Airport Gopher Tortoise Relocation
- Kissimmee Gateway Airport Wildlife Hazard Assessment
- Naples Airport Environmental Strategy
- Okaloosa County Airports Multi-Year Contract
- Sebring Airport Authority GEC Services
- Sebring Regional Airport Wildlife Hazard Assessment
- St. Augustine Airport Wildlife Hazard Assessment
- St. Pete-Clearwater International Airport Flight Procedure Review
- St. Pete-Clearwater International Airport Wildlife Hazard Management Plan
- Tallahassee International Airport FAR Part 150 Study
- Tampa Executive Airport Runway 5-23 Rehabilitation
- Titusville-Cocoa Airport Authority Master Planning Services

KMA Design Group - Architecture

KMA Design Group is a Service-Based architectural design, planning and interior practice that has operated since May 2008. Located in Winter Park, they have proudly served Central Florida for the last 16 years. KMA Design Group shares a common "hands-on" work ethic, which puts great emphasis on building relationships through exceptional client service.

KMA's marketing philosophy is laser-focused and simple: Quality is better than Quantity and identifying clients that they know to be ethical, and fair is critical. The firm shares a common "hands-on" work ethic, which puts great emphasis on building relationships through exceptional client service. Their philosophies for project approach, professional goals, and client relationships align perfectly with the clients they serve. KMA provides the quality and service other firms promise yet, far too often, fail to deliver… Experienced, Principal Level Involvement at all project phases and a Dedicated Client Focused Approach. It is this philosophy that has allowed them to build a healthy, sustainable, and financially successful architectural design practice.

Within the last five (5) years, they have completed over 165 projects for 15 different "Owner's Groups". Of those different Owner Groups, they have had the privilege of servicing six (6) Aviation Clients including New Smyrna Beach Municipal Airport, the City of Umatilla, the Greater Orlando Aviation Authority (GOAA), Flagler Executive Airport, Leesburg International Airport, and Martin County Airport.

KMA and AVCON have been working together since 2022 and are currently working on the EVB ATCT Rehabilitation project.

Experience with FAA and FDOT



For more than a quarter century, AVCON and its key staff members have developed a proven track record of working with the Federal Aviation Administration staff at the Orlando Airports District Office as well as the Regional Office in Atlanta. The firm's open and continuous dialogue with these agencies has allowed AVCON to build hundreds of millions of dollars in airport and airfield infrastructure using the best practices available, including both FAA standards and FAA-approved Modifications to Standards (MOS) where project enhancement was possible with only nominal or no increase in cost. This dialogue has included all levels of the FAA organization from grants and planning, to the various ADO program managers to various levels in the Regional and HQ offices.

AVCON has designed virtually all airside projects using FAA design standards, from grading and typical sections to pavement strengths, geometrics and separation standards, to FAR PART 77 requirements and regulations, and lighting. As active participating members of the Airport Consultants Council (ACC) and Illuminating Engineering Societies, Airfield Lighting Committee, AVCON is regularly called upon to review and comment on DRAFT Advisory Circulars before implementation of new design criteria and standards as they are formalized and published.

AVCON is also experienced and capable in the development of project bid documents utilizing a system of Alternate Bid Schedules to enable incremental construction to increase or decrease construction costs within a single project bid phase, depending on the overall bid pricing and related market conditions. This process serves to maximize grant funding and eligibility in advance of known funding commitments. The Engineer and the Owner must maintain flexibility to advance the projects, in whatever increment can be accommodated, to maximize the availability of airport funding.

Experience in Obtaining and Administering FAA and FDOT Grants

AVCON and its project management staff have years of experience and a thorough understanding of airport projects and the need for positioning them to capture maximum funding from grant-making agencies. Ideally, the process is initiated during the development of the CIP during the master plan process. During this process, each project is fully vetted and a source of funding (FAA, DOT, SIS funding, Airport Bonds, O&M Funding, and other funding sources) is identified.

Some examples of AVCON's Grant Funding Experience include:

- FAA AIP
- Property Acquisitions
- Economic Development Grants
- USDA Rural Development Grants
- Noise Funding
- FDOT Grants
- REA Grants for Rural Utility Expansions
- EDA and EDC Grants

AVCON has achieved an excellent record of maintaining a competitive advantage for its clients in seeking both State and Federal Assistance. To do this, AVCON works with the Airport Manager or his/her designee to constantly maintain a proactive outlook for project opportunities, year-end funding, multi-modal opportunities, other non-standard funding, and project advancement options. AVCON commits to continually and proactively support these efforts on all elements of a project as may be requested by the City.

These granting agencies include the FAA AIP Program and FAA Airport Noise Program, as well as FDOT Aviation Grants, FDOT SIS Grants, Florida Economic Development Grants, and other programs that have been used or may apply to EVB projects. AVCON has also supported numerous capital programs using local funding, bond funding, and other funding sources.

Experience With FAA and FDOT Grants

The availability of grant funding is always a challenge for airports. The myriad of requirements that must be met for project funding eligibility can be confusing and, in some cases, difficult to meet. AVCON has established a strong reputation for working closely with its clients and agencies in navigating through the various prerequisites needed to be able to obtain both federal and state grant funding. The table below highlights some recent projects AVCON has obtained funding on:

Project Name / Location	Entity Involved	Services Provided	Amount of Grant
Apron Expansion and Beacon Rehabilitation (X23)	FAA/FDOT	Approximately 4,500 SY of aircraft parking apron expansion and a connector to the parallel taxiway. Additionally, replace the existing airport rotating beacon, rehabilitate the existing pole, and replace the power and control services.	$240,000
Taxiway A Rehabilitation (EVB)	FAA/FDOT	Rehabilitation of approximately 2500 LF of 50 ft wide taxiway pavement, and rehabilitation of the associated MIRL and airfield signage.	$3,325,000
West Apron Rehabilitation (DED)	FAA/FDOT	Rehabilitation of approximately 46,000 SY of asphalt aircraft	$2,515,000
Hangar Design and Construction (DED)	FDOT	Design and construction of 3 t-hangar buildings (20 units total). Project includes restroom facilities and concrete aprons.	$4,090,000

Commitment to Use the Same Personnel

AVCON is committed to the City and to maintaining the same personnel throughout the duration of the projects performed under this contract.

All members of the AVCON Team are prepared to bring forth the full resources necessary to provide for timely, responsible, and cost-effective planning and design solutions to meet the engineering and planning consulting needs of the New Smyrna Beach Municipal Airport. All members of the team have worked together on previous assignments at Florida Airports, and are experienced in task order services with highly successful results.

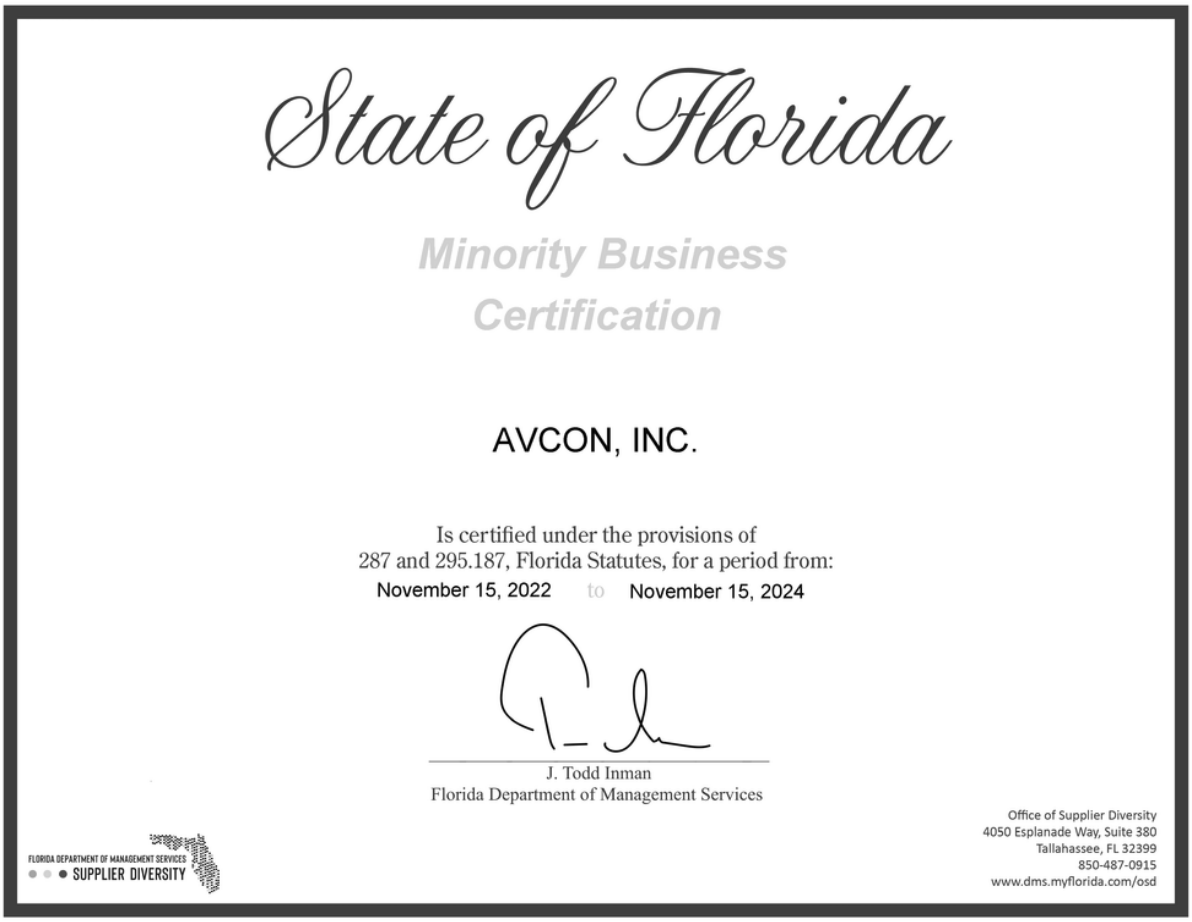
AVCON has adequate time available and personnel to complete services on schedule and within budget. In addition, with a staff of over 120 personnel, AVCON has additional backup staffing capability in the event of unforeseen circumstances. AVCON guarantees that the firm's staff and the team's proposed key personnel will meet and exceed project staffing needs.

AVCON Team Commitment

- Previous experience working together on past assignments with successful results—eliminating any learning curves and costly delays;
- Project Manager commitment;
- Ability to proactively work with EVB to anticipate and respond promptly to their needs;
- Full access to technical staff and resources to meet all the needs of the project; and
- Efficient and cost-effective implementation of project design and production of construction documents.

Minority Business Enterprise Certification

AVCON is a Certified Minority Business Owner (MBE) with the State of Florida Office of Supplier Diversity. AVCON is also certified at the National level through the National Minority Supplier Development Council.



State of Florida

Minority Business Certification

AVCON, INC.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
November 15, 2022 to November 15, 2024

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

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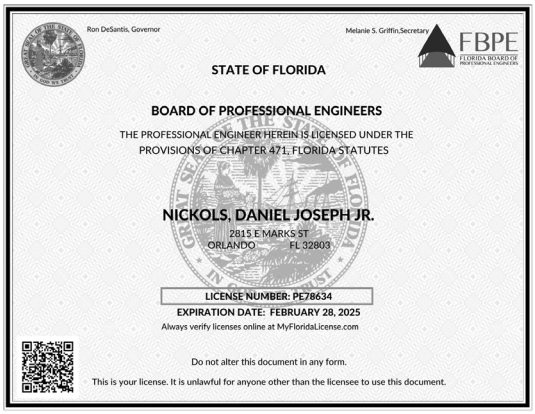
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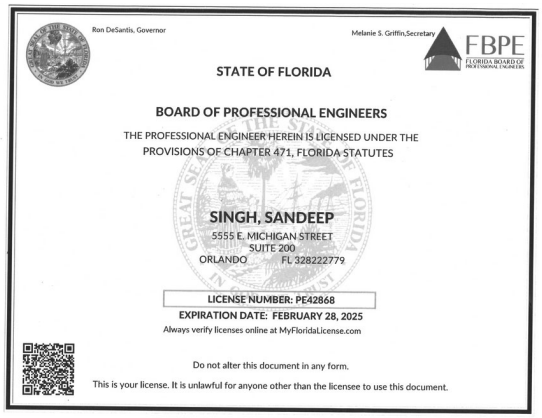
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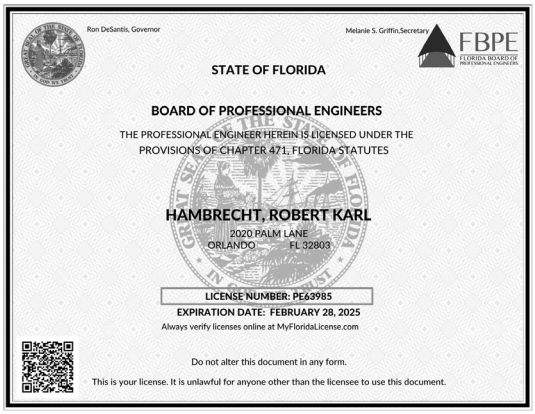
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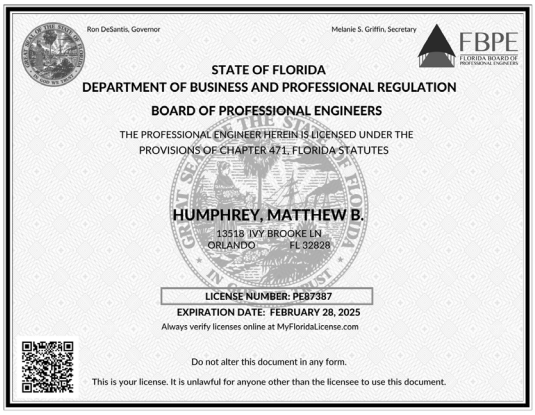
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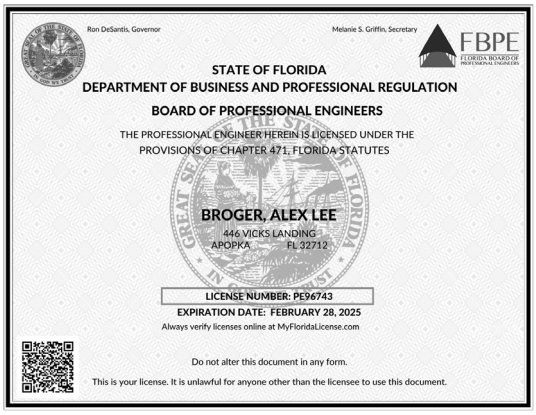
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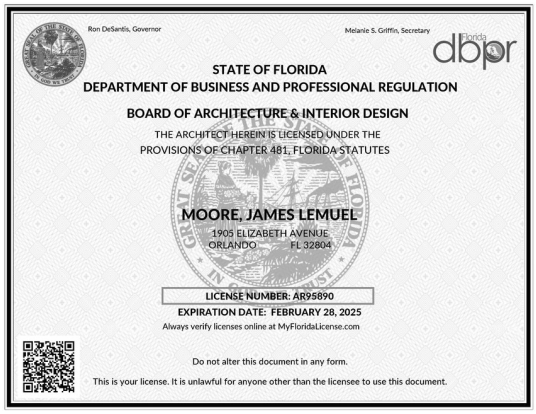
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TAB 4
EXPERIENCE



AVCON

PROFESSIONAL ENGINEERING & PLANNING CONSULTING SERVICES, NEW SMYRNA BEACH MUNICIPAL AIRPORT, FL





Completed On-Schedule & In-Budget

Contact Name: Arvin Weese, Airport Manager, New Smyrna Beach Municipal Airport
Address: 602 Skyline Drive New Smyrna Beach, FL, 32168
Phone: (386) 410-2681
Email: aweese@cityofnsb.com

AVCON has served as a Prime Consultant to the City of New Smyrna Beach and the New Smyrna Beach Municipal Airport since 2019 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Runway 7/25 RSA Study (2019): AVCON reviewed the options proposed by the Master Plan for Runway 7/25, determined if any other alternatives were available, and what the viability of those alternatives would be. Tasks included reviewing current documents previously developed such as the Master Plan and FDOT Inspection Report; reviewing existing and currently proposed declared distances; researching the published take-off and landing distances of the aircraft of tenants currently using the Runway; researching typical aviation insurance policies; researching the leases of the tenants located at the ends of and along either side of Runway 7/25; researching the nature of the wetlands located to the west of Sunset Drive; developing up to Six Alternatives; and providing Order of Magnitude cost estimates for each proposed alternative. *Professional Services - $16,000*

Hangar F Rehabilitation (Ongoing): Services include a site visit to gather information regarding deficiencies, preparation of structural repair documents and cost estimate, bid phase support, and construction administration including structural shop drawing review, responding to RFIs, and site visits to observe construction progress. *Construction Cost - $581,300*

ATCT Rehabilitation Construction Administration (Ongoing): Services include in-field site visits to examine construction progress; associated field reports are provided for each visit; systems installation, bidding, and commissioning. *Construction Cost – Original Amount: $347,246.40, Current Amount: $374,331.95 (Change order for unforeseen conditions)*

Taxiway B Reconstruction and Runway 7-25 Pavement Removal (2023-Ongoing): This project consists of the design and bidding of the Taxiway B Reconstruction and Runway 7-25 pavement removal project, which generally includes the removal of pavement from both the Runway 7 and 25 ends to correct runway obstacle free zone (ROFZ) violations, realignment of Taxiway B connectors at both runway ends, reconstruction and geometry corrections of Taxiway B east of Runway 11-29, and rehabilitation and geometry corrections of Taxiway B west of Runway 11-29. Also included in this project is the removal of portions of existing abandoned airfield pavements, modifications and upgrades to existing airfield lighting and signage, new pavement markings, associated grading and drainage improvements for Taxiway A, and stormwater permitting through SJRWMD.
Construction Cost – Preliminary Estimate: $4,549,000

AIRPORT GENERAL CONSULTANT OF RECORD SERVICES, KISSIMMEE GATEWAY AIRPORT, FL

AVCON has served as a Prime Consultant to the City of Kissimmee and the Kissimmee Gateway Airport since 2008. Samples of projects completed under this continuing contract have included:

Completed On-Schedule & In-Budget

Contact Name: Shaun Germolus, AAE, Director of Aviation
Address: 401 Dyer Boulevard, Kissimmee, FL 34741
Phone: (407) 847-4600
Email: shaun.germolus@kissimmee.gov

New Electrical Vault (2014-2015 Design, 2018-2022 Construction): AVCON was responsible for the design of the building's electrical/lighting and sizing of vault equipment and ALCS system. AVCON also provided an electrical site plan to indicate the power services lines, transformer pad locations, generator housing, control cable (hardware or fiber optic), airfield homeruns, etc. Some specific elements of the project included: electrical service for the airfield lighting vault which powers both the vault and ATCT; energy-efficient LED lighting throughout the facility; grounding/lightning protection including a complete UL master label lightning protection system; a complete, addressable fire alarm and mass notification system; and a L-890 Airfield Lighting Control and Monitoring System (ALCMS) to monitor and control the constant current regulators, airport beacon, utility power and generator power systems. *Construction Cost - Original: $2,972,000, Final: $3,269,109 (Change orders for time and additional services)*



Taxiway E Extension (24 End) (2016-2023): This project consisted of the construction of Taxiway Echo pavement and run-up area, adjacent compass rose, edge lighting, grading, marking, and relocation of navigational aids. The project also included a medium-intensity taxiway lighting system, upgrading the system's constant current regulator, vault work, cable and duct markers, junction bases, ground rods, and other electrical items necessary to meet FAA standards. Work included the removal of one or more existing hangar buildings and foundations, associated apron pavements, underground utilities, tanks, and other facilities that obstructed the proposed alignment and construction of the Taxiway Echo improvements. *Construction Cost - Original: $5,335,040, Final: $5,335,040*

Secondary Weather Sensor ATCT MEL - AWOS – Design/Build (2020-2023): This project comprises the preparation of a design/build performance criteria package. Services include locating the Auxiliary Weather Sensor on the Airport and updating the ALP; formulating performance specifications for the AWOS components; preparing plans, details, contract documents, and specifications project manual for bidding to contractors; submitting FAA 7460-1 and Site Location plans for permission from FAA to build the AWOS; and complete bid phase services. *Construction Cost - Original: $311,000, Final: $311,000*

Master Plan and ALP Update (2021- 2024): The last Master Plan update for this reliever airport to Orlando International Airport was completed in 2004, and many changes have occurred in the airport since then. This Master Plan Update will document the changes that have occurred in the last 17 years, including full-length parallel taxiways on both runways, a new airport administration building, the re-alignment and widening of Hoagland Boulevard to the west, and the new Martin Luther King Boulevard and round-about to the north. Most importantly, this Master Plan Update will provide planning for an airport welcoming a Cirrus Aircraft sales and service center and several related clients to the airport. The golf course that previously occupied the southern quadrant of the airport has now closed. This master plan will provide planning to include the resulting parcel into aviation-related and industrial park facilities that can serve the airport and the City of Kissimmee well into the future. *Professional Services - $464,204.00*

GENERAL CONSULTING SERVICES, SPACE COAST REGIONAL AIRPORT, MERRITT ISLAND AIRPORT, AND ARTHUR DUNN AIRPARK, FL

AVCON has been providing general consulting services to the Titusville Airport Authority and its airports since 2018. Projects completed under this general consulting services contract have included:

Runway 18-36 Rehabilitation (TIX) (2023-Ongoing): The objectives of this project are to extend the useful life of the runway pavement and enhance the safety of air operations at TIX. The blast pads are being rehabilitated and airfield lighting adjustments are anticipated with the pavement rehabilitation. New regulatory markings will be provided for all new pavement surfaces and the runway will be grooved upon completion of the project. The project also includes the rehabilitation of the portion of Runway 9-27 at the intersection of Runway 18-36. The Runway 9-27 mainline pavement and paved shoulders will also be addressed along with the airfield lighting and signage at the intersection. The project requires extensive coordination with the Airport Authority staff and Airport Stakeholders as the design of this project progresses. *Engineer's Estimate - $15,288,850*

Completed On-Schedule & In-Budget

Contact Name: Kevin Daugherty, AAE, Director of Airports
Address: 51 Bristow Way, Titusville, FL 32780
Phone: (321) 267-8780 x203
Email: kdaugherty@flyspacecoast.org



Space Coast Regional Airport (TIX)

PAPI Replacement (X21) (2019-2022): The main component of the project comprised the construction of new PAPI-2 units and electrical infrastructure on both ends of Runway 15-33. The existing PAPI-2 units were demolished. This project also included Obstacle Clearance Surface (OCS) and Light Signal Clearance Surface (LSCS) survey and penetration analysis. An FAA flight check was required at the completion of the installation. Additional work included improvements to the existing electrical vault to accommodate the new PAPI-2 units and earthwork and grading around the existing and proposed PAPI-2 locations. The vault roof was also replaced in this project. *Original: $241,400, Final: $234,890*



Merrit Island Airport (COI)

Fuel Farm Relocation (TIX) (2022-Ongoing): This project includes the development of a Design Criteria package to enable the bidding and construction of an Airport Fuel Farm Facility. The fuel farm consists of one Jet A Tank and one Avgas Tank and the scope of work includes assisting the airport with locating the facility and sizing the tanks. In addition, a Spill Prevention Control and Counter Measures (SPCC) Plan with Mandatory Training is being completed. *Engineer's Estimate - $1,543,945*

Air Traffic Control Tower (TIX) (2022-Ongoing): This project comprises a new Air Traffic Control Tower (ATCT) and associated sitework including extending airfield lighting control and associated utilities to the new ATCT; addressing vehicular access, parking, security fencing, and drainage; minor modifications to the airfield lighting vault; and design of utilities such as water, sewer, electric, fire protection, and communications. *Engineer's Estimate - $11,259,500*



Arthur Dunn Airport (X21)

PROFESSIONAL ENGINEERING SERVICES, DELAND MUNICIPAL AIRPORT, FL

AVCON has served as a Prime Consultant to the City of DeLand and the DeLand Municipal Airport since 2019 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Completed On-Schedule & In-Budget

Contact Name: John Eiff, Airport Manager
Address: 1000 Flight Line Boulevard, DeLand, FL 32724
Phone: (386) 626-7243
Email: eiffj@deland.org

West Apron Rehabilitation (2020-Ongoing): The project consists of rehabilitating most of the existing West Apron area (approximately 46,000 SY in size) that was originally constructed as Runway 18-36 in 1942 for the US Navy. This runway was decommissioned after World War II, and the pavement was converted for use as an apron and taxilanes for general aviation aircraft. The rehabilitation includes removing the entire old asphalt surface course (via milling), milling approximately 2" of the existing lime rock base and then scarifying fine grading, and recompacting the remaining lime rock base to enhance drainage and accommodate the minimum bituminous pavement section layers and thickness required by the FAA for aircraft weighing less than 60,000 lbs. New aircraft parking areas with tie-down anchors are also being provided, and new apron taxiways are being delineated with pavement markings to define the taxiway edge. *Engineer's Estimate - $3,172,260*

Wildlife Hazard Management Plan (WHMP) (2021-2022): The WHMP was initiated to alleviate potential risks of wildlife strikes within and adjacent to the Air Operations Area (AOA) at DED. This WHMP follows the protocols outlined in 14 CFR Part 139.337 and Advisory Circular (AC) 150/5200-38. The WHMP incorporates DED's Wildlife Hazard Assessment (WHA) (2016) recommendations; a list of DED staff responsible for implementing the WHMP; a prioritized list of activities and projects; applicable local, state, and federal regulations; DED resources available for wildlife hazard abatement; procedure for annual review of the WHMP; and requirements for annual WHMP training. In addition, the WHMP addresses the management of species not originally observed during the WHA. *Professional Services - $40,292.00*



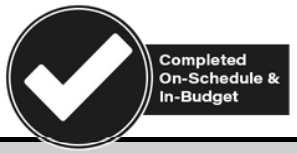


Hangars (2020-Ongoing): The project consisted of design, bidding, and construction phase services for 3 Box Hangar buildings and one T-Hangar building. AVCON optimized the available space to fit the largest T-hangar building based on the City's decision to build "stacked" or "nested" T-hangars. The project also comprised all necessary drainage and utility connections to serve each new hangar building, including connector access drives to each hangar unit; hangar area lighting; utilities (water, sewer connections); coordination with Duke Energy on electrical service for the entire site; security fence and gate(s); Box Hangar Buildings comprising Pre-engineered Metal Buildings (PEMB), one restroom for each building, electrical power service, hydraulic cantilever door system, overhead lighting / electrical outlets.
Original: $2,620,022, Current: $3,846,309 (Project is ongoing, Airport included an additional T-hangar by change order after original contract award.)

CONSULTING ENGINEERING SERVICES, OKEECHOBEE COUNTY AIRPORT, FL

AVCON has served as a Prime Consultant to Okeechobee County and the Okeechobee County Airport since 2005 providing planning, design, bidding support, and construction administration and inspection services. Projects have included:

Parking Lot Expansion and Access Road (2022-Ongoing): This project involved the replacement and reconfiguration of the existing parking lot and hangar access road associated with the General Aviation terminal building. The parking was reconfigured and expanded to accommodate 98 parking spaces. Stormwater drainage facilities were modified to accommodate the additional pavement area. AOA fencing was also modified to accommodate the expanded parking lot. The existing road connecting the terminal parking lot to the end of Taxiway A provides access to the aviation use parcels along Taxiway A. This existing road was roughly 12-15' wide, in poor shape, with areas of deteriorating asphalt pavement or gravel. The design brought this road up to minimum design standards for a two-lane rural section. *Engineer's Estimate - $2,354,000.00*



Contact Name: Deborah Manzo, County Administrator, Okeechobee County
Address: 2800 NW 20th Trail Okeechobee, FL 34972
Phone: (863) 467-5505
Fax: (863) 634-1474
Email: dmanzo@okeechobeecountyfl.gov

Stormwater Master Plan (2023-Ongoing): Tasks include evaluation of wetland/water bodies, determining normal stages for outfalls, calculating existing pervious/impervious areas by quadrant, calculating water quality volumes for proposed projects, evaluating restricted areas for wet ponds, calculating flood plain fill volumes for individual projects, and performing preliminary design for regional ponds. *Professional Services - $169,700.00*

Obstruction Surveys and Clearing (2018-2020): This project involved survey, identification, and removal of obstructions to the approach surface for all runway ends for the airport, primarily tree clearing and fence relocation. *Construction Cost - Original: $118,669, Final: $140,910*

Master Plan Update (2017-2021): This AMPU was prepared to provide long-range airport improvement strategies to respond to the projected future demand for aviation and aviation-related services at the airport. The study considered future Airport improvements for the 20 years of 2017 to 2036. The Master Plan process identified the existing facilities, their conditions, and current and future aviation activity demands. Facility requirements were also developed to meet the aviation activity demands. *Professional Services - $266,483.00*



Runway 5-23 Rehabilitation (2020-2022): The purpose of this rehabilitation was to extend the useful life of the runway and taxiway pavement and to enhance the safety of operations at OBE. The project comprised three main tasks: 1) Pavement Rehabilitation of Runway 5-23 and Taxiway D, including minimum 50' tie-ins at crossing runways/taxiways for grade compliance and Non-Precision Instrument Marking; 2) New LED MIRL System; and 3) New LED PAPI system for Runways 5 and 23. *Construction Cost – Original: $3,574,584.50, Final: $3,572,334.45*



Litigation Statement: AVCON is currently a named litigant in a lawsuit brought by the Piedmont Triad Airport Authority. Details on this case are provided below:

- Date Claim Made: 4/30/2021
- Claim/Suit/Incident Name: Michael Baker et al vs. Piedmont Triad Airport Authority
- Date of Alleged Error: 4/24/2018
- Name & Location of Project: Piedmont Triad International Airport
- Claimant(s)/Plaintiff(s): Piedmont Triad Airport Authority
- Additional Defendant(s): Michael Baker Engineering, Inc., Michael Baker International, Inc., AVCON Engineers & Planners, Inc., APAC-Atlantic, Inc. and Liberty Mutual Insurance Company
- Nature of Claim & Allegations: Inadequate or insufficient construction admin services. Since completion of the construction project, Piedmont Triad has observed defects in the asphalt paving consisting of cracks throughout multiple areas of the surface, and has alleged insufficient engineering services by AVCON.

AVCON's role was limited to construction phase services, including resident project observation and material acceptance testing. AVCON was responsible for enforcing the design documents provided by Michael Baker Engineering, Inc. AVCON has contested its involvement based on its contracted role in enforcing project specifications provided in the Michael Baker Engineering, Inc. design documents. Claim is based in part in defining AVCON as Engineer on the project. AVCON is defending its position v. PTAA in that AVCON's role was solely to enforce the Baker documents by performing site observations and testing as prescribed in the documents. AVCON has refuted that it served in any way as "Engineer" and was not responsible for the design. AVCON further disputes that it directed any changes to the documents which may have led to the cracked (base and) asphalt as alleged by the PTAA claim.

Failure to Perform: AVCON has always met its obligations under all past contracts. AVCON has not failed to complete any work over the past five (5) years or since the formation of the company 36 years ago.

TAB 5

CLIENT REFERENCES



AVCON

City of Leesburg / Leesburg International Airport

Reference	Address	Phone	Email
Tracey Dean, Airport Manager	501 West Meadow Street, Leesburg, FL 34748	(352) 728-9786 ext.1130	tracey.dean@leesburgflorida.gov

City of Umatilla / Umatilla Municipal Airport

Reference	Address	Phone	Email
Scott Blankenship, City Manager	480 E Cassady Street, Umatilla, FL 32784	(352) 669-3125	sblankenship@umatillafl.org

City of Kissimmee / Kissimmee Gateway Airport

Reference	Address	Phone	Email
Shaun Germolus, AAE, Director of Aviation	401 Dyer Boulevard, Kissimmee, FL 34741	(407) 847-4600	shaun.germolus@kissimmee.gov

Titusville-Cocoa Airport Authority

Reference	Address	Phone	Email
Kevin Daugherty, AAE, Director of Airports	51 Bristow Way, Titusville, FL 32780	(321) 267-8780 x203	kdaugherty@flyspacecoast.org

City of DeLand / DeLand Municipal Airport

Reference	Address	Phone	Email
John Eiff, Airport Manager	1000 Flight Line Boulevard, DeLand, FL 32724	(386) 626-7243	eiffj@deland.org

TAB 6

FINANCIAL STABILITY / LITIGATION



AVCON

Financial Statement: AVCON is a financially strong firm and has the necessary resources, human and financial, to provide the services at the level required by The City of New Smyrna Beach and the New Smyrna Beach Municipal Airport.

AVCON, INC. is a closely held Subchapter S Corporation in the State of Florida. The firm's financial status may be discussed directly with AVCON's banker and accountant to confirm its current financial condition. These individuals are:

Meyada Soufan
Truist Investment Services, Inc.
400 South Park Avenue, Suite 200
Winter Park, Florida 32789
407.621-6248

Joe Mitchell, CPA
Schafer, Mitchell & Sheridan, P.A.
541 South Orlando Avenue
Orlando, Florida 32801
407.839.3330

Meyada Soufan, Senior Vice President / Truist Wealth, is aware of the firm's progress, capabilities, and financial strength. Joe Mitchell has been AVCON's accountant and has prepared the firm's tax returns and financial statements for over 20 years. AVCON has sufficient financial capability with an excellent credit reputation, an available, but not utilized $200,000 line of credit and the financial backing of the Owners. The company has operated essentially "debt-free" (with no long-term debt) for over 35 years.

Failure to Complete Work: AVCON has always met its obligations under all past contracts. AVCON has not failed to complete any work over the past five (5) years or since the formation of the company 36 years ago.

Dunn & Bradstreet Number: 60-672-0266

Litigation: AVCON is currently a named litigant in a lawsuit brought by the Piedmont Triad Airport Authority. Details on this case are provided below:

- Date Claim Made: 4/30/2021
- Claim/Suit/Incident Name: Michael Baker et al vs. Piedmont Triad Airport Authority
- Date of Alleged Error: 4/24/2018
- Name & Location of Project: Piedmont Triad International Airport
- Claimant(s)/Plaintiff(s): Piedmont Triad Airport Authority
- Additional Defendant(s): Michael Baker Engineering, Inc., Michael Baker International, Inc., AVCON Engineers & Planners, Inc., APAC-Atlantic, Inc. and Liberty Mutual Insurance Company
- Nature of Claim & Allegations: Inadequate or insufficient construction admin services. Since completion of the construction project, Piedmont Triad has observed defects in the asphalt paving consisting of cracks throughout multiple areas of the surface, and has alleged insufficient engineering services by AVCON.

AVCON's role was limited to construction phase services, including resident project observation and material acceptance testing. AVCON was responsible for enforcing the design documents provided by Michael Baker Engineering, Inc. AVCON has contested its involvement based on its contracted role in enforcing project specifications provided in the Michael Baker Engineering, Inc. design documents. Claim is based in part in defining AVCON as Engineer on the project. AVCON is defending its position v. PTAA in that AVCON's role was solely to enforce the Baker documents by performing site observations and testing as prescribed in the documents. AVCON has refuted that it served in any way as "Engineer" and was not responsible for the design.AVCON further disputes that it directed any changes to the documents which may have led to the cracked (base and) asphalt as alleged by the PTAA claim.

TAB 7

ACCEPTANCE OF CONDITION



AVCON

AVCON has no exceptions to the general terms and conditions of the RFQ. There are no exceptions to the insurance or any other requirements listed in the RFQ.

TAB 8

CITY REQUIRED FORMS



AVCON

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach, FL

Before me, the undersigned authority, personally appeared Sandeep Singh, PE

who was duly sworn, deposes, and states:

1. I am the President of AVCON, INC. 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 13-24-AIR, Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport.**
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.

Sandeep Singh, PE	President
Typed Name	Title
Sandeep Singh	March 25, 2024
Signed	Dated

Sworn to and subscribed before me this 25th day of March 2024.

Personally known ✓ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Orange

James Akin

Printed, typed, or stamped commissioned name of notary public

My commission expires: 3/1/2027

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Sandeep Singh, PE, being first duly sworn, deposes and says that:

He/she is President of AVCON, 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.

Sandeep Singh
Signed

President
Title

Subscribed and sworn to before me this 25th day of March, 2024

James Atkinson

Secretary
Title

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

My Commission Expires: 3/1/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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 Sandeep Singh, PE
(Print Individual's Name and Title)
for AVCON, INC.
(Print Name of Entity Submitting Sworn Statement)
whose business is 5555 E Michigan Street, Suite 200, Orlando, FL 32822

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2890463

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,

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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.

Sandrupadhyay
(Signature)

Sworn and subscribed before me this 25th day of March, 2024 ~~2022~~.

Personally known X

OR produced identification _____

_____
(Type of Identification)

James A Kriss
(Notary)

Notary Public State of Florida

My commission expires: 3/1/2027

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

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: AVCON, INC.

Consultant E-Verify Registration Number: 402816

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: Sandeep Singh

Print Name: Sandeep Singh, PE

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 25th Day of March, 2024. S/He is personally known to me or has produced _____ As identification.

Notary Public State of Florida
James Andrew Kriss
My Commission HH 338127
Expires 03/01/2027

Notary Public

My commission expires: 3/1/2027

VENDOR INFORMATION

BID #:	13-24-AIR
BID TITLE:	Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport

Respondent Information	
Company Name: AVCON, INC.	Federal Employer Identification Number or SS Number: 59-2890463 DUN Number: 60-6720266
Mailing Address: 5555 E Michigan Street, Suite 200	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Orlando, FL 32822	Incorporated in the State of: Florida
Corporate Address: 5555 E Michigan Street, Suite 200	What kind of business: "For Profit" or "Not for Profit" **For Profit** Is Firm in good standing: (Yes) or No
City, State, Zip Code: Orlando, FL 32822	Authorized to transact business in Florida (Yes) or No
Telephone No. 407-599-1122	State of Florida Department of State Certificate of Authority Document No: K22990
Email Address: ssingh@avconinc.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Sandeep Singh, PE	Vice President: Rick Baldocchi, PE
Secretary: Jim Kriss, PE	Treasurer: Jim Kriss, PE
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

Sandeep Singh, PE
Printed Name

Title: President

Date: March 25, 2024

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:_____ Current Vendor ✓

DATE: March 25, 2024

VENDOR NAME: AVCON, INC.

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Engineering

DEPARTMENT:

PREPARED BY: Sandeep Singh, PE

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
5555 E Michigan St.	5555 E Michigan St.	5555 E Michigan St.
ADDRESS	ADDRESS	ADDRESS
Suite 200	Suite 200	Suite 200
Orlando, FL	Orlando, FL	Orlando, FL
CITY/STATE	CITY/STATE	CITY/STATE
32822	32822	32822
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Sandeep Singh, PE

E-MAIL: ssingh@avconinc.com

OFFICE PHONE: 407-599-1122

FAX: 407-599-1133

MOBILE PHONE: **407-947-1585**

FEDERAL TAX ID#: 59-2890463

DUNS Number: 60-6720266

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AVCON, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5555 E Michigan Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32822

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

Employer identification number
5	9	–	2	8	9	0	4	6	3

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 ► *Sandra Speight* Date ► December 6, 2023

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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.

AVCON, INC. / Sandeep Singh, PE
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

President
OFFICER TITLE

March 25, 2024
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.

Sandeep Singh ,President
Authorized Signature and Title

Date: March 25, 2024

Sandeep Singh, PE
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 # 13-24-AIR described as:

_____.

AVCON, INC. Firm	March 25, 2024 Date
Sandeep Singh, President Authorized Signature and Title	Sandeep Singh, PE Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

TAB 9
ADDENDUMS



AVCON

ADDENDUM 1
RFQ 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 14, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

Clarification: 4.1. Scope of Services

Incorrect statement: Projects may require FAA and FDOT grant assistance and assistance in complying with CFR 200 guideline.

Corrected statement: Projects may require FAA and FDOT grant assistance and assistance in complying with 2CFR 200 guidelines.

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): Jack Thompson, Jr., CM, LEED AP Proposer Signature: 

AVCON, INC.
Firm Name (Please Print)

ADDENDUM 2
RFQ 13-24-AIR: PROFESSIONAL ENGINEERING AND PLANNING CONSULTING SERVICES FOR THE CITY OF NEW SMYRNA BEACH AIRPORT
MARCH 19, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 13-24-AIR: Professional Engineering and Planning Consulting Services for the City of New Smyrna Beach Airport, issued February 27, 2024.

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.

1. **Question:** If a firm is a current vendor of the City and no revisions to the Vendor Summary are required, does a completed Vendor Summary form need to be included in the SOQ submission? Question regarding: Attachment D - Required City Forms - Non-Notarized (page 2)
   Answer: Yes, all required forms need to be completed and submitted with a proposal.

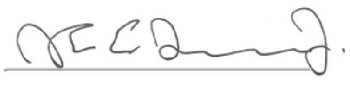
2. **Question:** Is there a DBE participation goal for this contract?
   Answer: The Airport is in the process of updating our DBE Goals for FY24-FY26. That information is not available at this time.

3. **Question:** Does the City anticipate that there will be interviews/presentations for shortlisted firms?
   Answer: No as the requested services are CCNA related. The received submittals are scored based on the criteria in Section VI of the solicitation document. The natural break in the final scores will help determine how many firms will be recommended in an award of contract.

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): Jack Thompson, Jr., CM, LEED AP Proposer Signature: 

AVCON, INC.
Firm Name (Please Print)

5555 EAST MICHIGAN STREET
SUITE 200

407.599.1122

AVCONINC.COM



AVCON

ATTACHMENT A
COMPENSATION SCHEDULE

2024 HOURLY RATES
NEW SMYRNA BEACH MUNICIPAL AIRPORT

Classification	Billable Hourly Rate
Principal	$310.00
QC Reviewer	$290.00
Sr Proj Mgr	$240.00
Sr Engineer	$220.00
Sr Planner	$200.00
Project Manager	$175.00
Project Engineer	$150.00
Engineer	$125.00
Planner	$110.00
CADD Designer	$90.00
Sr Inspector	$145.00
Inspector	$125.00
Contract Administrator	$120.00
Administrative	$80.00

SIXTH AMENDMENT

TO THE

CONSULTING ENGINEERING AGREEMENT

AT

NEW SMYRNA BEACH MUNICIPAL AIRPORT

NEW SMYRNA BEACH, FLORIDA

Building Assessments

Planning Services

This Amendment is entered into this _____ day of _____, 2024 by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter referred to as the "**CITY**," and **AVCON, INC.**, hereinafter referred to as the "**ENGINEER**."

1. Description of Project

A. Building Assessments - Planning Phase Services

The ENGINEER shall provide basic and special engineering services, as described in Sections 1 and 2, of the Prime Agreement, ATTACHMENT A – SCOPE OF SERVICES, and ATTACHMENT B - HOUR AND FEE PROPOSAL for the New Smyrna Beach Municipal Airport, herein after referred to as the PROJECT.

2. Scope of Professional Services, Milestones or Deliverables

This Amendment includes ENGINEERING SERVICES associated with the PROJECT. The PROJECT includes the tasks as outlined in EXHIBIT A – SCOPE OF SERVICES.

3. Basis of Compensation/Period of Services

Basis of Compensation/Period of Services are as follows:

1. Services described under Enclosures: ATTACHMENT A – SCOPE OF SERVICES, ATTACHMENT B - HOUR AND FEE PROPOSAL, and ATTACHMENT C – KMA DESIGN GROUP PROPOSAL for Building Assessments - Planning Phase Services, will be conducted over a 3-month period after the notice-to-proceed is issued by the CITY. Project activities will be conducted in accordance with a project schedule to be developed. Any extension of the project timeline will require coordination between the ENGINEER and the CITY, and acceptance by both parties.

2. For ENGINEERING SERVICES as outlined in Section 2 above, the CITY shall pay the ENGINEER the lump sum fee of **$63,755.00.**

WHEREAS parties hereto have entered into a contract for itemized Professional Services dated May 14, 2024, and whereas parties hereto desire to amend said contract for purpose of accomplishing certain of these Professional Services, now therefore, in consideration of the mutual covenants hereinafter contained said contract is amended as follows:

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Amendment to the Agreement for Consulting Engineering Services to be executed on the date first mentioned above.

AVCON, INC.

By:

Sandeep Singh, P.E.
President

CITY OF NEW SMYRNA BEACH,
a Florida Municipal Corporation

By:

Fred E. Cleveland
Mayor

Enclosures: ATTACHMENT A – SCOPE OF SERVICES
ATTACHMENT B – HOUR AND FEE PROPOSAL
ATTACHMENT C – KMA DESIGN GROUP PROPOSAL

ATTACHMENT A

SCOPE OF SERVICES

New Smyrna Beach Municipal Airport

Building Assessments

Planning Phase Services

PROJECT DESCRIPTION:

The CONSULTANT has prepared a scope of work and fee for the assessment of fourteen (14) existing building located at the New Smyrna Beach Municipal Airport.

DESIGN AND BIDDING PHASE SERVICES:

The planning phase services are detailed in Attachment C – KMA Design Group Proposal. The assessments will include:

- Non-destructive, visual investigation of fourteen (14) existing buildings
- Evaluation and documentation of each building to determine feasibility of repairs and modifications to be in the accordance and requirements of the 2023 Florida Building Code 8th Edition & 2023 Florida Fire Prevention Code 8th Edition
- A report prioritizing the current conditions and deficiencies and providing corrective recommendations

Deliverables include electronic copies of draft and final reports.

END OF ATTACHMENT A

ATTACHMENT B - HOUR AND FEE PROPOSAL
BUILDING ASSESSMENTS - PLANNING PHASE SERVICES
NEW SMYRNA BEACH MUNICIPAL AIRPORT

08/07/2024

TASK	DESCRIPTION	Principal		Sr. Project Manager		Sr. Engineer		Admin		Labor		Subconsultant Cost
		Rate/Hour:	$ 310	Rate/Hour:	$ 240	Rate/Hour:	$ 220	Rate/Hour:	$ 80			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	**Planning Phase Services**											
1.1	Building Assessments	4	$ 1,240	0	$ -	8	$ 1,760	0	$ -	12	$ 3,000	$ 60,755
	Subtotal	**4**	**$ 1,240**	**0**	**$ -**	**8**	**$ 1,760**	**0**	**$ -**	**12**	**$ 3,000**	**$ 60,755**
	Total	**4**	**$ 1,240**	**0**	**$ -**	**8**	**$ 1,760**	**0**	**$ -**	**12**	**$ 3,000**	**$ 60,755**

Total Project Fee	**$ 63,755**

DESIGN GROUP, LLC
architecture ▪ planning ▪ interiors

March 11, 2024

Mr. Jack E. Thompson, Jr., C.M., LEED AP
Director of General Aviation Services
AVCON, Inc.
5555 E. Michigan St., Suite 200
Orlando, FL 32822
P: (407) 793.3171
Jthompson@avconinc.com

Reference: **New Smyrna Beach Airport Existing Building Assessments – A/E Professional Design Services**

Dear Mr. Thompson,

Per your request, I am providing you with this A/E scope and fee proposal for the above referenced project.

Scope of Work:
We understand this scope of work shall consist of the investigation and assessment of Fourteen (14) existing buildings located on the New Smyrna Beach Airport property in New Smyrna Beach, Florida, 32168. Buildings identified below:

- 333 South Street Hangar
- Executive Hangar (2096 and 2098 Aero Circle)
- T-Hangar D
- North Hangar: 2022 Aero Circle
- South Hangar: 604 Skyline Drive
- North Hangar: 1996 Aero Drive
- South Hangar: 1994 Aero Drive
- T-Hangar E
- T-Hangar G
- T-Hangar H
- 1501 Airway Circle
- 404 United Drive
- 408 United Drive
- 412 United Drive

Scope of Services:

KMA Design Group's scope of services shall include the following:

- Non-destructive, visual investigation of Fourteen (14) existing buildings; est. being on-site for Three (3) days.
- Evaluation and documentation of each building to determine feasibility of repairs and modifications to be in the accordance and requirements of the 2023 Florida Building Code 8th Edition & 2023 Florida Fire Prevention Code 8th Edition.

- Provide a report that prioritizes the current conditions and deficiencies and provide corrective recommendations as required.
- There shall be a One (1) week period for the Owner to review the DRAFT building assessment report for comments to be incorporated for the FINAL report is issued.

SCHEDULE
KMA Design Group, LLC shall provide deliverables at the following milestones:

- Visual Existing Building Assessment (estimated at approximately 1 week)
- Existing Building Assessment DRAFT Report (estimated at approximately 2 weeks)
- DRAFT Report Review with Owner Comments (estimated at approximately 1 week)
- Incorporate Owner Comments for FINAL Report (estimated at approximately 1 week)

Assumptions:

We assume the following regarding the above referenced project:

- All reimbursable expenses for travel have been included within the fee.
- AVCON is the prime consultant and will manage the project. KMA will manage their subconsultants.
- AVCON is responsible for all printing as KMA will provide A/E PDF files accordingly.
- All Information from the Owner and AVCON provided to KMA Design Group, LLC shall be considered accurate and correct. Extra work or work done over because of inaccurate or incorrect information supplied by the Owner and AVCON shall be paid for as Additional Services.
- If, due to an error or omission by KMA Design Group, LLC, any required item, or component of the project is omitted from the construction documents, KMA Design Group, LLC and its consultants shall not be responsible for paying the cost to add such an item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project.

Services Excluded from this Fee Proposal:

- A/E Professional Design and Construction Documents
- Construction Observation/ Administration Services
- Bidding Services
- High Quality “Finished”/ Presentation Renderings
- Civil Engineering/Surveying/Geotechnical Services
- Full Fire Protection Engineering/Design
- Landscape/ Irrigation Design Services
- DRC/TRC Meetings
- Public Presentations / Workshops
- Fixture, Furniture and Equipment Selections
- 3rd Party Design Review
- LEED/Green Globes or related Sustainable Documentation Services
- IDF/MDF Design
- AV System Design
- Permitting Fees
- Exterior Site Lighting/Photometrics
- Low Voltage System Design (this includes data systems, access control, security, A/V, IT, and all other low voltage systems)
- Printing Costs
- M/E Commissioning Services
- Material Color Boards

- Threshold Inspections
- Interior Design Services / Themed Lighting
- 602 Skyline Drive (being performed under a different project)
- T-Hangar F (being performed by Grass Creek Construction)

A/E Fee:

We propose to provide the above-described scope of services for a total fee of **Fifty-Nine Thousand Dollars and Zero Cents ($59,000.00).**

A/E Building Assessment Fees Breakdown:

• Architectural:	$ 16,500.00
• Structural:	$ 16,500.00
• MEP/FP:	$ 7,500.00
• Roofing & Building Envelope:	$ 18,500.00
Grand Total	**$ 59,000.00**

OPTIONAL – Scissor Lift Rental for Roof Access for 3 days (if not owner provided): $ 1,755.00

Billing will be monthly, based upon percentage of services completed and reimbursable expenses.
If the Owner suspends or cancels the project, the Architect shall be compensated for all services performed, including consultant fees, payroll, and other directly related expenses prior to notice of such suspension.

We hope this meets with your approval and are available to discuss with you any aspect of the information contained herein. I remain committed to serving you with my fullest capabilities.

Sincerely,

James L. Moore, AIA, NCARB
KMA Design Group, LLC.
Owner / Principal

Ph: (407) 810.2606
E-Mail: jmoore@kmadg.net

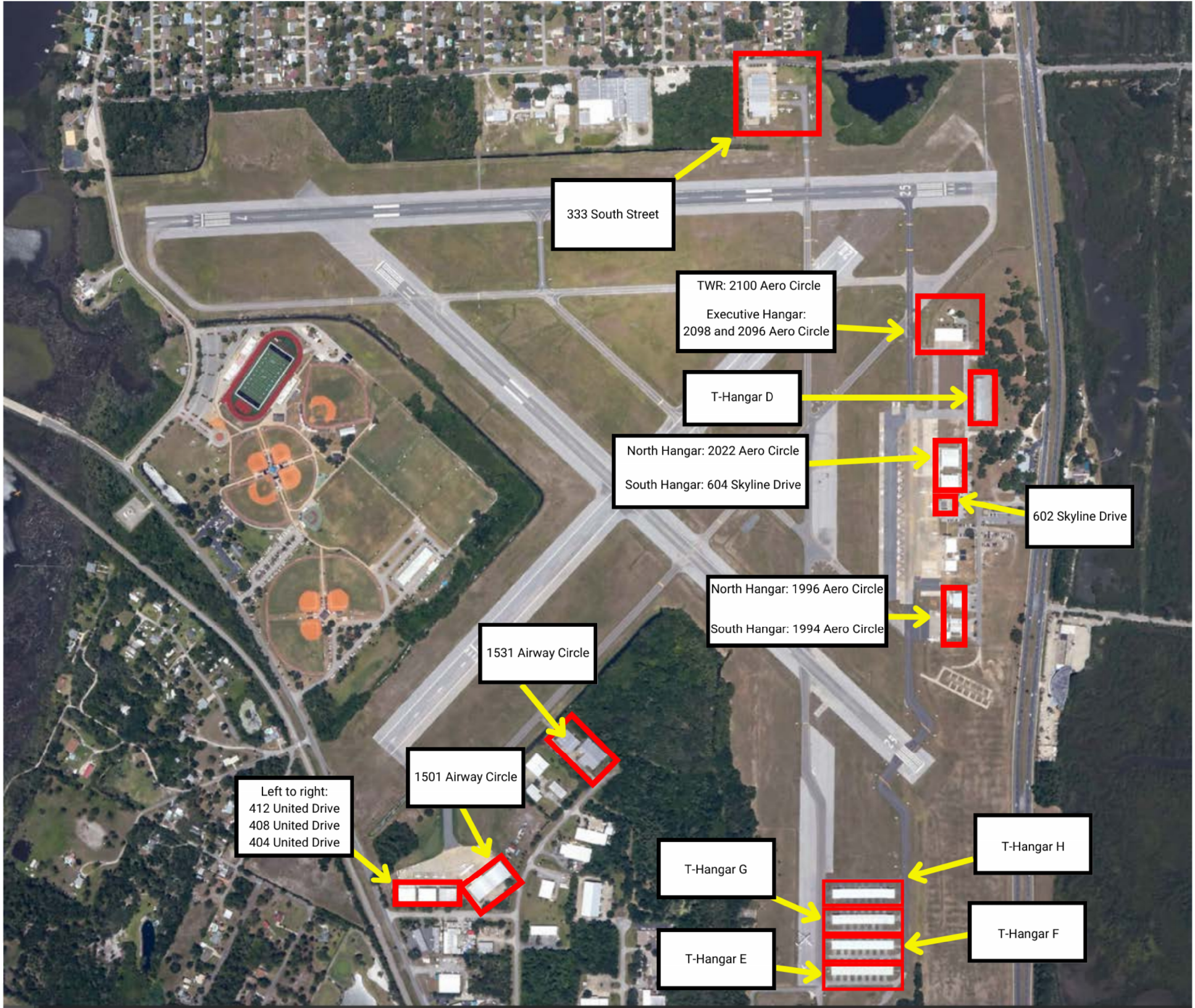

333 South Street
TWR: 2100 Aero Circle
Executive Hangar:
2098 and 2096 Aero Circle
T-Hangar D
North Hangar: 2022 Aero Circle
South Hangar: 604 Skyline Drive
602 Skyline Drive
North Hangar: 1996 Aero Circle
South Hangar: 1994 Aero Circle
1531 Airway Circle
1501 Airway Circle
Left to right:
412 United Drive
408 United Drive
404 United Drive
T-Hangar G
T-Hangar H
T-Hangar E
T-Hangar F

EXHIBIT J

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hylant - Orlando
1025 Greenwood Boulevard Suite 285
Lake Mary FL 32746

License#: 23894

CONTACT NAME: Catherine Goff
PHONE (A/C, No, Ext): 407-740-5550 **FAX (A/C, No):** 407-740-5522
E-MAIL ADDRESS: orlandocommercial@hylant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Admiral Insurance Company	24856
INSURER B : Travelers Indemnity Co of Amer	25666
INSURER C : The Travelers Indemnity Company	25658
INSURER D : Travelers Casualty Ins Co Amer	19046
INSURER E :	
INSURER F :	

INSURED
AVCON, INC.
5555 East Michigan Street Suite 200
Orlando FL 32822

AVCOINC-01

COVERAGES **CERTIFICATE NUMBER:** 1208132175 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			680007S607425	10/6/2023	10/6/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA7S607609	10/6/2023	10/6/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ 1,000,000 $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUP007S607855	10/6/2023	10/6/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB007S607763	10/6/2023	10/6/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			EO000047468-06	10/6/2023	10/6/2024	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Engineering & Planning Consulting Services for the City Airport City of New Smyrna Beach is named as an additional insured as respects the general liability if required by written contract.

CERTIFICATE HOLDER

City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach FL 32168-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Judy K. Wilson

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THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) HISTORIC WESTSIDE PRESERVATION GRANT (50-50 MATCHING GRANT) APPLICATION FOR THE MARY S. HARRELL BLACK HERITAGE MUSEUM TO PAINT THE EXTERIOR OF THE MUSEUM LOCATED AT 314 N. DUSS STREET AND THE ADJACENT HERITAGE HOUSE FOR ELIGIBLE FACADE IMPROVEMENTS.

September 24, 2024

Background:

On August 8, 2023, the Community Redevelopment Agency Board and City Commission approved the Historic Westside Preservation 50-50 Matching Grant Program and Guidelines for Eligible Exterior Improvements up to $50,000 each.

On June 27, 2023, the CRA Board awarded a Gap Grant of $42,800 to the Mary S. Harrell Black Heritage Museum as supplemental funding with a Florida Department of State African American Cultural and Historical Grant Award of $139,200 for exterior facade and property improvements to build the museum annex (known as the Heritage House) adjacent to the museum. The work was completed, and the grant has been closed out.

Findings:

The applicant provided 3 quotes for painting the exteriors of the two buildings: the color will be white.
Harmony in Color $ 15,440.25
JPL Painting LLC $11,500.00
New Visions $9,890.00

Staff Recommends Approval of the Historic Westside Preservation 50-50 Matching Grant to the Mary S. Harrell Black Heritage Museum and Heritage House.

Fiscal Analysis:

The FY 24 - 25 Budget for Historic Westside Preservation Grant Program is $100,000. (City line code: 12551502:583003)

Strategic Plan Item:

Yes

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

Mary S. Harrell Black Heritage Museum Application.pdf
Mary S. Harrell Black Heritage Museum Brochure.pdf
Harmony Quote.pdf
JPLQuote.pdf
New Visions Quote.pdf
Mary S Harrell Black Heritage Museum Photos 2024-09-06.pdf
2024 09 24 Mary S. Harrell Black Heritage Museum - CRA Historic Westside Perservation Grant Agreement .pdf

NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

Historic Westside Preservation Grant
Program Overview & Application

I. PROGRAM PURPOSE

The City of New Smyrna Beach Community Redevelopment Agency (CRA) Historic Westside Preservation Grant Program is designed to provide funding assistance for **exterior only façade and property improvements of designated local landmarks within the Historic Westside Neighborhood.** The program would adhere to the Secretary of the Interior's Standards, and the City of New Smyrna Beach Historic Preservation policies and guidelines.

II. APPLICANT & PROPERTY ELIGIBILITY

Eligible applicants include any legally established non-profit organization that owns or leases property within the Historic Westside neighborhood and provides educational or healthcare services to the public.

Eligible properties include any property that is acknowledged by the City of New Smyrna Beach as a designated local landmark or site within the Historic Westside neighborhood.

III. ELIGIBLE PROJECT ITEMS

In general, the intent of the guidelines is to restrict funding to visible improvements to the exterior façade or property of the historic structure or to assist with improvements to the building to ensure its economic viability by meeting applicable building codes.

1. Improvements to the **exterior** of the building façade or property include the following:
    a. Exterior wall repair (stucco, brick, or wood repairs and replacement)
    b. Exterior doors/windows (trim pieces)
    c. Signage
    d. Roof replacement or repair
    e. Landscaping around the building (irrigation included)
    f. Decorative exterior façade improvements (i.e., awnings, canopies etc.)
    g. ADA improvements
    h. Exterior lighting
    i. Exterior fencing (excluding chain link, barbed wire, and wood panels)
    j. Exterior painting
    k. Public utilities and infrastructure

***Items not listed above will not be considered for grant approval.**

IV. PROGRAM & PROJECT FUNDING

Within a fiscal year (October 1-September 30), the Historic Westside Preservation Grant Program will be funded, on a first-come and first qualified applicant basis, with available funds from the CRA's applicable Trust Fund. Projects that exceed the CRA Board approved budget allocation within a fiscal year will require a budget amendment and subsequent pre-approval of the CRA Board or City Commission.

A. Limit on Allocation of Funds

An application to the program does not guarantee that a project will be fully funded.

B. EXTERNAL PROJECT FUNDING RESOURCE DISCLOSURE

If an applicant receives other funding resources (i.e., grants, loans etc.) for an eligible project, the applicant must disclose those resources to the CRA during the time of application. Based on other project funding resource information, CRA staff will determine CRA grant funding contribution options for the project. Funding options may include gap funding or matching reimbursement funding.

V. PROGRAM ADMINISTRATION

CRA/Economic Development staff is responsible for the management of the program. The program is subject to overall policy direction and general oversight by the City of New Smyrna Beach CRA Board (i.e., City Commission). All projects must be approved by the CRA Board before any work begins.

Grants will be administered following the City's purchasing policies. CRA staff will receive and process recommendations for approval. CRA staff will work with the grant applicant to ensure the grant applications comply with the codes and ordinances of the City of New Smyrna Beach.

VI. PROGRAM KEY PERFORMANCE REQUIREMENTS

To measure program success, **Key Performance Indicators (KPI)** and **Return on Investment (ROI)** components have been established.

Key performance indicators include:

- **Number of beneficiaries served**: This KPI tracks how many people in the community benefited from the non-profit's services over a 3-year period.
- **Beneficiary growth over time**: This KPI looks at how the number of people served changes over a 3-year period.

*After receipt of grant funds, an applicant will be required to submit periodic written reports on the KPIs to the CRA.

Return on Investment considerations include:

- **Land and Building Value trends**: Based on the façade/property improvement scale and scope of work, CRA staff will utilize Volusia County Property Appraiser data to measure land and building valuation trends on the property over a 3-year period.

*Periodic valuation reports will be provided to the CRA Board/City Commission for consideration.

A. General Application Review and Approval Process

1. Applicant (owner) contacts CRA staff or downloads a Historic Westside Preservation Grant Application from the CRA page of the city's website. If the applicant is the lessee, written consent of the owner should be attached to the application. The application must be submitted to the CRA to be considered (Reference the Application Checklist for application instructions)
2. Applicant provides CRA staff with a detailed outline of the proposed project and non-profit based educational or healthcare program services. This will include:
    a. Non-profit educational or healthcare-based service narrative.
        - The narrative needs to:
            - Explain what services are being offered
            - Indicate how many beneficiaries or individuals are served
            - Indicate how many beneficiaries are expected to be served over the subsequent 3 years.
            - Provide a program budget
    b. Photographs, clearly showing existing conditions.
    c. Detailed drawing, to approximate scale, showing proposed improvements.
    d. Written specifications outlining scope of work..
    e. Façade/Property Improvement project budget, showing (3) contractor firm estimates of all work items.
        - Applicant obtains 3 cost estimates for the proposed project and submits to CRA staff. If obtaining 3 cost estimates is not feasible, the applicant will be responsible for providing the CRA staff with written proof that estimates were not received by a company.
3. CRA staff reviews the project information to ensure compliance with program guidelines.
4. If the CRA Historic Preservation Grant application is program compliant, the applicant must contact the city's **Historic Preservation Officer** (HPO) at **(386) 410-2833** and submit a **Historic Preservation Commission Certificate of Appropriateness Application.** The HPO reviews the application and works with the applicant to schedule a Historic Preservation Commission (HPC) Meeting. The HPC meeting will determine if the application obtains a **Certificate of Appropriateness.**
5. If the project receives HPC approval and a **Certificate of Appropriateness**, CRA staff will work with the applicant to obtain authorized applicant signatures/notaries for a **CRA Grant Agreement and Affidavit**. Then, CRA staff will schedule a CRA Board/City Commission meeting to present the project for CRA Grant approval consideration.
6. If approved by the CRA Board/City Commission, project work can begin after all necessary permits etc. have been issued by the City's Development Services staff. During this phase, CRA staff will provide an award letter to the applicant that will include additional grant compliance requirements and guidance.
7. Upon completion of the project, CRA staff inspects and approves CRA Board approved work as well as monitors compliances with the CRA Grant Agreement etc.

B. Grant Payments Process:

1. Grant payments: Subject to the terms and conditions of the Grant Agreement, payment will be made within approximately ninety (60) days from the CRA receiving the following:
   a) Detailed invoices for approved and completed CRA project items
   b) Building Department Inspection forms and completed final inspections (if applicable)
2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule to facilitate the timely completion of some of the approved CRA project items.

C. Permits and Contractors

1. Construction work for buildings must be done by a licensed contractor.
2. **EXAMPLES OF PERMITS WHICH MUST BE PULLED INCLUDE BUT ARE NOT LIMITED TO:**
   Electrical
   Awnings
   Signage
   Renovation – Structural Renovation or Structural Aesthetic Changes

No permits are needed for painting. Paint colors must be approved by CRA Staff

PROGRAM ACKNOWLEDGEMENT (REQUIRED)

I have read, understand, and accept the program overview and guidelines set forth above for the CRA Historic Preservation Grant Program

314 N DUSS STREET NEW SMYRNA BEACH, FLORIDA 32168

Property Address City, State, Zip Code

ANN HARRELL

Applicant Name **(Please Print)**

Ann Harrell

Applicant Signature

APPLICATION CHECKLIST

Every application package must include ALL the following items before it will be processed and considered for approval.

☐ TAB 1: Written detailed description of the improvements to be done to the property

☐ TAB 2: Copy of valid IRS Tax Exemption Certification or proof of current tax-exemption status is required.

☐ TAB 3: Copy of Business Tax Identification (if applicable)

☐ TAB 4: Copy of Occupational Licenses

☐ TAB 5: Copy of Warranty Deed,

☐ TAB 6: Copy of Lease (if applicable),

☐ TAB 7: Copy of Property Appraisal Records

☐ TAB 8: Plans or sketches (if applicable)

☐ TAB 9: Rendering of completed project (needed for presentation purposes)

☐ TAB 10: Site plan and plant list for landscape projects

☐ TAB 11: Third-party cost estimates from three (3) Florida licensed contractors

☐ TAB 12: Estimated timeline or project schedule

☐ TAB 13: Evidence of financial ability to pay for the project (approved loan, cash account, line of credit, funding commitment letters etc.)

☐ TAB 14: Completed Application

☐ TAB 15: Completed Checklist

HISTORIC PRESERVATION GRANT PROGRAM APPLICATION
(Complete All Sections, if not applicable enter or write: N/A)

APPLICANT

Name: Ann Harrell

Address: 314 N DUSS STREET

City, State: NEW SMYRNA BEACH, FLORIDA 32

Zip Code: 32168 Phone Number: 386-295-0676

E-mail: aharrell595@aol.com

BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Mary S. Harrell Black Heritage Museum BOARD OF DIRECTORS

Address: 314 N Duss Street

City, State: NEW SMYRNA BEACH, FLORIDA

Zip Code: 32168

OWNER OF PROPERTY (if not the applicant)

Name: _____

Address: _____

City, State: _____

Zip Code: _____ Phone Number: _____

E-mail: _____

FAÇADE/PROPERTY IMPROVEMENT PROJECT INFORMATION

Exterior painting of the Mary S Harrell Black Heritage Museum ~~and the adjacent Heritage House aka Shot Gun House same color~~ WHITE and the adjacent Heritage House aka Shot Gun House same color

Select all applicable improvements for the property.

ITEM	ESTIMATED COST	ITEM	ESTIMATED COST
Exterior Wall Repair (stucco, brick, or wood repairs and replacement)		**ADA improvements**	
Exterior Doors/Windows (includes trim pieces)		**Exterior Lighting**	
Signage		**Exterior fencing (excluding chain link, barbed wire, and wood panels)**	
Roof Replacement or Repair		**Exterior painting**	$12,000
Landscaping around the building (irrigation included)		**Public utilities and infrastructure**	
Decorative exterior façade improvements (i.e., awnings, canopies etc.)		**TOTAL ESTIMATED COST (Add up all project costs and enter here)**	

Name of **LICENSED** General Contractor for the Project: _____

_____

Address of General Contractor: _____

City, State _____ Zip Code _____

Phone Number of General Contractor: _____

Email for General Contractor: _____

Estimated Total Project Cost: $_____ Grant Amount Requested: $_____

SOURCES OF PROJECT FUNDING (OTHER THAN CRA GRANT)

_____

_____

NON-PROFIT PROGRAM OR SERVICE DESCRIPTION

_____

OUR MISSION IS TO COLLECT, PRESERVE, INTERPRET AND EXHIBIT THE HISTORY AND CULTURE OF AFRICAN AMERICAN WITH SPECIAL EMPHASIS ON OUR LOCAL E HISTORY, ESPECIALLY THE WESTSIDE COMMUNITY OF NEW SMYRNA BEACH.

APPLICATION AGREEMENT

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for a Historic Preservation Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the New Smyrna Beach Community Redevelopment Agency (NSBCRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The NSBCRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the New Smyrna Beach CRA or its agents to take photos of myself and myself and business to be used to promote the program.

ANN HARRELL

Applicant Name **(Please Print)**

Ann Harrell 6/20/24

Applicant Signature Date

Ann Harrell

Applicant Name **(Please Print)**

Applicant Signature Date

Property Owner Authorization Form

****<u>*To be completed only if the applicant is a tenant*</u>****

The undersigned owner of the existing building located at:

_____
Address

Certifies that:

_____
Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Historic Westside Preservation Grant Application. I understand and agree that neither the NSBCRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Historic Westside Preservation Grant to complete exterior facade and property improvements, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the New Smyrna Beach Community Redevelopment Agency (NSBCRA) arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the NSBCRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Historic Westside Preservation Grant Program.

_____
Property Owner Name

_____
Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

_____
Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____
OR Produced Identification: _____
Type of Identification Produced: _____

Property Owner Authorization Form

****<u>*To be completed only if the applicant is a tenant*</u>****

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the New Smyrna Beach Community Redevelopment Agency ("NSBCRA") and

_____ ("Applicant").

WHEREAS, Applicant has made application for a grant with the NSBCRA under the CRA Historic Westside Preservation Grant; and

WHEREAS, NSBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to NSBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, NSBCRA will reimburse Applicant the approved amount of $_____, (in no event shall NSBCRA pay more than $50,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:

By: _____

Print Name: _____

By: _____

Its: _____
"Applicant"

City of New Smyrna Beach CRA Board

_____
Chairperson

HISTORY OF THE MUSEUM

The Mary S. Harrell Black Heritage Museum is the cornerstone of the Historic West Side community in New Smyrna Beach, Florida. The Museum is located on N. Duss Street in the Historic West Side neighborhood, and resides in the old Sacred Heart/St. Rita church building, constructed in 1899.



Mary S. Harrell
Founder

The Museum displays a rich and varied collection of photos, oral histories, and memorabilia that tells the story of the people who live here. The collection educates citizens and students about the history and race relations in small town Florida over the course of the twentieth century. The oral histories and photographs speak of the hardships and triumphs of this African American community from the early 1900's to the present. These personal accounts of daily life make history come alive for young and old.

Mary S. Harrell, founder of the museum, knows the value of preserving history. She stated, *"Slavery and discrimination may be ugly, but the stories of the past, both good and bad, need to be told. I want the children to know, that was life then, and if you're not careful, you'll slip right back to it."* (Mary S. Harrell, *Daytona News Journal*, Sunday February 6, 2005).

The museum is operated by the Black Heritage Festival, Inc. of New Smyrna Beach, Florida and is a 501 C (3) organization. Small groups are encouraged to use the museum for meetings. There is no admission fee and the museum is open to the public.

COVER PAGE

1. Black Heritage Museum building constructed in 1899.
2. Museum interior.

PERMANENT EXHIBITS

- A collection of hundreds of photographs shows the Catholic Sisters of the Christian Doctrine and the part they played in molding the future of the African Americans here and in other areas in the State of Florida.
- More than one hundred replicas of African American inventions are on exhibit in the Museum with literature documenting them.
- The Florida East Coast Railroad exhibit chronicles the key role the railroad played in the social and economic development of the West Side community.
- The Heritage House, across the street from the museum, is a furnished Shotgun House, circa 1920.



- Chisholm High School, which was the first school for black children in Volusia County, was built and donated to the West Side community in 1916 by the late Leroy Chisholm. Photographs and information from the school create an historical exhibit on education in the West Side neighborhood.

FRIENDS OF THE MARY S. HARRELL BLACK HERITAGE MUSEUM

The Mary S. Harrell Black Heritage Museum has a "Friends Group" that assists by participating in one or more of the following activities.

- Hosting the Museum with another volunteer for an hour or two as scheduled. Museum volunteers greet visitors and direct them to various exhibits.
- Helping to plan activities for schoolchildren who visit the Museum.
- Assisting in the Museum office with tasks such as filing, setting up exhibits, and entering data into the computer.
- Working with the Museum Director in the care and maintenance of the exhibits.
- Assisting with Museum events and programs.

If you are interested in supporting the work of the Museum, please complete the form on the back of this brochure; enclose a check and mail to the Mary S. Harrell Black Heritage Museum, 314 N. Duss Street, New Smyrna Beach, Florida 32168. For more information, please call Jimmy Harrell, Executive Director, at 386-478-1934 or 386-416-9699.



Charter Members of the Board of Directors



Harmony In Color

Dustin Walters
2948 Juniper Drive
Edgewater, FL
32141
(386)307-2776
harmonyincolorllc@yahoo.com

ESTIMATE
EST0306

DATE
04/01/2024

TOTAL
USD $15,440.25

TO

Mary S. Harrell Black Heritage Museum

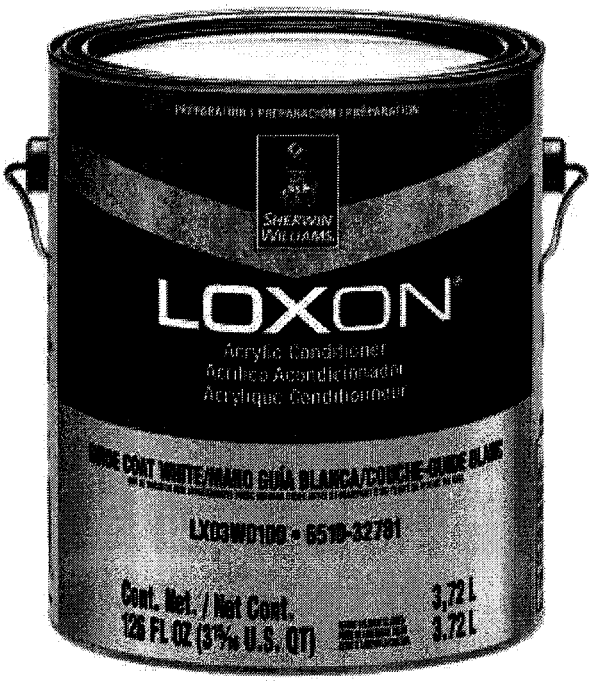
314 N Duss St
New Smyrna Beach, FL
32168
+14075093165
Cornelius.mike@rocketmail.com

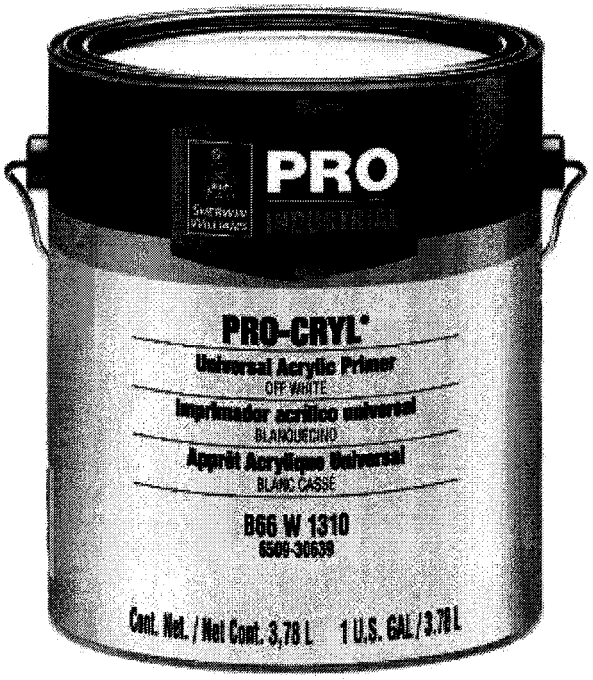
DESCRIPTION	RATE	QTY	AMOUNT
Pressure wash - to prepare surfaces to be painted, remove dirt/film, chalking, mildew, etc. ~ Remove what loose paint will come free by process of pressure washing and light scraping. ~ Loose/ Curled paint that doesn't come free by above process to be cut and scraped off, to a sound edge. Edges will be caulked to exposed surface. ~ Openings will be covered with plastic, to keep clean. ~ Sherwin Williams LoXon Guide Coat Acrylic Conditioner will be applied to any areas that are chalking, to bind chalking surfaces and ensure bond of topcoat. ~ Prime rust with Sherwin Williams Pro-Cryl	$4.25	3,633 Surface Feet Squared	$15,440.25

DESCRIPTION	RATE	QTY	AMOUNT
Primer. ~ Prime any raw wood with exterior wood primer. ~ Using Sherwin Williams 950A Siliconized Acrylic Latex Sealant, any existing, failing bead will be caulked. Any existing bead that is curling/ protruding will be cut out before re-caulking. ~ Siding/Trim - Brush/Roll/Spray two (2) coats Sherwin Williams Latitude Exterior Satin.			

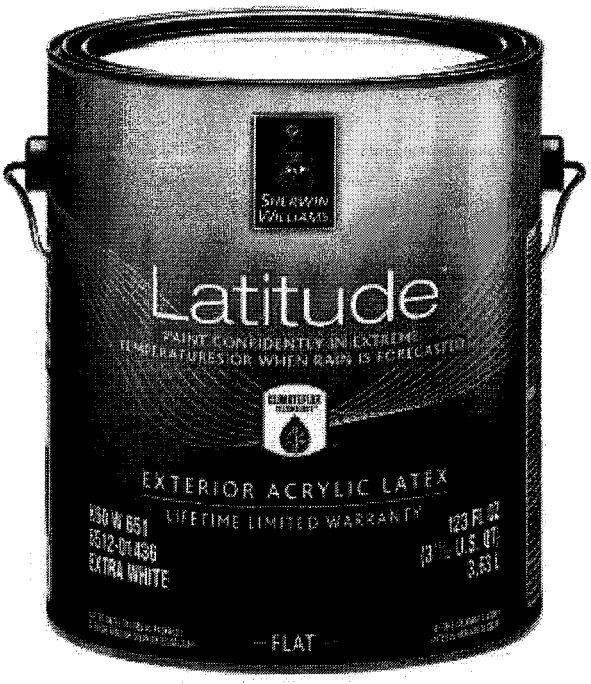
TOTAL	USD $15,440.25

NOTE: Price includes labor listed above and materials.






950A


Latitude
EXTERIOR ACRYLIC LATEX
LIFETIME LIMITED WARRANTY
FLAT

Harmony In Color

Dustin Walters
2948 Juniper Drive
Edgewater, FL
32141
(386)307-2776
harmonyincolorllc@yahoo.com

ESTIMATE
EST0316

DATE
05/02/2024

TOTAL
USD $3,590.00

TO

Mary S. Harrell Black Heritage Museum Shotgun House

314 N Duss St
New Smyrna Beach, FL
32168
+14075093165
BlackHeritageMuseum@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
SHOTGUN HOUSE	$2.50	1,436 Surface Feet Squared	$3,590.00

Pressure wash - to prepare surfaces to be painted, remove dirt/film, chalking, mildew, etc.
~
Remove what loose paint

DESCRIPTION	RATE	QTY	AMOUNT

will come free by process of pressure washing and light scraping.

~

Openings will be covered with plastic, to keep clean.

~

Sherwin Williams LoXon Guide Coat Acrylic Conditioner will be applied to any areas that are chalking, to bind chalking surfaces and ensure bond of topcoat.

~

Prime rust with Sherwin Williams Pro-Cryl Primer.

~

Prime any raw wood with exterior wood primer.

~

Using Sherwin Williams 950A Siliconized Acrylic Latex Sealant, any existing, failing bead will be caulked. Any existing bead that is curling/ protruding will be cut out before re-caulking.

~

Siding/Trim - Brush/Roll/Spray two (2)

DESCRIPTION	RATE	QTY	AMOUNT
coats Sherwin Williams Latitude Exterior Satin.			
		TOTAL	USD $3,590.00

NOTE: Price includes labor listed above and materials.



JPL Painting LLC
NSB, FL 32168
386-576-4730

Invoice #0125

Customer Quote

Customer Information

Name: Heritage House
314 N. Duss St.
NSB, FL

Contact Info:
Ann Harrell
386-295-0676

Tentative Start Date: TBD

Tentative Completion Date: TBD

Scope of Work	Amount
Exterior Building 1	
Pressure wash the exterior of building a chlorine solution	
Caulk around all exterior windows	
Remove existing lattice around the bottom of the Heritage House	
Install new lattice (Supplied by customer) in replace of the old lattice	
Apply loxon masonry sealer to exterior of building	
Apply Sherwin William's Super Paint Satin finish to the exterior of building including exterior doors	$9,500.00
Exterior Building 2	
Pressure wash the exterior of building a chlorine solution	
Caulk around all exterior windows	
Apply loxon masonry sealer to exterior of building	
Apply Sherwin William's Super Paint Satin finish to the exterior of building including exterior doors	$2,000.00
Total Amount including labor and material	**$11,500.00**

Customer Signiture:

Date:

This is a quote only. Upon signiture by customer stated herein, the following terms will be executed:
Cancellations will result in a possible non-refundable restocking fee for any materials purchased that are not returnable. This is due to special orders such as paint, flooring, remodels, cabinets, etc. Once the supplier has mixed the paint it cannot be returned. Tile, cabinets, wood, etc. havd to be measured and ordered per customer needs and specifications of project. Once measurements have been submitted for project, this is considered a special order and cannot be retured if there is a cancellation. Completion date is subject to change due to any unforseen circumstances or "force majeure".
Upon acceptance and signiture of quote by customer, payment terms apply. Form of payment accepted is cash or check only. Checks should be made payable to JPL Painting LLC. In the event of a "bounced check" there is a $50.00 service charge (subject to change) assessed to customers for each check returned by the bank, regardless of reason.In addition, JPL Painting LLC. may require that future payments be paid by certified/cashier's check, money order, or cash only.

Thank you for your business!

JPL Painting LLC
NSB, FL 32168
386-576-4730

Warranty

JP's Paint Co. Warranty

JP's Paint Co. offers a limited 3 month warranty that covers only defects in workmanship. You should understand that under no circumstances JP's Paint Co does not warrant and is not responsible for any defects in your exterior paint caused by extreme weather condition, outside elements, or other unrelated faults, including but not limited to, roof leaks, or low-quality customer-supplied paint.

Sherwin William's Paint Warranty

Lifetime Limited Warranty
This Limited Warranty is issued by The Sherwin-Williams Company only to those purchasers who purchase this coating and apply it to a Home. If this coating peels or blisters during the Lifetime of the purchaser (as defined below), Sherwin-Williams shall, upon presentation of proof of purchase to the store where the coating was purchased, supply replacement coatings to the purchaser in a quantity that is sufficient to repair the peeling or blistering or refund the original purchase price. For the purpose of this Limited Warranty: "Home" shall mean a single family residential dwelling; and "Lifetime" shall mean one of the following: (i) if you purchase the coating yourself and apply it yourself to a Home which you own, Lifetime shall mean the period beginning on the date that you purchased the coating and continuing as long as you own such Home; or (ii) if you purchase the coating yourself and apply it yourself to a Home which is owned by someone other than you ("Third Party"), Lifetime shall mean the period commencing on the date that you purchased the coating and continuing so long as such Third Party owns such Home. This Limited Warranty shall not apply to any defect or damage resulting from improper surface preparation, structural defects, failure of a previous paint or improper application of the coating, as described in the directions on the label of this container. This Limited Warranty may not be transferred or assigned.
SHERWIN-WILLIAMS' ENTIRE LIABILITY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS FOR THE COATING WHICH PEELS OR BLISTERS OR THE REFUND OF THE ORIGINAL PURCHASE PRICE. THIS WARRANTY EXCLUDES (1) LABOR AND COSTS ASSOCIATED WITH LABOR FOR THE APPLICATION OR REMOVAL OF ANY PRODUCT, AND (2) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State.

JPL Painting LLC
NSB, FL 32168
386-576-4730

Invoice #0125

Customer Quote

Customer Information

Name: Heritage House
314 N. Duss St.
NSB, FL

Contact Info:
Ann Harrell
386-295-0676

Tentative Start Date: TBD

Tentative Completion Date: TBD

Scope of Work	Amount
Exterior Building 1	
Pressure wash the exterior of building a chlorine solution Caulk around all exterior windows Remove existing lattice around the bottom of the Heritage House Install new lattice (Supplied by customer) in replace of the old lattice Apply loxon masonry sealer to exterior of building Apply Sherwin William's Super Paint Satin finish to the exterior of building including exterior doors	$9,500.00
Exterior Building 2	
Pressure wash the exterior of building a chlorine solution Caulk around all exterior windows Apply loxon masonry sealer to exterior of building Apply Sherwin William's Super Paint Satin finish to the exterior of building including exterior doors	$2,000.00
Total Amount including labor and material	**$11,500.00**

Customer Signature: **Date:**

This is a quote only. Upon signature by customer stated herein, the following terms will be executed:
Cancellations will result in a possible non-refundable restocking fee for any materials purchased that are not returnable. This is due to special orders such as paint, flooring, remodels, cabinets, etc. Once the supplier has mixed the paint it cannot be returned. Tile, cabinets, woodwork, etc. have to be measured and ordered per customer needs and specifications of project. Once measurements have been submitted for project, this is considered a special order and cannot be retured if there is a cancellation. Completion date is subject to change due to any unforseen circumstances or "force majeure".
Upon acceptance and signiture of quote by customer, payment terms apply. Form of payment accepted is cash or check only. Checks should be made payable to JPL Painting LLC. In the event of a "bounced check" there is a $50.00 service charge (subject to change) assessed to customers for each check returned by the bank, regardless of reason.In addition, JPL Painting LLC. may require that future payments be paid by certified/casnier's check, money order, or cash only.

Thank you for your business!

JPL Painting LLC
NSB, FL 32168
386-576-4730

Warranty

JP's Paint Co. Warranty

JP's Paint Co. offers a limited 3 month warranty that covers only defects in workmanship. You should understand that under no circumstances JP's Paint Co does not warrant and is not responsible for any defects in your exterior paint caused by extreme weather condition, outside elements, or other unrelated faults, including but not limited to, mold/mildew or low quality customer supplied paint.

Sherwin Williams Paint Warranty

Lifetime Limited Warranty
This Limited Warranty is issued by The Sherwin-Williams Company only to those purchasers who purchase this coating and apply it to a home. If this coating peels or blisters during the Lifetime of the purchaser (as defined below), Sherwin-Williams shall, upon presentation of proof of purchase to the store where the coating was purchased, supply replacement coatings to the purchaser in a quantity that is sufficient to repair the peeling or blistering or refund the original purchase price. For the purpose of this Limited Warranty: "Home" shall mean a single family residential dwelling; and "Lifetime" shall mean one of the following: (i) if you purchase the coating yourself and apply it yourself to a Home which you own, Lifetime shall mean the period beginning on the date that you purchased the coating and continuing as long as you own such Home; or (ii) if you purchase the coating yourself and apply it yourself to a Home which is owned by someone other than you ("Third Party"), Lifetime shall mean the period commencing on the date that you purchased the coating and continuing so long as such Third Party owns such Home. This Limited Warranty shall not apply to any defect or damage resulting from improper surface preparation, structural defects, failure of a previous paint or improper application of the coating, as described in the directions on the label of this container. This Limited Warranty may not be transferred or assigned.
SHERWIN-WILLIAMS' ENTIRE LIABILITY SHALL BE LIMITED EXCLUSIVELY TO PROVIDING REPLACEMENT COATINGS FOR THE COATING WHICH PEELS OR BLISTERS OR THE REFUND OF THE ORIGINAL PURCHASE PRICE. THIS WARRANTY EXCLUDES (1) LABOR AND COSTS ASSOCIATED WITH LABOR FOR THE APPLICATION OR REMOVAL OF ANY PRODUCT, AND (2) ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Limited Warranty gives you specific legal rights and you may have other rights which vary from State to State.

Print Download PDF

ESTIMATE

New Visions Painting LLC
2728 Sunset Drive
New Smyrna Beach, Florida 32168
United States

3866906640
www.newvisionspainting.com

Bill to

Black Heritage Museum 314 N. Duss St
Mark Rakowski

mrakowski@cfl.rr.com

Estimate Number:	106
Customer Ref:	Railroad House
Estimate Date:	May 7, 2024
Valid Until:	July 31, 2025
Grand Total (USD):	**$9,890.00**

Services	Price	Amount
Exterior Project Includes museum, railroad workers building and storage shed - Pressure wash buildings close to start time using TSP cleanser and chlorine as needed in molding areas - Dig replaceable Trench around all applicable perimeters to apply coating to foundation - Caulk any cracks and around splits on body and around windows using Sherwin William's 950A Acrylic caulking - Protect all windows, railings, ac units and all objects using plastic tape and dropcloths - Apply Loxon masonry primer ensuring topcoat adheres to any chalking areas and seals building prior to paint - Topcoat entire building using either Sherwin William's Superpaint or Benjamin Moore's 4-10 line coating in satin sheen to any chosen color(s)	$9,890.00	$9,890.00

Total:	$9,890.00
Grand Total (USD):	**$9,890.00**

Notes / Terms

Prices Include all paint, labor and Materials.

ESTIMATE

New Visions Painting LLC
2728 Sunset Drive
New Smyrna Beach, Florida 32168
United States

3866906640
www.newvisionspainting.com

BILL TO
Black Heritage Museum 314 N. Duss St
[redacted]

[redacted]

Services	Price	Amount
Exterior paint Pressure wash buildings including windows using TSP (Tri Sodium Phosphate) cleanser to remove all salt, dirt, and as much chalk as possible without damaging grass an soffit and any molding areas using mild amounts of chlorine while being eful not to damage plant life Protect all plants, windows, and objects with plastic and drop cloths. Prime chalking areas of buildings using Sherwin William's Loxon 100% Acrylic chalk locking primer Coat body of homes using Sherwin William's Superpaint 100% Acrylic coating in satin sheen for maximum sun & salt resistance Paint color can be matched or changed. Samples included. White only Caulk any necessary cracking areas and around window frames using SW 950A Acrylic caulk Spray all electric boxes to match building while protecting any information tags and meters (optional) Dig replaceable trench around entire perimeter to ensure proper coverage to foundation.	$0.00	$0.00

Mary S. Harrell Black Heritage Museum Photos













Before Photos As of September 6, 2024

CRA
NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY
HISTORIC WESTSIDE PRESERVATION GRANT (50-50 Match) AGREEMENT

This agreement is entered into this __ day of_____, 2024 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Mary S. Harrell Black Heritage Museum, Inc. ("**GRANTEE**"), a Florida Not for Profit Corporation.

RECITALS

WHEREAS, **GRANTOR** has established a Historic Westside Preservation Grant Program to further the U.S. 1 Community Redevelopment Area (CRA) Master Plan by assisting in the cost of exterior only façade and property improvements of designated local landmarks within the Historic Westside Neighborhood; and

WHEREAS, **GRANTEE** is the Chairman of a not for profit corporation, known as the Mary S. Harrell Black Heritage Museum, Inc., with a property address of 314 N. Duss Street, New Smyrna Beach, FL 32168, and has made application for a grant under the Historic Westside Preservation Grant Program for improvements to the exterior façade of the property, which may include exterior wall repair, exterior doors/windows, signage, roof replacement or repair, landscaping around the building (including irrigation), decorative exterior façade improvements (awnings, canopies), ADA improvements, exterior lighting, exterior fencing, exterior painting, public utilities and infrastructure; and

WHEREAS, **GRANTOR** has evaluated the application against the program criteria and finds that the proposed improvements to be made by **GRANTEE** satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE GRANTOR AND GRANTEE AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. **GRANTEE** agrees to improve the exterior wall by repairing or replacing the stucco, brick, or wood, improve the exterior doors and windows including trim pieces, and to paint the exterior of the church and "shotgun" building known as the Heritage House located at 314 N. Duss Street, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(b) **GRANTEE** agrees that the work involved for the proposed improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(c) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before __31st__ of __March_____, 2025.

(d) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned improvements is fifty percent (50%) of the total eligible costs, not to exceed $50,000.00 and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling $12,000.00, the maximum eligible grant award to **GRANTEE** is $6,000.000, subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1, "Improvements" have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor

and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Ann Harrell, 131 Mill Spring Pl, Ormond Beach, FL 32174-4820.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the improvements. Such inspections shall not replace any permit inspection by the City's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings, and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. **GRANTEE** agrees that if the commercial property is to be listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days prior to listing and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Historic Westside Preservation Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with

investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Historic Westside Preservation Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 8. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Historic Westside Preservation Grant provided for in this Agreement.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CITY OF NEW SMYRNA BEACH, COMMUNITY REDEVELOPMENT AGENCY

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary

WITNESSES:

MARY S. HARRELL BLACK HERITAGE MUSEUM, INC.

_____ **BY:** _____

Print Name: _____ Ann Harrell, Chairman

_____ **ATTEST:**

Print Name: _____ _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Ann Harrell, Chairman of the Mary S. Harrell Black Heritage Museum, Inc. She is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC

Notary Seal

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF A NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) ADAPTIVE REUSE OPPORTUNITY 50-50 MATCHING GRANT APPROVAL NOT TO EXCEED $250,000 TO BLUE ORANGE HOLDINGS, LLC FOR AN ELIGIBLE COMMERCIAL FACADE / EXTERIOR PROPERTY IMPROVEMENT PROJECT LOCATED AT 540 N. DIXIE FREEWAY, NEW SMYRNA BEACH.

September 24, 2024

Background:

On April 13, 2021 the CRA Board and City Commission approved the program guidelines, target area, and budget allocations for the CRA Commercial Facade / Exterior Property Improvement 50-50 Matching Grant Programs. The Adaptive Reuse Opportunity Grant Program is designed to encourage innovative and value-added changes of use for underutilized commercial and industrial properties with commercial frontage along the US1 corridor.

In April 2024, Blue Orange Holdings LLC, purchased the property located at 540 N. Dixie Freeway with plans to redevelop the property for a ACE Hardware Store. Blue Orange Holdings LLC has been working with the City's Building and Planning Departments on a new site plan, construction drawing and permitting approvals.

Findings:

The redevelopment of this property will include extensive improvements to the exterior of the building and the addition of a covered outdoor garden center. The proposed work will stop the deterioration of the existing building, stabilize the property and upgrade the appearance of the area. The scope of work will include: painting, roof repair, awnings / canopies, decorative exterior facade improvements, exterior windows and doors, landscaping around the building, irrigation, parking lot repaving, resealing, restriping, professional design assistance, exterior lighting, patio or decks connected to the building, exterior wall repairs, ADA improvements, fencing, demolition, exterior security features, exterior and wall repairs. Total project costs are estimated at $1,005,544; for which $678,244 are estimated to be the total for the exterior portion of the proposed scope of work. This estimate does exceed the minimum $500,000 expense total that the ARO Grant Program required for reimbursement consideration.

The Applicant has contacted three General Contractors and received bids from each as shown in the attachment. See Tab 11: Cost Estimates from 3 Florida Licensed Contractors.

Based on the ARO Grant Program criteria, the subject property, proposed business use and renovation plans are in compliance.

The proposed ACE Hardware store is expected to hire approximately 15 people, with an expected combined total labor income of $468,000 annually.

Staff recommends approval for the Adaptive Reuse Opportunity 50-50 Matching Grant to Blue Orange Holdings LLC for Facade / Exterior Property Improvement Project for property located at 540 N. Dixie Freeway, not to exceed $250,000.

Fiscal Analysis:

The Adaptive Reuse Opportunity Grant, not to exceed $250,000 will be charged to the CRA's Development and Incentives Account number 12551502:583003. In FY 2024 - 2025, the budgeted amount for the ARO Grant program is $1,000,000.

Strategic Plan Item:

Yes

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

Pictures of 540 N Dixie FWY New Smyrna Beach Fl..pdf
Tab 14 - Completed Application - NSB Ace Hardware.pdf
Tab 11 A - Cost Estimates from three Licensed Florida Contractors - NSB Ace Hardware.pdf
Tab 9 Rendering of Completed Project - NSB Ace Hardware.pdf
Hardware Store_Economic Impact_Employment.pdf
2024 09 24 Blue Orange Holdings II LLC - CRA Adaptive Reuse Opportunity Grant Agreement.pdf
Tab 8 - Construction Drawings and Plans - NSB Ace Hardware.pdf
Applicant Signed - 2024 09 24 Blue Orange Holdings II LLC - CRA Adaptive Reuse Opportunity Grant Agreement FINAL.pdf

East Side of Building (Facing US-1)



East /North Side of Building (Facing US-1)



West/ North Side of Building (Facing Parking Lot/ Ronnoc Lane)



South Side of Building



Example of Failing Exterior Column



NEW SMYRNA BEACH
COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT AGENCY
CITY OF NEW SMYRNA BEACH
210 SAMS AVENUE (Old Connor Library)
NEW SMYRNA BEACH, FLORIDA 32168

Adaptive Reuse Opportunity Grant Program Overview

Total Budget Allocation: Awards up to $250,000 (as funds are available)

PROGRAM DESCRIPTION:

The Adaptive Reuse Opportunity Grant Program awards funds for EXTERIOR ONLY improvements to commercial businesses and properties that are located within a targeted area of the city's US 1 Community Redevelopment Agency (CRA) area.

These improvements can include, but are not limited to: facade painting, parking lot resurfacing, signage, landscaping, etc. Maximum CRA grant awards cannot exceed $250,000 per applicant. The Adaptive Reuse Opportunity (ARO) Grant was created to encourage desired changes of use (permissible by New Smyrna Beach Land Development Regulations) through the redevelopment of commercial buildings and properties that are for sale or lease with commercial frontage along the US 1 corridor (i.e. Dixie Freeway) and Historic Westside targeted areas. The program allows the CRA to fund grant recipients or grantees on a reimbursement basis for 50% of the cost to enhance commercial facades and property improvements up to $250,000.

For example: In order for a CRA Grant Recipient to receive $5,500, the applicant must spend $11,000. Once the required documentation has been submitted for approval and the project obtains regulatory approval, the $5,500 is reimbursed to the recipient.

To be considered, commercial property or business owners within the CRA's targeted area must submit a completed application accompanied by at least (3) estimates from licensed general contractors. Other estimates may be acceptable depending upon the type of improvement proposed; please contact the CRA department regarding your specific proposal to determine if quotes from other licensed businesses or companies would be accepted prior to obtaining the estimates.

PROGRAM RULES:

The following rules are intended to inform a potential grant applicant of the extent and scope of the program. The purpose of the program is to encourage commercial property owners to upgrade their properties by improving the external appearance of their business and to encourage businesses to invest in the growth of their business along the US 1 corridor and Historic Westside. The result will halt deterioration, stabilize property values, improve and upgrade the appearance of the area, and facilitate and encourage redevelopment activity within the targeted area of the CRA.

1. The program is available only for property located within the CRA District along the US 1 (i.e. Dixie Freeway) Corridor and Historic Westside with commercial frontage. **Click the link below to see if your address is in the CRA Grants' Targeted Area:** https://www.cityofnsb.com/1364/US-1-CRA-Grant-Program-Details

2. All proposed exterior improvements using CRA funds must be approved by the CRA Board before proceeding.

3. The program is for commercial properties and businesses only. Residentially zoned properties are NOT eligible (this includes multi-family units, apartment buildings and duplexes). The property owner must be the applicant. However, if the property is currently leased to a tenant, then the Application and Agreement must be jointly executed by both the owner and the tenant.

Eligible Properties include:

- Commercial and Industrial Properties

Eligible Businesses include:

- Aerospace
- Aviation
- Light Industry (including Manufacturing)
- Creative Class, including High Tech
- Professional Office
- Healthcare
- Retail
- Restaurant

4. Eligible exterior Commercial Façade/Property Improvements for this program include:

- Painting
- Shutters
- Roof Repair
- Awnings/canopies
- Decorative exterior facade improvements
- Exterior doors/windows
- Landscaping around the building
- Irrigation
- Parking lot re-paving, re-sealing, re-striping
- Exterior lighting
- Patio or decks connected to the building
- Exterior wall repairs (e.g., stucco, brick or wood repairs and replacement)
- ADA improvements
- Signage

- Fencing (excluding chain link, barbed wire, and wood panels)
- Demolition of structure and (re)sodding of vacant property
- Public utilities and infrastructure required for business or commercial property
- Professional Design Assistance
- Exterior Security Features

Ineligible expenses include:

- Installation of trash receptacles
- Where a property is not currently in compliance, landscape material and work required to come into compliance with the City of New Smyrna Beach's Code of Ordinances or Land Development Regulations.
- Improvements made prior to grant approval
- Interior renovations
- Non fixed improvements
- Inventory or equipment
- Sweat equity (i.e. payment for applicant's own labor and performance for renovation or new construction work.
- Business payroll
- General periodic maintenance

5. All work must be done in compliance with applicable City of New Smyrna Beach Building Codes and Land Development Regulations. All contractors must be licensed in Florida. Please contact the City of New Smyrna Beach Development Services Department at (386) 410-2800 regarding the proposed work to schedule a Pre-Application Meeting prior to submitting an Adaptive Reuse Opportunity Grant Application.

6. Grant funds will be reimbursed exclusively for approved work, approved change orders and only for work that has been performed after the grantee has received notification that the Grant Application has been approved by the CRA Board. Any work completed prior to receiving grant approval is ineligible for reimbursement.

7. The Commercial Façade/Property Improvement Grant Program is only available to applicants who have not previously participated in the program

APPLICATION PROCESS:

1. An applicant seeking a project grant may secure an application from the New Smyrna Beach Community Redevelopment Agency (CRA) located at 210 Sams Avenue (Old Connor Library) New Smyrna Beach, FL 32168, phone (386)-279-2497 or download the application from Community Redevelopment | New Smyrna Beach, FL - Official Website (cityofnsb.com)

2. The CRA will administer the Adaptive Reuse Opportunity Grant Program and

funding. In addition to the appropriate City of New Smyrna Beach building inspections, the CRA will inspect the work to determine the satisfactory completion of the work.

3. Applicants may not have any outstanding City of New Smyrna Beach liens against their property. If an Applicant has an outstanding City of New Smyrna Beach lien against the property, the grant will not be awarded until the complete satisfaction of the lien.

4. Application to this Program is not a guarantee of funding. Funding is at the sole discretion of the New Smyrna Beach CRA Board (i.e., Mayor and City Commission). Applications will be scored, ranked and presented to the CRA Board for final approval. The total available program funding is subject to change.

REIMBURSEMENT PROCESS:

1. Grant Payments — Subject to the terms and conditions of the Grant Agreement, reimbursement will be made within approximately ninety (90) days from the CRA receiving the following:

a) Detailed invoices, copy of processed or cancelled check and proof of payment for Eligible Reimbursable Costs

b) Building Department Inspection forms and completed final inspections.

2. Alternatively, it is within the CRA/Economic Development Director's discretion to authorize that partial grant payments be issued on a draw schedule so as to facilitate the timely completion of some of the approved projects.

3. Site Visits — CRA staff will conduct a site visit before grant payment is made in order to verify that the business is in operation. Staff may also conduct unannounced site visits periodically in order to ensure compliance with the terms of the grant agreement. Staff will complete a final inspection prior to issuing final payment.

4. Reporting — by accepting the grant, the applicant agrees to comply with any reporting procedures deemed necessary by CRA staff to verify that the required job positions are properly fulfilled and maintained. Reporting may include, but is not limited to, payroll records, work schedules, and reporting forms.

5. The CRA will release funds to the client on a reimbursement basis at the completion of the entire project.

6. The CRA staff will perform monitoring exercises at least once a year to record the applicant's compliance with the grant's requirements. The monitor will formally report the applicant's level of compliance to the CRA Director and will also report any corrective action plans that the applicant has committed to implementing in order to achieve the agreed upon compliance goals in the grant agreement. Staff will review the documents provided. If everything is in order, the project will be declared completed and process payment to the applicant for the amount allowed by the Grant Agreement.

I have read, understand and accept the program overview and guidelines set forth above for the Adaptive Reuse Opportunity Grant Program.

540 N. Dixie Freeway New Smyrna Beach, FL. 32168

Property Address | City, State, Zip Code

Blue Orange Holdings II, LLC (John W. McMillan)

Applicant Name **(Please Print)**

Applicant Signature

1. APPLICANT

Name: Blue Orange Holdings II, LLC (John W. McMillan)

Address: P.O. BOX 1013

City, State: Oakland, Florida

Zip Code: 34760 Phone Number: 407-509-7098

E-mail: wessmcmillan@centralfloridaace.com

2. BUILDING TO BE IMPROVED/PROPERTY INFORMATION

Owner: Blue Orange Holdings II, LLC (John W. McMillan)

Address: 540 N. Dixie Freeway

City, State: New Smyrna Beach, Florida

Zip Code: 32168

3. **OWNER TYPE:**

☐ Individual ☐ Partnership ☒ LLC

☐ Sole Proprietorship ☐ Corporation ☐ Non-Profit

4. OWNER OF PROPERTY (if not the applicant)

Name:

Address:

City, State:

Zip Code: Phone Number:

E-mail:

5.

6. **PROJECT INFORMATION**

Project Description

The objective of this project is to create a functional and aesthetically pleasing space for an Ace Hardware store in New Smyrna Beach Florida. This includes extensive improvements to the exterior building space and the addition of a covered outdoor garden center. The result will stop the deterioration of the existing building, stabalize the property, and upgrade the appearance of the area.

Select all applicable ambitioned improvements in the property.

See TAB 11 - COST ESTIMATES FOR DETAILS

IMPROVEMENT	COST	IMPROVEMENT	COST
☒ Painting	$30,000.00	☒ Exterior lighting	$60,000.00
☐ Shutters	○	☒ Patio or decks connected to the building	$30,000.00
☒ Roof Repair	$10,000.00	☒ Exterior wall repairs (e.g. stucco, brick or wood repairs and replacement)	SEE EXTERIOR WALL REPAIR IMPROVEMENT BELOW
☒ Awnings/canopies	$5,000.00	☒ ADA improvements	$50,000.00
☒ Decorative exterior facade improvements	$100,000.00	☒ Signage	$35,000.00
☒ Exterior doors/windows	$25,000.00	☒ Fencing (excluding chain link, barbed wire, and wood panels)	$25,000.00
☒ Landscaping around the building	$5000	☒ Demolition of structure	$100,000.00
☒ Irrigation	$5,000	☐ Public Utilities and Infrastructure relative to business or commercial property	○
☒ Parking lot repaving, resealing, restriping	$10,000.00	☒ Exterior Security Features	$10,000.00
☒ Professional Design Assistance	$43,000.00	☒ Exterior wall repairs	$200,000.00

Adaptive Reuse Opportunity Grant Program Application

Name of **LICENSED** General Contractor for the Project: Vetcon Construction Services, Inc.

Address of General Contractor: 3535 NW 155th St. Reddick

City, State Reddick, Florida Zip Code 32686

Phone Number of General Contractor: 352-575-7411

Email for General Contractor: Danny@vetcons.com

Estimated Total Project Cost: $ 1,055,544.00 Grant Amount Requested: $ 250,000.00

7. **SOURCES OF FUNDING**

Cash.

8. **APPLICATION AGREEMENT**

I (we), the applicant(s) understand that the intent of this application is only for purposes of prequalifying for an Adaptive Reuse Opportunity Program Grant and does not guarantee acceptance or approval and no commitment is hereby made on the part of either the applicant or the New Smyrna Beach Community Redevelopment Agency (NSBCRA).

I (we) certify that to the best of my (our) knowledge, all the information in this application and all information furnished in support of this application is true and correct. Any property assisted under this program will not be used for any illegal or restricted purposes. Any intentionally false or fraudulent statement or supporting documents will constitute cancellation of my (our) application. The NSBCRA is hereby authorized to verify any of the information provided and to inspect the property prior to approval.

I authorize the City of New Smyrna Beach and the New Smyrna Beach CRA or its agents to take photos of myself and myself and business to be used to promote the program.

Blue Orange Holdings II, LLC (John W. McMillan)

Applicant Name **(Please Print)**

Applicant Signature 9/9/2024 Date

Applicant Name **(Please Print)**

Applicant Sign

Property Owner Authorization Form

Date

****To be completed only if the applicant is a tenant****

The undersigned owner of the existing building located at:

Address

Certifies that:

Applicant

Operates a business at the above location. The undersigned agrees to permit the Applicant and his licensed contractors or agents to implement the improvements listed on the Adaptive Reuse Opportunity Program Grant Application. I understand and agree that neither the NSBCRA nor the City of New Smyrna Beach assume responsibility or liability to me or any other part for any action or failure of any contractor or other third party and in no way guarantee any work to be done or material to be supplied. In consideration of the Adaptive Reuse Opportunity Program Grant to complete exterior property improvements of the commercial property, the undersigned hereby waives and releases any claim against the City of New Smyrna Beach and the New Smyrna Beach Community Redevelopment Agency arising out of the use of said funds for the purposes set forth in the Application. The undersigned agrees to hold the City and the NSBCRA harmless for charges, damages, claims or liens arising out of the Applicant's participation in the Adaptive Reuse Opportunity Grant Program.

Property Owner Name

Property Owner Signature Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (numeric date) day of _____ (month), _____ (year), by _____ (name of person acknowledging).
(Seal)

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known:
OR Produ
Type of Id

Property Owner Authorization Form Continued

****To be completed only if the applicant is a tenant****

THIS AGREEMENT is entered into this _____ day of _____ 20_____, by and between the New Smyrna Beach Community Redevelopment Agency ("NSBCRA") and

_____
("Applicant").

WHEREAS, Applicant has made application for a grant with the NSBCRA under the CRA Adaptive Reuse Opportunity Program Grant; and

WHEREAS, NSBCRA has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1. Applicant agrees to complete the Project consistent with the application submitted to NSBCRA, which is attached to this Agreement and made a part hereof as Exhibit "A".

2. In consideration of Applicant satisfactorily completing the Project, NSBCRA will reimburse Applicant the approved amount of $_____, (in no event shall NSBCRA pay more than $250,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the date first stated above.

APPLICANT:
Board

By: _____

Print Name: _____

By: _____

Its: _____
"Applicant"

City of New Smyrna Beach CRA

_____
Chairperson

Tab 11: Cost Estimates from three (3) Florida Licensed Contractors

*Company Name:	Field	Estimate	Notes
Vetcon Construction	**General Contractor**	**$951,834.00**	**Contractor Awarded Job. Awarded based on cost and Contractor Experience**
Studio 1+	**Architectural**	**$25,000.00**	**Architect selected based on experience.**
Laneli	**Structural Engineering**	**$14,850.00**	**Structural Engineer selected based on experience.**
Joesph Lawrence and Company (Space Coast)	**Mechanical Electrical, Plumbing, Fire Protection Engineering**	**$13,860.00**	**MEP/F Engineer selected based on experience.**
Semper FI Construction	**General Contractor**	$798,000.00	Not selected based on C+ BBB rating and pitch on executing the project.
Riken Construction	**General Contractor**	$1,494,359.09	Not selected because of high bid.

Overall Project Estimate broken down by division. (Based on Awarded Contractor Vetcon Construction)

Construction Division/Description	Total Project Cost	Cost Associated with Exterior/ADA Improvements	Cost Associated with Interior Non ADA Improvements	Name
Design Work	$53,710.00	$42,968.00	$10,742.00	Architectural and Engineering
Division 1	$75,000.00	$60,000.00	$15,000.00	General Conditions
Division 2	$99,533.37	$99,533.37	$0.00	Site Work/Demolition
Division 3	$141,579.33	$127,421.40	$14,157.93	Concrete
Division 4	$70,789.67	$70,789.67	$0.00	Masonry
Division 5	$82,600.00	$49,560.00	$33,040.00	Metals
Division 6	$33,230.15	$33,230.15	$0.00	Wood & Plastics
Division 7	$16,615.07	$16,615.07	$0.00	Thermal & Moisture
Division 8	$10,580.00	$10,580.00	$0.00	Doors & Windows
Division 9	$63,420.00	$38,052.00	$25,368.00	Finishes
Division 10	$26,176.15	$26,176.15	$0.00	Specialties
Division 21	$10,000.00	$5,000.00	$5,000.00	Fire Suppression
Division 22	$32,560.00	$32,560.00	$0.00	Plumbing
Division 23	$125,353.05	$0.00	$125,353.05	HVAC
Division 26	$164,397.21	$65,758.88	$98,638.33	Electrical
Total Project Cost	**$1,005,544.00**	**$678,244.69**	**$327,299.31**	
Construction Division/Description	Total Project Cost	Cost Associated with Exterior/ADA Improvements	Cost Associated with Interior Non ADA Improvements	Name



01 MFR - CULTURED STONE STYLE - RIVER ROCK		02 STUCCO COLOR - SW AGREEABLE GRAY		03 METAL PANEL ROOF COLOR-SW NIGHT OUT		04 ANTI-CLIMB FENCE COLOR - FACTORY BLACK	

PROJECT ACE HARDWARE - NEW SMYRNA BEACH 540 NORTH DIXIE HWY.
A-01 COLOR BOARD
DATE 09/10/24

FPL PoweringFlorida

RC

Economic Impact

Report Owner : Ricardi Calixte | Last Modified By Ricardi Calixte @ 1:46:17 PM, 9/10/2024

Location: Volusia County, FL

Employment: 15

SAVE

Economic Indicators by Impact

Impact	Employment	Labor Income	Value Added	Output
Direct	15	$651,998	$1,493,846	$2,137,545
Indirect	4	$158,813	$275,910	$628,784
Induced	2	$128,013	$266,946	$463,017
TOTAL	**21**	**$938,824**	**$2,036,702**	**$3,229,346**

Tax Results

Impact	Sub County General	Sub County Special Districts	County	State	Federal	Total
Direct	$52,467	$59,408	$64,411	$212,372	$185,966	$574,626
Indirect	$2,884	$3,269	$3,544	$12,181	$41,882	$63,762
Induced	$4,002	$4,533	$4,914	$16,708	$35,281	$65,440
TOTAL	**$59,353**	**$67,210**	**$72,869**	**$241,261**	**$263,129**	**$703,828**

CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY
ADAPTIVE REUSE OPPORTUNITY (ARO) GRANT AGREEMENT

This agreement is entered into this _____ day of_____, 2024 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Blue Orange Holdings II, LLC ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

WHEREAS, **GRANTOR** has established an Adaptive Reuse Opportunity Grant Program to further the U.S. 1 Community Redevelopment Area (CRA) Master Plan and encourages the adaptive reuse of commercial properties by assisting in the cost of exterior commercial façade/property improvement projects within the U.S. 1 CRA Area; and

WHEREAS, **GRANTEE** is the owner of a property and President of a proposed new business located at 540 N. Dixie Freeway, New Smyrna Beach, and has made application for a grant under the Adaptive Reuse Opportunity Grant Program for roofing improvements, awnings/canopies, decorative exterior façade improvements, exterior doors/windows, landscaping around building improvements, irrigation, parking lot improvements, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, exterior security features; and

WHEREAS, **GRANTOR** has evaluated the application against the program criteria and finds that the proposed improvements to be made by **GRANTEE** satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE **GRANTOR** AND **GRANTEE** AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. **GRANTEE** agrees to improve the roof, awnings/canopies, decorative exterior façade, exterior doors/windows, landscaping around building, irrigation, parking lot, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, exterior security features of the business located at 540 N. Dixie Freeway, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE** agrees that it will execute a deed restriction recorded in the Volusia County Public Records.

(b) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(c) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(d) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before August 31, 2025.

(e) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned roofing improvements, awnings/canopies, decorative exterior façade improvements, exterior doors/windows, landscaping around building improvements, irrigation, parking lot improvements, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, and exterior security features total eligible costs which must be a minimum of $500,000, not to exceed $250,000, and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling $678,244, the maximum eligible grant award to **GRANTEE** is $250,000, subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1, "Improvements" have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the

Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Blue Orange Holdings II, LLC, 3440 Edgewater Drive, Orlando, FL 32804, mailing address P.O. Box 1013, Oakland, FL 34760.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements. Such inspections shall not replace any permit inspection by the City's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings, and specifications. Such deficiencies shall

be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. **GRANTEE** agrees that if the commercial property is to be listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days prior to listing and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages,

liabilities, or causes of action directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 8. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Adaptive Reuse Opportunity Grant provided for in this Agreement.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CITY OF NEW SMYRNA BEACH, COMMUNITY REDEVELOPMENT AGENCY

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _September_, 2024, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

BLUE ORANGE HOLDINGS II, LLC.

BY: _____

JOHN W. McMILLAN Jr., Manager

ATTEST:

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **JOHN W. McMILLIAN Jr**, Manager of Blue Orange Holdings II, LLC. He is personally known to me or has produced _____ as identification.

_____

NOTARY PUBLIC

Notary Seal

ACE HARDWARE
NEW SMYRNA BEACH, FL

08/022/2024
PERMITTING

DIRECTORY

OWNER:

BLUE ORANGE HOLDINGS, LLC.
ATTN: WESS MCMILLAN

P.O. BOX 1013
OAKLAND, FL. 347860
P: 407-590-7098

ARCHITECT:

STUDIO1+

9100 CONROY WINDERMERE ROAD
SUITE 200 PMB 374
WINDERMERE, FL. 34786
P: 407-590-0505

MEP ENGINEER:

JOSEPH LAWRENCE AND CO.
SPACE COAST

317 RIVEREDGE BLVD.
SUITE 110
COCOA, FL. 32922
P: 321-972-4466

STRUCTURAL ENGINEER:

LANELI ENGINEERS

1708 SPRING GREEN BLVD.
KATY, TEXAS 77494
P: 346-226-8923

ARCHITECT:
studio1+
AA26003729
EDWARD 'JOE' KNOUS, RA
9100 CONROY WINDERMERE ROAD
SUITE 200 PMB 374
WINDERMERE, FL. 34786
407-590-0505
JOEKNOUS@STUDIOONEPLUS.COM

SEAL

STATE OF FLORIDA · EDWARD JOE KNOUS · AR97048 · REGISTERED ARCHITECT

Edward Joe Knous 97048
2024.08.15 17:12:53-04'00'

NAME: EDWARD JOE KNOUS
FL REG. NO.: AR97048

CONSULTANTS

PROJECT
ACE HARDWARE NEW SMYRNA BEACH

LOCATION
540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:53pm

SHEET TITLE:
COVER

SHEET NUMBER: A-100
REV. 0

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LIST OF DRAWINGS & REVISION STATUS

DWG. NO.	DRAWING TITLE	ORIG. ISSUE	REV. NO.	LATEST ISSUE
COVER				
A-100	COVER	08/02/24	△	
ARCHITECTURAL				
A-101	LIST OF DRAWINGS AND REVISION STATUS	08/02/24	△	
A-102	CODE SUMMARY	08/02/24	△	
A-103	NOTES	08/02/24	△	
A-104	SYMBOLS AND LEGENDS	08/02/24	△	
A-106	ADA DETAILS	08/02/24	△	
A-107	ADA DETAILS	08/02/24	△	
A-108	ADA DETAILS	08/02/24	△	
A-201	EXISTING TITLE SURVEY	08/02/24	△	
A-202	EXISTING SITE PLAN	08/02/24	△	
A-203	NEW SITE PLAN	08/02/24	△	
A-204	DEMO FOUNDATION PLAN	08/02/24	△	
A-205	DEMO FLOOR PLAN	08/02/24	△	
A-206	DEMO REFLECTED CEILING PLAN	08/02/24	△	
A-207	LIFE SAFETY PLAN	08/02/24	△	
A-208	NEW FOUNDATION PLAN	08/02/24	△	
A-209	NEW FLOOR PLAN	08/02/24	△	
A-210	NEW RACKING PLAN	08/02/24	△	
A-211	NEW FINISH FLOOR PLAN	08/02/24	△	
A-212	NEW REFLECTED CEILING PLAN	08/02/24	△	
A-401	FINISH SCHEDULE	08/02/24	△	
A-402	DOOR SCHEDULE	08/02/24	△	
A-403	DOOR HARDWARE	08/02/24	△	
A-501	ENLARGED PLANS	08/02/24	△	
A-502	RESTROOM DETAILS	08/02/24	△	
A-503	RESTROOM DETAILS	08/02/24	△	
A-511	WALL DETAILS	08/02/24	△	
A-512	WALL DETAILS	08/02/24	△	
A-513	DETAILS – WALL FRAMING	08/02/24	△	
A-514	DETAILS – WALL FLASHING	08/02/24	△	
A-515	DETAILS – FLASHING	08/02/24	△	
A-601	ENLARGED PLANS & DTLS – COVERED ENTRY	08/02/24	△	
A-602	ENLARGED SECTIONS & DTLS – COVERED ENTRY	08/02/24	△	
A-603	ENLARGED PLANS & DTLS – GARDEN	08/02/24	△	
A-604	ENLARGED PLANS & SCTS – GARDEN	08/02/24	△	
A-605	ENLARGED PLANS & SCTS – GARDEN	08/02/24	△	
A-606	ENLARGED PLANS & SCTS – GARDEN	08/02/24	△	
A-631	FENCE DETAILS	08/02/24	△	

DWG. NO.	DRAWING TITLE	ORIG. ISSUE	REV. NO.	LATEST ISSUE
STRUCTURAL				
S-01	STRUCTURAL NOTES	08/13/24	△	
S-02	WIND PRESSURE	08/13/24	△	
S-03	FOUNDATIONS	08/13/24	△	
S-04	COLUMN, BEAM AND MEZZANINE FRAMING	08/13/24	△	
S-05	FOUNDATION DETAILS	08/13/24	△	
S-06	DETAILS 2	08/13/24	△	
S-07	DETAILS 3	08/13/24	△	
S-08	DETAILS 4	08/13/24	△	
S-09	DETAILS 5	08/13/24	△	
S-10	DETAILS 8	08/13/24	△	

DWG. NO.	DRAWING TITLE	ORIG. ISSUE	REV. NO.	LATEST ISSUE
MECHANICAL				
M-000	LEGEND	08/02/24	△	
M-001	SPECIFICATIONS	08/02/24	△	
M-201	FLOOR PLAN	08/02/24	△	
M-301	DETAILS	08/02/24	△	
M-401	DETAILS	08/02/24	△	
M-402	DETAILS	08/02/24	△	
ELECTRICAL				
E-000	LEGEND	08/02/24	△	
E-001	SPECIFICATIONS	08/02/24	△	
E-002	SITE PLAN	08/02/24	△	
E-101	FLOOR PLAN – DEMOLITION	08/02/24	△	
E-201	FLOOR PLAN – POWER AND SYSTEMS	08/02/24	△	
E-301	FLOOR PLAN – LIGHTING	08/02/24	△	
E-401	RISER AND SCHEDULES	08/02/24	△	
E-501	DETAILS	08/02/24	△	
PLUMBING				
P-000	LEGEND	08/02/24	△	
P-201	PLAN	08/02/24	△	
P-301	DETAILS AND SCHEDULES	08/02/24	△	

NOTE: DRAWINGS NOT PRINTED ON 24x36 SIZE SHEETS ARE NOT TO SCALE.

SPECIFICATIONS

A SEPARATE PROJECT MANUAL (SPECIFICATIONS) IS

☐ INCLUDED

☒ NOT INCLUDED

AS PART OF THIS PROJECT.

studio1+

ARCHITECT:
studio1+
AA26003729
EDWARD 'JOE' KNOUS, RA
9100 CONROY WINDERMERE ROAD
SUITE 200 PMB 374
WINDERMERE, FL. 34786
407-590-0505
JOEKNOUS@STUDIOONEPLUS.COM

SEAL

NAME: EDWARD JOE KNOUS
FL REG. NO.: AR97048

CONSULTANTS

PROJECT
ACE HARDWARE NEW SMYRNA BEACH

LOCATION
540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:53pm

SHEET TITLE:
INDEX

SHEET NUMBER: A-101
REV. △0

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CODE INFORMATION

PROJECT SUMMARY

1. SHORE ROOF STRUCTURE TO DEMOLISH BASE OF WALLS AND ENTIRE FLOOR SYSTEM.
2. NEW CONCRETE SLAB FLOORING TO BE LOWER THAN EXISTING WOOD FLOOR SYSTEM.
3. PROVIDE NEW STEM WALL FOUNDATION AND CONCRETE SLAB 12" ABOVE CROWN OF ROAD.
4. EXTEND WALL STUDS DUE TO LOWERING FLOOR ELEVATION.
5. REUSE MECHANICAL SYSTEMS WHERE POSSIBLE.
6. REMOVE ALL INTERIOR WALL MATERIALS BACK TO METAL STUDS.
7. DEMO INTERIOR WALLS AND COLUMNS PER PLANS.
8. PROVIDE NEW INTERIOR LOAD BEARING COLUMNS AND BEAMS.
9. PROVIDE ALL NEW ELECTRICAL PANELS, LIGHTING, CIRCUITS, AND CONTROLS.
10. PROVIDE NEW EXTERIOR COVERED GARDEN CENTER.

A. COORDINATE WITH OWNER ALL FINISHES PRIOR TO FINALIZING BID PROPOSALS.
B. CONTRACTORS AND SUB-CONTRACTORS SHALL WALK EXISTING SPACES TO BE FAMILIAR WITH PROPOSED SCOPE AND EXISTING CONDITIONS.

DIMENSIONING

DIMENSIONS SHOWN ON FLOOR PLANS ARE TO FACE OF FINISH WALL, FACE OF MASONRY, FACE OF CONCRETE OR TO STRUCTURAL GRID LINES UNLESS OTHERWISE NOTED.

APPLICABLE CODES

Building :	FLORIDA BUILDING CODE	Edition :	8TH EDITION, 2023
Mechanical :	FLORIDA MECHANICAL CODE	Edition :	8TH EDITION, 2023
Plumbing :	FLORIDA PLUMBING CODE	Edition :	8TH EDITION, 2023
Gas :	FLORIDA FUEL GAS CODE	Edition :	8TH EDITION, 2023
Electrical :	NEC	Edition :	2020
	FLORIDA FIRE PREVENTION CODE	Edition :	8TH EDITION, COMPRISED
Fire :			OF NFPA 1 (2021) & NFPA 101 (2021)
A.D.A. :	FLORIDA ACCESSIBILITY CODE	Edition :	8TH EDITION, 2023
Energy:	FLORIDA ENERGY CODE	Edition :	8TH EDITION, 2023

AHJ	OWNER
City of New Smyrna Beach	Blue Orange Holdings II, LLC.

BUILDING REHABILITATION – NFPA CLASSIFICATION

MODIFICATION

FBC EXISTING BUILDING – CLASSIFICATION OF WORK

ALTERNATION–LEVEL 2

OCCUPANCY

Occupancy(s) / Group Classification : M (MERCHANTILE) – CLASS B PER NFPA

Note: See life safety plan for additional occupancy load information.

CONSTRUCTION

Type of Construction : VB Wind–Borne Debris Region : No

Sprinklered or Non–sprinklered : SPINKLERED
Max. Building Height : 60 Max. No. of Stories : 2
Allowable Area : 36,000 SF
Actual Area : 7,386 SF

Note: Building is existing with a fire suppression and a fire alarm system. Systems to be modified based on modified building layout.

RESTROOM FIXTURE COUNTS

BUILDING POPULATION TOTAL 89 PEOPLE

	MALE (44) LAV	MALE (44) WC	MALE (44) UR	FEMALE (45) LAV	FEMALE (45) WC	SERVICE SINK	UNISEX RR
WC CODE MINIMUM 1/500 LAV CODE MINIMUM 1/750 DRINKING FOUNTAIN AT 1/1,000 1 SERVICE SINK	1	1	–	1	1	1	0
ACTUAL	1	1	0	1	1	1	0

Note:
Building is existing and will be modified for new hardware retail space. Restrooms are existing and to be modified for ADA compliance.

FIRE PROTECTION

FIRE PROTECTION REQUIREMENTS : (TABLE 601)
Interior Bearing : 0 Interior Non–bearing : 0
Structural Frame : 0
Floor : 0 Roof / Ceiling : 0

EXTERIOR BEARING WALL(S) RATING / % PERMITTED OPENINGS : 0 / TABLE 716.5

EXTERIOR NON–BEARING WALL(S) RATING / % PERMITTED OPENINGS : 0 / TABLE 716.5

(TABLE 716.5)	Minimum Fire Resistance	Protective Opening	Limit of Wire Glass (TABLE 7.1)
Shaft / Stair :	N/A	N/A	N/A
Occupancy Separation :	N/A	N/A	N/A
Exit Access :	N/A	20 Min.	–

(TABLE 7.3) Flame spread Classification
I (0–25) / II (26–75) / III (76–200)

MINIMUM INTERIOR FINISH CLASS :
Vertical Exits : NA Other Exit : B Area/Room: B Floor : II

Mercantile : (NFPA 101 7th Edition, Section 12.3.3.3, Section 10.2)

Is a Manual Fire Alarm Required? N
Is Fire Protection Required? Y

EXITS

Minimum Number of Exits : 2 Maximum Travel Distance : 250 FEET
Maximum Common Path of Travel : 100 FEET
Maximum Dead End Hall : 50 FEET Min. Corridor Width : 44 INCHES
Minimum Stair Width : N/A Note: 44" if serving 50 or more people; 36" if serving less than 50 people
Egress Width, Level : (803.2) (No. of persons) 91 / 50 = 1.82 FEET
Is a separate or emergency source of light required : Y
Is special egress panic hardware required : N

Note:
Outdoor garden area and outdoor bulk storage will have one exit as the occupant load for those areas are only for occupants using that space. The building occupant load does not exit to these spaces. We are treating those as Class C Mercantile spaces.

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PROJECT: ACE HARDWARE NEW SMYRNA BEACH
LOCATION: 540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS
LAST FILED: Thu, 15 Aug 2024 4:53pm
SHEET TITLE: CODE SUMMARY

SHEET NUMBER: A-102
REV. 0

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GENERAL NOTES

1. IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK BE IN CONFORMANCE WITH ALL REQUIREMENTS OF THE BUILDING AUTHORITIES HAVING JURISDICTION (**CITY OF NEW SMYRNA BEACH**) OVER THIS TYPE OF CONSTRUCTION AND OCCUPANCY. ALL CONTRACTORS WORK SHALL BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
2. CONTRACTORS SHALL VERIFY ALL CONDITIONS AT THE JOBSITE PRIOR TO COMMENCING WORK. CONTRACTORS SHALL REPORT ALL DISCREPANCIES IN THE DRAWING AND EXISTING CONDITIONS TO THE ARCHITECT PRIOR TO COMMENCING WORK.
3. INTENT OF PLANS ARE FOR PERMITTING APPROVAL. CONTRACTORS SHALL INCLUDE ALL NECESSARY ITEMS, EQUIPMENT, AND ACCESSORIES REQUIRED TO COMPLETE THEIR SCOPE OF WORK THOUGH THEY MAY NOT BE INDICATED ON THESE PLANS.
4. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.
5. CONTRACTORS SHALL APPLY FOR THEIR TRADE PERMITS IF NECESSARY, PAY ALL PERMITTING FEES, AND ARRANGE ALL INSPECTIONS RELATED TO THEIR TRADE. OWNER SHALL BE NOTIFIED IN ADVANCE PRIOR TO ARRANGING INSPECTIONS.
6. ALL WIND LOAD CALCULATIONS AND DESIGN CRITERIA ARE BASED ON AN "ENCLOSED" STRUCTURE. ANY BREACH OR PENETRATION, SUCH AS WINDOWS, DOORS, ETC. DURING A STORM EVENT WILL COMPROMISE STRUCTURAL INTEGRITY.
7. ALL PLUMBING, GAS, MECHANICAL, AND ELECTRICAL SHALL COMPLY WITH FLORIDA BUILDING CODE,.
8. PROVIDE BLOCKING IN WALLS WHERE REQUIRED FOR PLUMBING FIXTURES AND FOR MILLWORK SECUREMENT.

FRAMING INSPECTION

1. ALL PLUMBING, ELECTRICAL AND MECHANICAL ROUGH-INS MUST BE COMPLETE, INSPECTED AND APPROVED BEFORE REQUESTING THE FRAMING INSPECTION.

CHEMICAL TERMITE TREATMENT

1. TERMITE TREATING AND PROTECTION TO MEET THE REQUIREMENT OF SECTION 1816 OF THE FLORIDA BUILDING CODE.
2. TERMITE PROTECTION SHALL BE PROVIDED BY REGISTERED TERMITICIDES, INCLUDING SOIL APPLIED PESTICIDES, BAITING SYSTEMS, AND PESTICIDES APPLIED TO WOOD, OR OTHER APPROVED METHODS OF TERMITE PROTECTION LABELED FOR USE AS A PREVENTATIVE TREATMENT TO NEW CONSTRUCTION. UPON COMPLETION OF THE APPLICATION OF THE TERMITE PROTECTION TREATMENT, A CERTIFICATE OF COMPLIANCE SHALL BE ISSUED TO THE BUILDING DEPARTMENT BY THE LICENSED PEST CONTROL COMPANY THAT CONTAINS THE FOLLOWING STATEMENT: "THE BUILDING HAS RECEIVED A COMPLETE TREATMENT FOR THE PREVENTION OF SUBTERRANEAN TERMITES. TREATMENT IS IN ACCORDANCE WITH RULES AND LAWS ESTABLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES."
3. USE REGISTERED TERMITICIDES OR OTHER APPROVED METHODS.
4. SOIL TREATMENTS FOR SUBTERRANEAN TERMITES:
   - 4.1. PROTECTION TO BE DONE AFTER ALL EXCAVATION, BACKFILLING AND COMPACTION IS COMPLETE.
   - 4.2. DISTURBED SOIL TREATMENT MUST BE RETREATED.
   - 4.3. TREATMENT SHALL BE PROTECTED FROM RAINFALL BY 6 MIL VAPOR BARRIERS. IF RAINFALL OCCURS BEFORE BARRIERS PLACEMENT, SOIL MUST BE RETREATED.
5. PROTECTION SLEEVES AROUND METALLIC PIPING PENETRATING CONCRETE SLAB-ON-SLAB GRADE FLOORS SHALL NOT BE CELLULOSE-CONTAINING MATERIALS AND RECEIVE AN APPLICATION OF TERMITICIDE IN ANNULAR SPACE BETWEEN SLEEVE AND PIPE.
6. PRESSURE TREATED LUMBER THAT HAS BEEN CUT OR DRILLED THAT EXPOSES UNTREATED PORTIONS OF WOOD ARE REQUIRED TO BE FIELD TREATED.
7. OPTIONAL BORATE APPLIED TO ALL FRAME MEMBERS WITHIN 24" AFF. OWNER TO VERIFY METHOD OF PROTECTION.
8. METHOD OF TREATMENT SHALL BE APPROVED BY THE GOVERNING AHJ. "LIQUID BORATE OR BOR-A-COR" PRODUCT METHODS MUST BE DETERMINED AT PERMIT STAGE AND PRODUCT APPROVAL DATA MUST BE ON FILE WITH THE BUILDING DEPARTMENT.

CARPENTRY

1. LUMBER IN CONTACT WITH MASONRY AND SOIL TO BE PRESSURE TREATED.
2. FINISH CARPENTRY SHALL BE PERFORMED BY SKILLED CARPENTER WITH MINIMUM 5-YEARS WORKING EXPERIENCE.

ROOFING AND INSULATION

1. NO ROOF WORK ANTICIPATED.
2. EXISTING ROOF IS A MODIFIED BITUMEN ROOF ASSEMBLY AND STANDING SEAM METAL ROOF ASSEMBLY.

DOORS AND WINDOWS

1. NEW EXTERIOR DOORS SHALL BE A STOREFRONT ASSEMBLY OR HOLLOW METAL DOORS AND FRAMES.
2. PROVIDE CONTINUOUS BED OF SEALANT UNDER EXTERIOR DOOR THRESHOLDS AT AT DOORS, WINDOWS, AND OTHER AREAS AS REQUIRED. PROVIDE NECESSARY BACKER ROD PRIOR TO INSTALLATION OF ANY SEALANT.
3. ALL DOORS SHALL BE INSTALLED AND SECURED PER MANUFACTURER'S FLORIDA PRODUCT APPROVAL NOTICE OF ACCEPTANCE.

ELECTRICAL

1. SEE ELECTRICAL DRAWING FOR ALL ELECTRICAL NOTES.

HVAC

1. SEE MECHANICAL DRAWINGS FOR ALL MECHANICAL NOTES.

PLUMBING

SEE PLUMBING DRAWINGS FOR ALL MECHANICAL NOTES.

FINISHES

1. ALL FINISHES SELECTED BY OWNER'S INTERIOR DESIGNER. CONFIRM FINISHES WITH OWNER PRIOR TO PURCHASING. SUBMIT ALL SAMPLES TO ARCHITECT AND OWNER'S INTERIOR DESIGNER.
2. ANY MODIFICATIONS MADE TO EXTERIOR WALL FACE SHALL MATCH EXISTING.
3. PROVIDE 5/8" GYP BOARD FOR ALL INTERIOR PARTITIONS. BASE BID TO ASSUME ALL WALLS RECEIVE LEVEL 4 FINISH, U.N.O.
4. BATHROOM WALLS AND BACKSPLASH WALLS AT BREAK ROOMS SHALL BE 5/8" MOISTURE RESISTANT.
5. PROVIDE ACOUSTICAL CEILING BASED ON RCP.
6. PREPARE ALL CONCRETE SLAB SURFACES BASED ON FLOORING MFR. REQUIREMENTS.
4. CONTRACTOR TO SUBMIT ALL FABRIC AND CARPET FINISH MATERIAL PRODUCT DATA TO THE AHJ FOR PERMITTING REVIEW TO CONFIRM FLAME SPREAD CLASSIFICATIONS.

METAL STUDS

1. METAL STUD SIZES SHALL BE BASED ON MFR. REQUIREMENTS FOR WALL HEIGHT AND STUD SPACING. SUBMIT MFR'S TABLE WITH METAL STUD SUBMITTAL. NOTE THAT SOME WALLS EXTEND TO THE ROOF DECKING AND SOME DO NOT. REFER TO FLOOR PLAN FOR WALL HEIGHTS.
2. SEPARATE METAL TRACK FROM CONCRETE WITH ISOLATION MEMBER.
3. SECURE STUDS AND TRACK PER MFR. INSTRUCTIONS.

CONCRETE

1. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI.
2. HORIZONTAL FOOTING BARS SHALL BE BENT 1'-0" AROUND CORNERS OR CORNER BARS WITH A 2'-0" LAP PROVIDED.
3. CONCRETE COVER MIN. 3" WHEN EXPOSED TO EARTH OR 1 1/2" TO FORM U.N.O.
4. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185 / A185M-07. WWM SHALL BE LAPPED AT LEAST 6" AND CONTAIN AT LEAST ONE CROSS WIRE WITHIN THE 6". POLYPROPYLENE FIBERS FOR SLABS ON GRADE TO BE MIN 1.5 LBS OF FIBER PER CUBIC YARD.
5. ALL REINFORCING STEEL / STIRRUPS AND TIES SHALL BE NEW DOMESTIC DEFORMED BARS FREE FROM RUST, SCALE, AND OIL AND SHALL MEET ASTM A615 / A185M-04A, GRADE 40. REINFORCING FOR FOOTING SHALL BE SUPPORTED ON PRE-CAST CONCRETE PADS, TOP REINFORCING SHALL BE POSITIVELY SUPPORTED BY TEMPORARY STRINGERS. DOWELS FOR COLUMNS AND FILLED CELLS SHALL BE SECURED IN PLACE BY USING ADDITIONAL CROSS-REINFORCING TIED TO FOOTING REINFORCING.
6. IF TIE ANCHORS ARE USED, SIMPSON HIGH STRENGTH EPOXY TIE ANCHORING ADHESIVE SHALL BE USED.
7. ALL INTERIOR SLAB FINISHES SHALL BE STEEL TROWEL FINISH.
8. ALL EXTERIOR SLAB FINISHES SHALL BE MEDIUM BROOM FINISH.

MASONRY

1. HOLLOW LOAD BEARING UNITS SHALL BE NORMAL WEIGHT, GRADE N, TYPE 2, CONFORMING TO ASTM C90-0601, WITH A MINIMUM NET COMPRESSIVE STRENGTH OF 1900 PSI.
2. MORTAR SHALL BE TYPE S, CONFORMING TO ASTM C270-07.
3. COARSE GROUT SHALL CONFORM TO ASTM C476 WITH A MAXIMUM AGGREGATE SIZE OF 3/8" AND A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 3,000 PSI SLUMP 8" TO 11".
4. VERTICAL REINFORCEMENT SHALL BE AS NOTED ON THE DRAWINGS WITH THE CELLS FILLED WITH COARSE GROUT AND GRADE 40 STEEL.
5. VERTICAL REINFORCEMENT SHALL BE HELD IN POSITION AT THE TOP AND BOTTOM AND AT A MAXIMUM SPACING OF 192 DIA OR 10 FT WHICHEVER IS LESS. REINFORCING SHALL BE PLACED IN THE CENTER OF THE MASONRY CELL WITH MIN. 1/2" CLEARANCE TO INSIDE FACE.
6. REINFORCING STEEL CAN BE LAPPED. LAP SHALL BE 25".
7. TEMPORARY BRACING AND SHORING OF WALL TO PROVIDE STABILITY DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. DO NOT APPLY UNIFORM LOADS TO MASONRY WALLS FOR (3) DAYS AND NO CONCENTRATED LOADS FOR (7) DAYS.
9. DURING CONCRETE POURS, THE CONTRACTOR SHALL ADEQUATELY VIBRATE THE FILLED CELL WITH EITHER RODDING OR PENCIL VIBRATOR TO ENSURE PROPER CONCRETE CONSOLIDATION.

WOOD

1. ALL EXTERIOR WOOD STUD WALLS, BEARING WALLS, SHEAR WALLS, AND MISC. STRUCTURAL WOOD FRAMING MEMBERS SHALL BE EITHER #1 SYP OR #2 SPF.
2. ALL LUMBER SHALL HAVE MOISTURE CONTENT OF 19% OR LESS.
3. ANY WOOD FRAME INTERIOR BEARING WALL STUDS THAT HAVE HOLES IN THE CENTER OF THE STUD UP TO 1" DIA. SHALL HAVE STUD PROTECTION SHIELDS. ALL HOLES OVER 1" IN DIA. FOR PLUMBING LINES, ETC. SHALL BE REPAIRED WITH SIMPSON HSS2 STUD SHOES, TYP. U.N.O.
4. VERIFY THAT THE CHEMICALS USED TO TREAT WOOD IS NOT CORROSIVE TO STEEL. FOR EXAMPLE, ACQ-C, ACQ-D, CBA-A OR CA-B REQUIRED HOT-DIPPED GALVANIZED OR STAINLESS STEEL FASTENERS.
5. ALL EXPOSED WOOD OR WOOD IN CONTACT WITH EARTH OR CONCRETE TO BE PRESSURE TREATED.
6. UNTREATED WOOD SHALL NOT BE IN DIRECT CONTACT WITH CONCRETE OR MASONRY.
7. PRESSURE TREATED LUMBER SHALL BE IN ACCORDANCE WITH AWPA U1.
8. SHEATHING REQUIREMENTS:
   - 8.1. WALL SHEATHING: 7/16" PLYWOOD C-C/C-D, EXTERIOR OR OSB. OWNER INTENDS TO UTILIZE ZIP SYSTEM BY HUBER ENGINEERED WOODS.
9. MINIMUM OF 3 PLY STUD COLUMNS TO BE INSTALLED AT BEAM OR GIRDER TRUSS BEARING LOCATIONS.
10. SYP #1 GRADE OR BETTER FASTEN PLYS TOGETHER USING 16d COMMON NAILS 6" O.C. AS EACH MEMBER IS APPLIED.
11. 4 PLY AND/OR LARGER STUD COLUMNS SHALL BE FASTENED TOGETHER AS STATED ABOVE PLUS CS16 COIL STRAPPING WRAPPED AROUND COLUMN WITH A 4" END CAP AT 16" O.C. OR 1/2" THRU BOLTS AT 24" O.C.
12. INSTALL BLOCKING IN ALL WALL STUDS OVER 8'-0" AT MID-HEIGHT, AND SHEATHING JOINT. BRACE GABLE END WALLS AT 4'-0" O.C.
13. ALL NAILING AND BOLTING SHALL COMPLY WITH AMERICAN INSTITUTE OF TIMBER CONSTRUCTION REQUIREMENTS. ALL NAILS EXPOSED TO THE EXTERIOR SHALL BE GALVANIZED.
14. ALL CONNECTION HARDWARE SHALL BE GALVANIZED AND SUPPLIED BY SIMPSON STRONG TIE CO., OR EQ. ALL NAIL HOLES SHALL BE FILLED OR AS PRESCRIBED BY THE MANUFACTURER.

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LOCATION
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AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:53pm

SHEET TITLE:
NOTES

SHEET NUMBER: A-103
REV. 0

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ABBREVIATIONS

A/C	AIR CONDITIONING	MBSR	MODIFIED BITUMINOUS SHEET ROOFING
ACT	ACOUSTICAL CEILING TILE or ACOUSTICAL TREATMENT	MCC	MOTOR CONTROL CENTER
AD	AREA DRAIN or AREA DEVELOPMENT	MECH	MECHANICAL
AFF	ABOVE FINISHED FLOOR	MET	METAL
ALUM	ALUMINUM	MEZZ	MEZZANINE
APPROX	APPROXIMATELY	MF	METAL FACE
ARF	ACRYLIC RESIN FLOORING	MFR	MANUFACTURER
AHU	AIR HANDLING UNIT	MIN	MINIMUM
BD	BOARD	MISC	MISCELLANEOUS
BF	BRICK FACE	MO	MASONRY OPENING
BLDG	BUILDING	MRT	MOISTURE RESISTANT TREATMENT
BO	BOTTOM OF		
BOH	BACK OF HOUSE	(N)	NEW
BOT	BOTTOM	NIC	NOT IN CONTRACT
CFOI	CONTRACTOR FURNISHED OWNER INSTALLED	NR	NOT RATED
CJ	CONTROL JOINT	NTS	NOT TO SCALE
CLG	CEILING	NRCA	NATIONAL ROOFING CONTRACTORS ASSOCIATION
CLR	CLEAR	OC	ON CENTER
CMU	CONCRETE MASONRY UNIT	OCC	OPERATOR CONTROL CONSOLE
CO	CLEAN OUT	OCP	OPERATOR CONTROL PANEL
COL	COLUMN	OD	OUTSIDE DIAMETER or OVERFLOW DRAIN
CONC	CONCRETE	OFI	OWNER FURNISHED ITEM
CONT	CONTINUOUS	OFOI	OWNER FURNISHED OWNER INSTALLED
CPT	CARPET	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
CT	CERAMIC TILE	OPP	OPPOSITE
		P.S.I.	POUNDS PER SQUARE INCH
D	DEPTH	PF	PLASTER FACE
DBL	DOUBLE	PL	PLATE
DET	DETAIL	PLAM	PLASTIC LAMINATE
DIA	DIAMETER	PLYWD	PLYWOOD
DIAG	DIAGONAL	PNT	PAINT
DMP	DISTRESSED METAL PROCESS	POC	POINT OF CONNECTION
DN	DOWN	POS	POINT OF SALE
DS	DOWN SPOUT	PR	PAIR
DWG	DRAWING	PREP	PREPARATION
DWP	DISTRESSED WOOD PROCESS	PROJ	PROJECTION
DWR	DRAWER	PSF	POUNDS PER SQUARE FPPT
DL	DEAD LOAD	PT	PRESSURE TREATED
(E)	EXISTING	QT	QUARRY TILE
EA	EACH		
EDF	ELECTRICAL DRINKING FOUNTAIN	R	RISER
EER	ELECTRONIC EQUIPMENT ROOM	R or RAD	RADIUS
EH	EYEHOOK	RBC	RESILIENT BASE COVE
EIFS	EXTERIOR INSULATION & FINISH SYSTEM	RBS	RESILIENT BASE STRAIGHT
EJ	EXPANSION JOINT	RC	REINFORCED CONCRETE
EL	ELEVATION	RD	ROOF DRAIN
ELEC	ELECTRICAL	RCP	REFLECTED CEILING PLAN
EQ	EQUAL	REF	REFERENCE
EQUIP	EQUIPMENT	REQD	REQUIRED
EXP	EXPOSED	RF	RESILIENT FLOOR
EXT	EXTERIOR	RM	ROOM
		RO	ROUGH OPENING
FBR	FABRIC	RS	ROUGH SAWN
FD	FLOOR DRAIN		
FDN	FOUNDATION	SC	SOLID CORE
FF	FINISH FLOOR	SF	SQUARE FEET or STONE FACE
FFE	FINISH FLOOR ELEVATION	SHT	SHEET
FHC	FIRE HOSE CABINET	SIM	SIMILAR
FMG	FACTORY MUTUAL GLOBAL	SPF	SPECIAL FINISH
FRT	FIRE RETARDANT TREATED	SQ	SQUARE
FIN	FINISH	SQ FT	SQUARE FEET OR SQAURE FOOT
FLR	FLOOR	SS	STAINLESS STEEL
FOC	FACE OF CONCRETE	SSP	SANITARY SHEET PLASTIC
FOF	FACE OF FINISH	ST	STONE
FOM	FACE OF MASONRY	STD	STANDARD
FOS	FACE OF STUD	STL	STEEL
FRP	FIBERGLASS REINFORCED PLASTIC	STRUCT	STRUCTURAL
FS	FLOOR SINK or FINISH SEALER	SUSP	SUSPENDED
FT	FEET	S4S	SURFACED FOUR SIDES
GA	GAUGE	SYP	SOUTHERN YELLOW PINE
GALV	GALVANIZED	T	TREAD
GFRC	GLASS FIBER REINFORCED CONCRETE	T&G	TONGUE AND GROOVE
GFRG	GLASS FIBER REINFORCED GYPSUM	TEL	TELEPHONE
GAL	GALLON		
GL	GLASS	TOC	TOP OF CONCRETE or CURB
GYP BD	GYPSUM BOARD	TOM	TOP OF MASONRY
H	HIGH	TOP	TOP OF PARAPET
HB	HOSE BIBB	TOS	TOP OF STEEL
HM	HOLLOW METAL	TOW	TOP OF WALL
HORIZ	HORIZONTAL	TYP	TYPICAL
HP	HIGH POINT	UL	UNDERWRITERS LABORATORIES INC.
HR	HOUR	UNO	UNLESS NOTED OTHERWISE
HT	HEIGHT	UPH	UPHOLSTERY
HVAC	HEATING VENTILATING & AIR CONDITIONING	VCT	VINYL COMPOSITION TILE
ID	INSIDE DIAMETER	VERT	VERTICAL
INSUL	INSULATION	VIF	VERIFY IN FIELD
INT	INTERIOR		
JT	JOINT	W	WIDE
KEC	KITCHEN EQUIPMENT CONTRACTOR	W/	WITH
KD	KILN DRIED	WC	WALL COVERING OR WATER CLOSET
KDAT	KILN DRIED AFTER TREATMENT	W/O	WITHOUT
LAV	LAVATORY	WF	WOOD FACE
LL	LIVE LOAD	WD	WOOD
LP	LOW POINT	WDB	WOOD BASE
MAINT	MAINTENANCE	WDF	WOOD FLOOR
MATL	MATERIAL	WP	WORK POINT
MAX	MAXIMUM	WR	WATER RESISTANT

MATERIALS LEGEND

- ACOUSTICAL INSULATION
- ACOUSTICAL TILE
- BATT INSULATION
- PORTLAND CEMENT PLASTER
- PORTLAND CEMENT PLASTER OVER METAL LATH
- COMPRESSIBLE FILLER
- CONCRETE
- CONCRETE MASONRY UNIT
- EARTH
- GLASS
- GYPSUM BOARD
- RIGID INSULATION
- METAL
- PLYWOOD
- WOOD BLOCKING
- CONTINUOUS WOOD MEMBER
- FINISHED WOOD MEMBER
- EXTERIOR INSULATION & FINISH SYSTEM

SYMBOLS

- FIXTURE–SURFACE CEILING MOUNTED
- FIXTURE–SURFACE WALL MOUNTED
- FIXTURE–PENDANT CEILING MOUNTED
- FIXTURE RECESS CEILING MOUNTED
- FIXTURE–RECESS WALL MOUNTED
- CHARACTER FIXTURE–SURFACE CEILING MOUNTED
- CHARACTER FIXTURE–SURFACE WALL MOUNTED
- CHARACTER FIXTURE–PENDANT CEILING MOUNTED
- ACCENT LIGHT FIXTURE–RECESS CEILING MOUNTED
- BURIAL UPLIGHT–FLUSH GRADE MOUNTED
- ANGLE
- CHANNEL
- PL — PLATE
- CENTER LINE
- DIAMETER or ROUND
- SQUARE
- WORK POINT or ELEV. BENCH MARK
- LIGHTNING ROD ARRESTER
- S — SPEAKER MOUNTING LOCATION (ELEVATION)
- E — ELECTRICAL FIXTURE MOUNTING LOCATION (ELEVATION)

EXIT SIGNS

- EXIT — WALL MOUNTED
- CEILING MOUNTED
- WALL MOUNTED

DETAIL

- A-502 — NUMBER FOR DETAILS
- LETTER FOR ENLARGED PLANS
- SHEET ON WHICH DETAIL OCCURS

ELEVATION

- 2 / A-502 — NUMBER
- SHEET ON WHICH ELEVATION OCCURS

WALL SECTION

- 2 / A-502 — NUMBER
- SHEET ON WHICH SECTION OCCURS

OVERALL BUILDING SECTION

- 2 / A-502 — NUMBER
- 2 / A-502 — SHEET ON WHICH SECTION OCCURS

DETAIL/SECTION CROSS REFERENCE

- NUMBER FOR DETAIL
- LETTER FOR SECTION
- A-201 A-542 / A-304 — SHEET NUMBER
- SHEET(S) WHERE REFERENCED FROM

INTERIOR ELEVATION

- 3 / 4 / 10 / A-611 / 1 / 2 — NUMBER OF ELEVATION SET
- 1 / 4 / A-611 / 2 / 3 — ELEVATION NUMBER
- SHEET ON WHICH ELEVATION IS SHOWN

FIXTURE IDENTIFICATION

- FX-101A-15 / 1/A-635
- ROOM IN WHICH FIXTURE APPEARS
- FIXTURE NUMBER
- SHEET ON WHICH FIXTURE IS SHOWN
- DETAIL REFERENCE

INTERIOR AND EXTERIOR FINISH REFERENCES

- BASE MATERIAL — WD 110 – MF-12 SPF 101
- REFER TO A-410 SHEET
- COLOR/FINISH TREATMENT
- REFER TO A-410 SHEET
- SEE SPEC. APPENDIX FOR THEMED FACADE TEXTURE DEFINITIONS.

- SF-XXX — SPECIAL FINISHES
- ROOM 101 — ROOM NUMBER
- XX — SPECIALTY ITEMS

- MOUNTED FLUORESCENT LIGHT FIXTURE
- FLUORESCENT FIXTURE–RECESS CEILING MOUNTED
- FLUORESCENT FIXTURE–SURFACE CEILING or WALL MOUNTED
- FLUORESCENT FIXTURE–PENDANT or CHAIN CEILING MOUNTED
- ACCENT LIGHT FIXTURE
- S — OVERHEAD SPEAKER
- PUBLIC ADDRESS SPEAKER
- A — ANUNCIATOR
- F — MANUAL PULL STATION
- J — JUNCTION BOX–RECESSED CEILING MOUNTED
- J — JUNCTION BOX–FLUSH IN FLOOR UNO
- INTERCOM OUTLET–WALL MOUNTED
- TELEPHONE OUTLET–WALL MOUNTED
- DATA / TELEPHONE OUTLET–WALL MOUNTED
- D — SMOKE/HEAT DETECTOR–SURFACE CEILING MOUNTED
- T — THERMOSTAT
- PENDANT SPRINKLER HEAD
- UPRIGHT SPRINKLER HEAD
- SPRINKLER HEAD W/ 12"X12" HEAT BAFFLE
- SPRINKLER HEAD – WALL MOUNTED
- # — NUMBER or POUND
- & — AND
- @ — AT
- DELTA
- d — PENNY
- SQUARE FEET
- XXXXX — DOOR NUMBER

DOOR

- F-1 — FENCE / GATE NUMBER

FENCE / GATE

- XX — LOUVER NUMBER

LOUVER

- X — WINDOW NUMBER

WINDOW

- TICK INDICATES TOP SURFACE AS SHOWN IN WALL TYPE SCHEDULE
- WALL TYPE NUMBER
- WALL SCHEDULE
  - H1 = FLOOR TO UNDER SIDE OF ROOF OR PLATFORM
  - H2 = 6" ABOVE CEILING.
- R1 H1 / T — FIRE RESISTANCE DESIGNATION
  - \ = ONE HALF HOUR
  - 1 = ONE HOUR
  - 2 = TWO HOUR
  - 3 = THREE HOUR
- INSULATION DESIGNATION
  - T = THERMAL INSULATION
  - S = SOUND INSULATION
- SCHEDULED PARTITION

WALL TYPE

- 17 — BASE NUMBER

WALL BASE TYPE

- 2 — REVISION

- 2 / A — COLUMN LINES

- A5 / F / S — SUFFIX: A5 = 5lb ABC EXTINGUISHER
  - A10 = 10lb ABC EXTINGUISHER
  - B = 5.5lb 40BC EXTINGUISHER
  - C5 = 5lb CO2 EXTINGUISHER
  - C10 = 10lb CO2 EXTINGUISHER
  - W = 2 1/2 GALLON WATER EXTINGUISHER
- SUFFIX: S = SURFACE MOUNTED CABINET
  - SH = SURFACE MOUNTED HOOK WITH BACKBOARD
  - SR = SEMI–RECESSED CABINET
  - R = RECESSED CABINET

FIRE EXTINGUISHER CABINET

- SEE DRAWING A-201 MATCHLINE

MATCH LINE

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JOEKNOUS@STUDIOONEPLUS.COM

SEAL

NAME: EDWARD JOE KNOUS
FL REG. NO.: AR97048

CONSULTANTS

PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED: Thu, 15 Aug 2024 4:53pm

SHEET TITLE:

SYMBOLS AND LEGENDS

SHEET NUMBER: A–104

REV. 0

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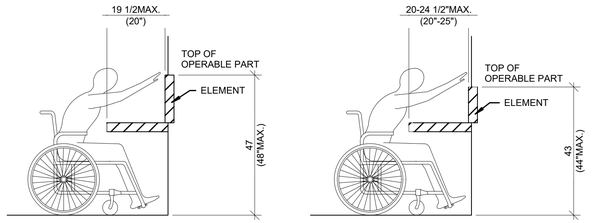
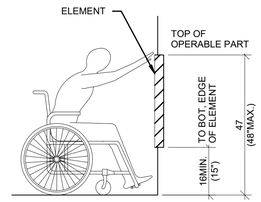


OBSTRUCTED HIGH FORWARD REACH TO AN ELEMENT

SCALE: 1/2" = 1'-0"

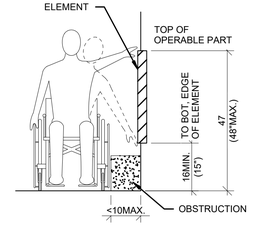
3 A-106



UNOBSTRUCTED FORWARD REACH TO AN ELEMENT

SCALE: 1/2" = 1'-0"

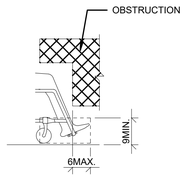
2 A-106



UNOBSTRUCTED SIDE REACH TO AN ELEMENT

SCALE: 1/2" = 1'-0"

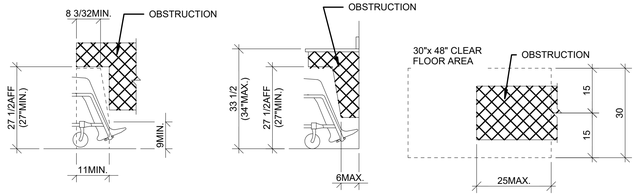
1 A-106



TOE CLEARANCE

SCALE: 1/2" = 1'-0"

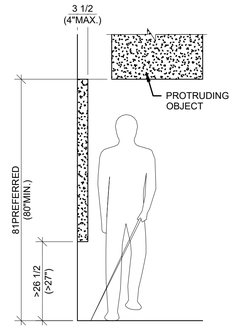
7 A-106



KNEE CLEARANCE

SCALE: 1/2" = 1'-0"

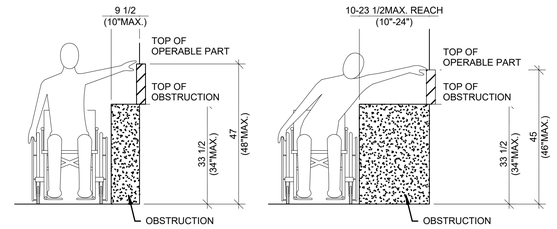
6 A-106



LIMITS OF PROTRUDING OBJECTS

SCALE: 1/2" = 1'-0"

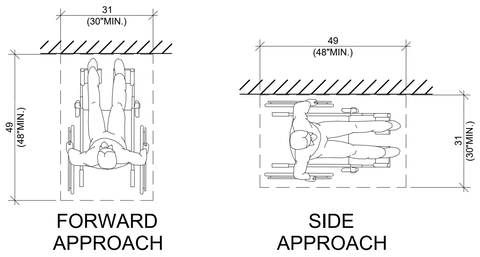
5 A-106



OBSTRUCTED HIGH SIDE REACH TO AN ELEMENT

SCALE: 1/2" = 1'-0"

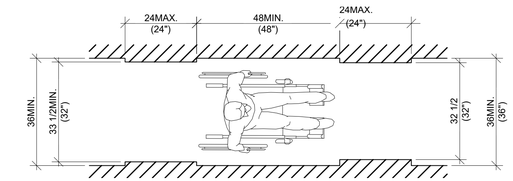
4 A-106



UNOBSTRUCTED FORWARD POSITION OF CLEAR FLOOR OR GROUND SPACE

SCALE: 1/2" = 1'-0"

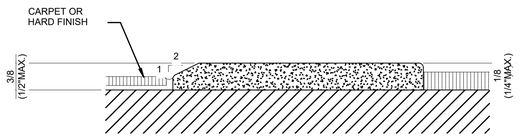
7 A-106



CLEAR WIDTH OF AN ACCESSIBLE ROUTE (P.O.T.)

SCALE: 1/2" = 1'-0"

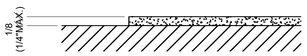
6 A-106



THRESHOLD REQUIREMENTS

SCALE: 1/2" = 1'-0"

9 A-106



VERTICAL CHANGE IN FLOOR LEVEL

SCALE: 1/2" = 1'-0"

8 A-106

GENERAL NOTES:

1. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE DIMENSIONS FOR CLEARANCES, APPROACHES, MOUNTING HEIGHTS, WITH CONSTRUCTION TOLERANCE TO ENSURE COMPLIANCE. THE INTENT OF THESE DRAWINGS IS TO PROVIDE GUIDANCE FOR ADA CODE REQUIREMENTS.
2. ALL VIEWS AREA REPRESENTATIVE TO PROVIDE CONTEXT. ALL DETAILS MAY NOT BE APPLICABLE TO ALL PROJECTS.

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AA26003729
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SEAL

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ADA DETAILS

SHEET NUMBER: A-106

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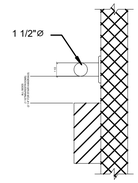
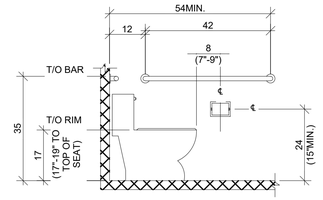


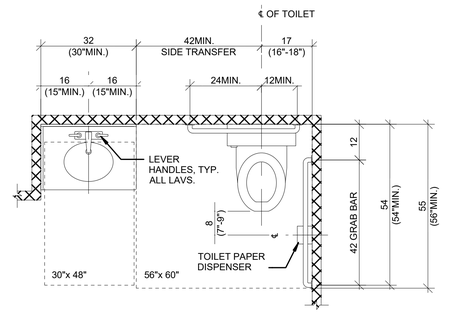
GRAB BAR CLEARANCE REQUIREMENTS 3

SCALE: 1/2" = 1'-0"



WATER CLOSET (WC) SIDE ELEVATION 2

SCALE: 1/2" = 1'-0"



CLEARANCE AT VANITY AND WATER CLOSET 1

SCALE: 1/2" = 1'-0"

GENERAL NOTES:

1. ALL DIMENSIONS ARE TO CLEAR OF FINISH SURFACE. CONFIRM THICKNESS OF FINISH MATERIAL.

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APPROVED BY: J. KNOUS

LAST FILED: Thu, 15 Aug 2024 4:53pm

SHEET TITLE:
ADA DETAILS

SHEET NUMBER: A-107
REV. 0

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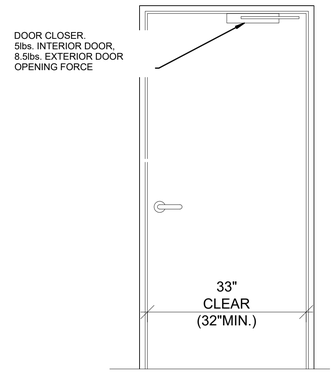
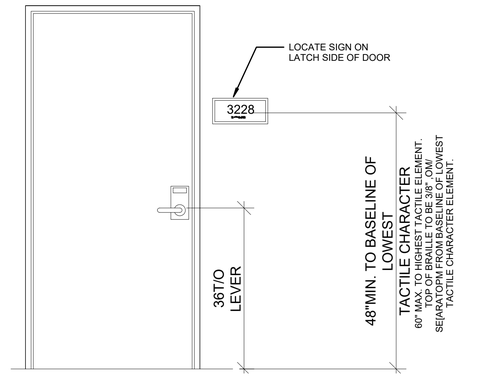


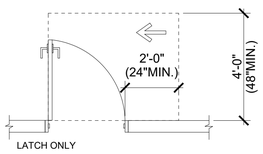
DOOR (ROOM SIDE) 2 A-108

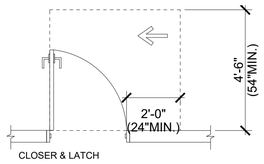
SCALE: 3/4" = 1'-0"



DOOR (HALL SIDE) 1 A-108

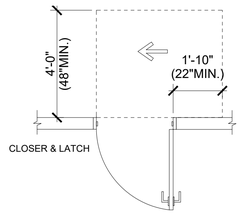
SCALE: 3/4" = 1'-0"

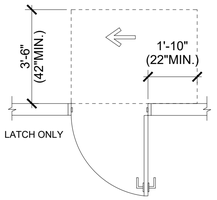




PULL SIDE LATCH APPROACH 8 A-108

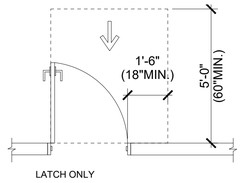
SCALE: 3/8" = 1'-0"





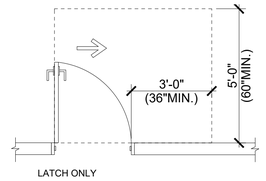
PUSH SIDE HINGE 7 A-108

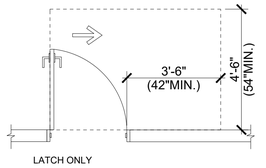
SCALE: 3/8" = 1'-0"



PULL SIDE FRONT APPROACH 6 A-108

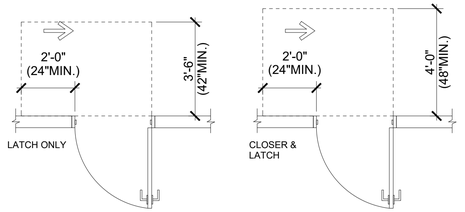
SCALE: 3/8" = 1'-0"





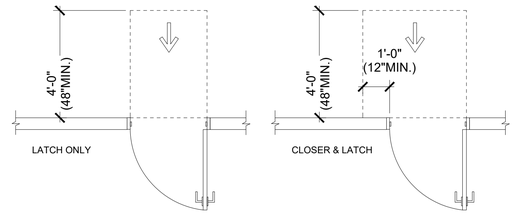
PULL SIDE HINGE APPROACH 5 A-108

SCALE: 3/8" = 1'-0"



PUSH SIDE LATCH APPROACH 10 A-108

SCALE: 3/8" = 1'-0"



PUSH SIDE FRONT APPROACH 9 A-108

SCALE: 3/8" = 1'-0"

GENERAL NOTES:

1. DOOR OPENING FORCE SHALL NOT EXCEED 8.5 POUNDS PER FOOT ON AN EXTERIOR DOOR AND 5 POUNDS PER FOOT ON AN INTERIOR DOOR.
2. MAINTAIN DOOR CLEARANCE SCENARIO AS APPLICABLE TO ROOM CONFIGURATION. NEW FURNITURE SHALL NOT ENCROACH ON REQUIRED CLEARANCES.

studio1+

ARCHITECT:
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AA26003729
EDWARD 'JOE' KNOUS, RA
9100 CONROY WINDERMERE ROAD
SUITE 200 PMB 374
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Thu, 15 Aug 2024
4:54pm

SHEET TITLE:

ADA DETAILS

SHEET NUMBER: A-108

REV. 0

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ALTA/NSPS LAND TITLE SURVEY

PAGE 1 OF 1

LEGAL DESCRIPTION:

PARCEL 1:
THE NORTHERLY THREE-QUARTERS (3/4) OF LOT 11, BLOCK 4, DOUGHERTY'S SUBDIVISION, AS RECORDED IN DEED BOOK "M", PAGE 701 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPT THE SOUTHERLY 45.00 FEET OF THE EAST 161.12 FEET THEREOF; AND EXCEPT THAT PART NOW IN U.S. HIGHWAY NO. 1 (100-FOOT RIGHT-OF-WAY).

PARCEL 2:
THE WEST ONE-HALF (1/2) OF THE SOUTH ONE-QUARTER (1/4) OF LOT 11, BLOCK 4, DOUGHERTY'S SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK "M", PAGE 701 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

CERTIFIED TO:
EPB ENGINEERING & CONSTRUCTION, PLLC;
PROFESSIONAL TITLE AGENCY, A DIVISION OF LANDCASTLE TITLE GROUP, LLC;
CHICAGO TITLE INSURANCE COMPANY;

LEGAL NOTE:
THE SURVEY LEGAL DESCRIPTION IS THE SAME PROPERTY AS DESCRIBED IN CHICAGO TITLE INSURANCE COMPANY'S TITLE COMMITMENT FILE NO. DB912309009.

PARCEL DETAILS:

- PARCEL CONTAINS 39,251.53 SQUARE FEET OR 0.90 ACRES, MORE OR LESS;
- PARCEL DESCRIBED BY PORTIONS OF PLATTED LOT LEGAL DESCRIPTION;
- VEHICULAR ACCESS TO PROPERTY PROVIDED ON THE NORTH, EAST AND WESTERLY SIDES OF SITE;

BUILDING DETAILS:

- THERE IS 1 BUILDING ON SUBJECT SITE;
- BUILDING CONTAINS 7,428.26 SQUARE FEET;
- BUILDINGS MEASURED AT FOUNDATION FOOTER;

PARKING DETAILS:

- THERE ARE 49 MARKED PARKING SPACES WITHIN THE BOUNDARY OF PROPERTY. (9' X 18'±)
- SOME SPACES (5) PROVIDE ADDITIONAL ACCESS.
- THERE MAY BE ADDITIONAL UNMARKED PARKING ON OR AROUND SUBJECT SITE.

SURVEY NOTES

- CONCRETE CROSSING OVER THE NORTH AND WESTERLY PROPERTY LINES.
- ASPHALT CROSSING OVER THE NORTH PROPERTY LINE.
- THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.
- PROPERTY SUPPLIED BY CITY WATER AND SEWER.
- PLAT BOOK REPUBLISHED AT PLAT BOOK 12, PAGE 120, VOLUSIA COUNTY.

THE PARCELS HEREIN ARE CONTIGUOUS AND CONTAIN NO GORES, GAPS OR OVERLAPS ALONG THEIR COMMON BOUNDARIES UNLESS SHOWN HEREON.

SURVEY NUMBER: 607526
CLIENT NO. DB12309009
PARCEL NO.
744130040110
744130040113
FLORIDA COUNTY: VOLUSIA
REGION: 1
FIELDWORK DATE: 10-18-2023

FLOOD ZONE: X
COMMUNITY NO. 125132
PANEL NO. 0543
SUFFIX: J

PROPERTY ADDRESS:

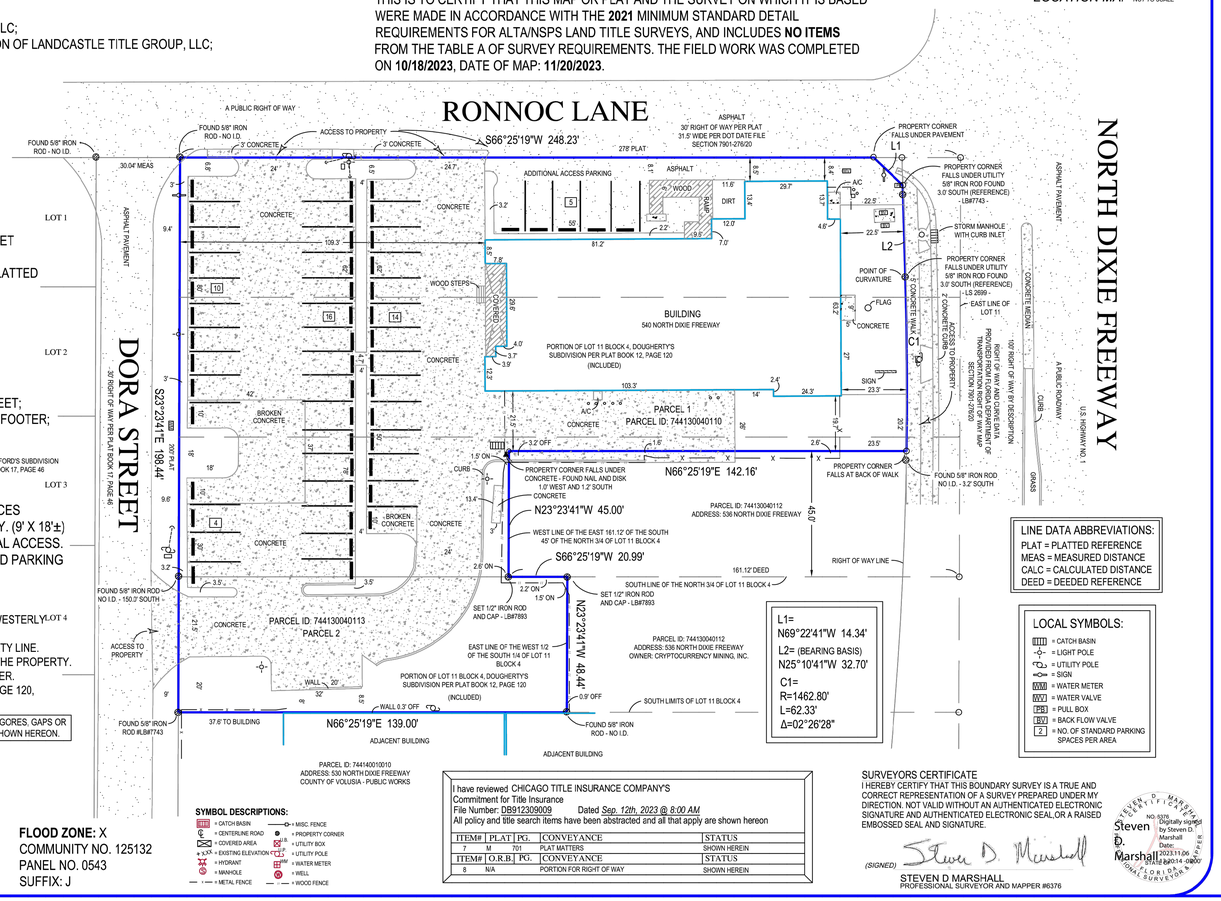
540 NORTH DIXIE FREEWAY
NEW SMYRNA BEACH, FLORIDA 32168

ALTA/NSPS CERTIFICATION:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE **2021** MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, AND INCLUDES **NO ITEMS** FROM THE TABLE A OF SURVEY REQUIREMENTS. THE FIELD WORK WAS COMPLETED ON **10/18/2023**, DATE OF MAP: **11/20/2023**.

SCALE 1"=25'

SITE ★

LOCATION MAP NOT TO SCALE



SYMBOL DESCRIPTIONS:
CB = CATCH BASIN; CL = CENTERLINE ROAD; CA = COVERED AREA; 123.4 = EXISTING ELEVATION; HY = HYDRANT; MH = MANHOLE; MF = METAL FENCE; MISC. FENCE; PC = PROPERTY CORNER; UB = UTILITY BOX; UP = UTILITY POLE; WM = WATER METER; WELL; WF = WOOD FENCE

LINE DATA ABBREVIATIONS:
PLAT = PLATTED REFERENCE
MEAS = MEASURED DISTANCE
CALC = CALCULATED DISTANCE
DEED = DEEDED REFERENCE

L1= N69°22'41"W 14.34'
L2= (BEARING BASIS) N25°10'41"W 32.70'
C1= R=1462.80' L=62.33' Δ=02°26'28"

LOCAL SYMBOLS:
CB = CATCH BASIN
LP = LIGHT POLE
UP = UTILITY POLE
SIGN
WM = WATER METER
WV = WATER VALVE
PB = PULL BOX
BFV = BACK FLOW VALVE
2 = NO. OF STANDARD PARKING SPACES PER AREA

I have reviewed CHICAGO TITLE INSURANCE COMPANY'S Commitment for Title Insurance
File Number: DB912309009 Dated *Sep. 12th, 2023 @ 8:00 AM*
All policy and title search items have been abstracted and all that apply are shown hereon

ITEM#	PLAT	PG.	CONVEYANCE	STATUS
7	M	701	PLAT MATTERS	SHOWN HEREIN
ITEM#	O.R.B.	PG.	CONVEYANCE	STATUS
8	N/A		PORTION FOR RIGHT OF WAY	SHOWN HEREIN

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) Steven D. Marshall

STEVEN D MARSHALL
PROFESSIONAL SURVEYOR AND MAPPER #6376

Steven D. Marshall NO. 6376 Digitally signed by Steven D. Marshall Date: 2023.11.06 15:03:14 -05'00'

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON HAVE BEEN ABSTRACTED FOR EASEMENTS AND RIGHTS-OF-WAY OF RECORD BY CHICAGO TITLE INSURANCE COMPANY
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
6) FENCE OWNERSHIP NOT DETERMINED
7) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFERENCED TO N.A.V.D. 1988
8) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION, ITS PURPOSE IS TO DETERMINE THE LOCATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE PERFORMED FROM THIS SURVEY. THE SURVEYOR ASSUMES NO RESPONSIBILITIES FOR ANY OTHER USE. PRIOR TO SUCH USE, TARGET SURVEYING ASSUMES NO RESPONSIBILITIES FOR ANY OTHER USE. TARGET SURVEYING SHALL BE NOTIFIED PRIOR TO ANY SUCH USE.
9) IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL FEATURES.
10) IMPROVEMENTS LOCATED FROM VISIBLE EVIDENCE ONLY. THIS SURVEY SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7903
SERVING FLORIDA
6250 N. MILITARY TRAIL SUITE 102
WEST PALM BEACH FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (866) 715-4076
WEBSITE: http://targetsurveying.net

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ARCHITECT:
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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED: Thu, 15 Aug 2024 4:54pm

SHEET TITLE:
EXISTING TITLE SURVEY

SHEET NUMBER: A-201
REV. 0

EXISTING TITLE SURVEY
SCALE: NTS

A-201

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REMOVE ASPHALT PAVING WHERE NEW OUTDOOR GARDEN SALES ARE IS GOING. VERIFY EXTENTS WITH DELEGATED DESIGNER FOR FOUNDATION WORK.

MULCH AREA TO BE REMOVED AND INFILLED WITH NEW 4" THICK 3,000 PSI CONCRETE

REMOVE FLAG POLE AND FOUNDATION

MODIFY EXISTING CHAIN LINK FENCE

NOTE THIS AREA IS CURRENTLY ASPHALT PAVEMENT AND EXTENDS TO SIDEWALK AND CURB CUT

RONNOC LANE

NORTH DIXIE FREEWAY

DORA STREET

BUILDING

PARCEL 1
PARCEL ID: 744130040110

PARCEL ID: 744130040113
PARCEL 2

PARCEL ID: 744130040112
ADDRESS: 536 NORTH DIXIE FREEWAY
OWNER: CRYPTOCURRENCY MINING, INC.

PARCEL ID: 744140010010
ADDRESS: 530 NORTH DIXIE FREEWAY
COUNTY OF VOLUSIA - PUBLIC WORKS

LOT 1
LOT 2
LOT 3
LOT 4

MARY A. FULFORD'S SUBDIVISION
PLAT BOOK 17, PAGE 46

PORTION OF LOT 11 BLOCK 4, DOUGHERTY'S SUBDIVISION PER PLAT BOOK 12, PAGE 120 (INCLUDED)

S66°25'19"W 248.23'

N66°25'19"E 142.16'

N23°23'41"W 45.00'

S23°23'41"E 198.44'

N23°23'41"W 48.44'

N66°25'19"E 139.00'

SCALE: 1"=25'

LINE DATA ABBREVIATIONS:
PLAT = PLATTED REFERENCE
MEAS = MEASURED DISTANCE
CALC = CALCULATED DISTANCE
DEED = DEEDED REFERENCE

L1=
N69°22'41"W 14.34'

L2= (BEARING BASIS)
N25°10'41"W 32.70'

C1=
R=1462.80'
L=62.33'
Δ=02°26'28"

LOCAL SYMBOLS:
- = CATCH BASIN
- = LIGHT POLE
- = UTILITY POLE
- = SIGN
- WM = WATER METER
- WV = WATER VALVE
- PB = PULL BOX
- BV = BACK FLOW VALVE
- 2 = NO. OF STANDARD PARKING SPACES PER AREA

LEGEND

A/C	AIR CONDITIONER
B.F.P.	BACKFLOW PREVENTER
C.B.S.	CONCRETE BLOCK STRUCTURE
EL.	ELEVATION
F.F.	FINISHED FLOOR
I.D.	IDENTIFICATION
L	LENGTH
L.B.	LICENSED BUSINESS
M	MEASURED
N.T.S.	NOT TO SCALE
N&D	NAIL & DISC
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
O.R.B.	OFFICIAL RECORDS BOOK
P	PLAT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
P.B.	PLAT BOOK
PK	PARKER KYLON NAIL
R	RADIUS
TAN	TANGENT
T.B.M.	TEMPORARY BENCH MARK
℄	CENTERLINE
&	AND
#	NUMBER
Δ	DELTA OR CENTRAL ANGLE
	CONCRETE
— x —	CHAIN LINK FENCE
— // —	WOOD FENCE
— — —	MISCELLANEOUS FENCE
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT

EXISTING SITE PLAN
SCALE: 1/16" = 1'-0"

A-202

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APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:54pm

SHEET TITLE:
EXISTING SITE PLAN

SHEET NUMBER: A-202
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NEW COVERED OUTDOOR GARDEN SALES AREA. ROOF STRUCTURE TO BE DELEGATED DESIGN.

INSTALL 4" THICK 3,000 PSI CONCRETE IN EXISTING DIRT / MULCH BED AREAS. EXTEND UP TO NEW STEM WALL AND UNDER NEW RAMPS AND LANDINGS.

NEW 4" THICK 3,000 PSI CONCRETE SIDEWALK WITH LIGHT BROOM FINISH TO CONNECT TO EXISTING SITE WALK. PROVIDE (4) #3 DOWELS TO CONNECT TO EXISTING SIDEWALK.

NEW CONCRETE UNDER EXISTING ROOF LINE. SEE DEMO AND NEW FLOOR PLANS.

SETBACK LINE, 5 FEET TYP. ON ALL SIDES

NEW OUTDOOR UNCOVERED BULK STORAGE

PROVIDE BOLLARDS AROUND AC UNITS

NEW PROPANE TANK AREA DESIGNED BY PROPANE VENDOR. PROVIDE NECESSARY BOLLARDS AROUND AREA AS DIRECTED BY THE PROPANE VENDOR. SEE ELECTRICAL DWGS FOR POWER REQUIREMENTS.

RONNOC LANE

NORTH DIXIE FREEWAY

DORA STREET

BUILDING
540 NORTH DIXIE FREEWAY

PORTION OF LOT 11 BLOCK 4, DOUGHERTY'S SUBDIVISION PER PLAT BOOK 12, PAGE 120 (INCLUDED)

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PARCEL 2

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OWNER: CRYPTOCURRENCY MINING, INC.

PARCEL ID: 744140010010
ADDRESS: 530 NORTH DIXIE FREEWAY
COUNTY OF VOLUSIA - PUBLIC WORKS

ADJACENT BUILDING

LOT 1 · LOT 2 · LOT 3 · LOT 4

MARY A. FULFORD'S SUBDIVISION PLAT BOOK 17, PAGE 46

N66°25'19"E 142.16'

N23°23'41"W 45.00'

S66°25'19"W 20.99'

N23°23'41"W 48.44'

N66°25'19"E 139.00'

S23°23'41"E 198.44'

S66°25'19"W 248.23'

NEW SITE PLAN

SCALE: 1/8" = 1'-0"

A-203

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540 NORTH DIXIE HWY

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AHJ: CITY OF NEW SMYRNA BEACH

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APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:54pm

SHEET TITLE:
NEW SITE PLAN

SHEET NUMBER: A-203
REV. 0

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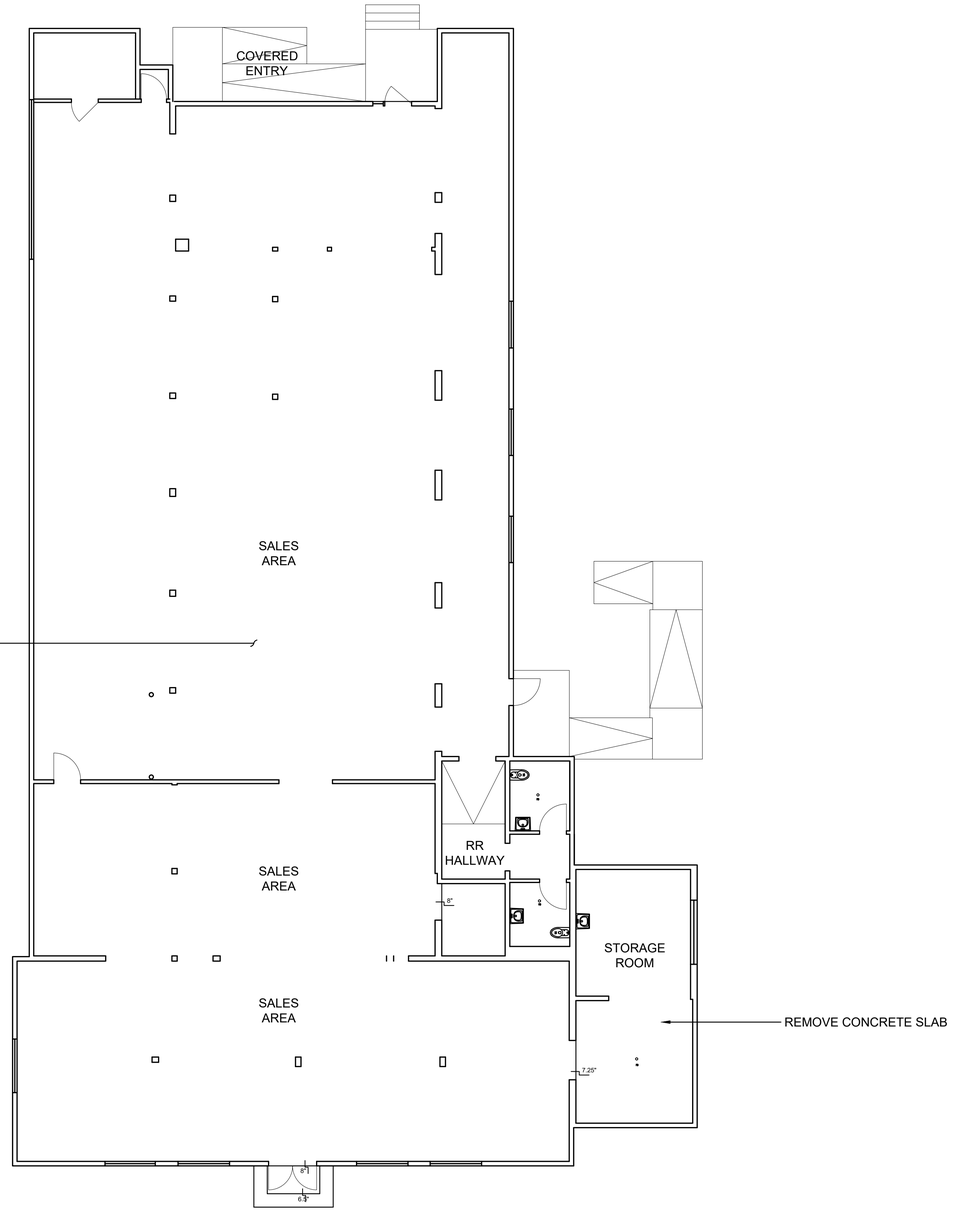

ENTIRE FLOOR THROUGHOUT ALL ROOMS WITHIN THE BUILDING SHALL BE REMOVED. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL NOTES. FLOOR ASSEMBLY IS ELEVATED WOOD FLOOR SYSTEM WITH CRAW SPACE BELOW. SELECT INTERIOR COLUMNS ARE TO BE DEMOLISHED ALONG WITH THEIR ASSOCIATED FOUNDATIONS TO PREPARE FOR NEW STEEL COLUMNS AND CONCRETE FOUNDATIONS.

GENERAL DEMOLITION NOTE

1. FLOOR SLAB DEMOLITION DIMENSIONS ARE PROVIDED TO CONTRACTOR FOR LOCATION OF WORK. EXACT LOCATIONS SHALL BE LAID OUT ON SITE PRIOR TO SLAB AND FOUNDATION WORK TO CONFIRM NEW WALL LOCATIONS.
2. UNDERGROUND PLUMBING WILL BE MODIFIED BASED ON EXISTING AND NEW PLUMBING FIXTURE LOCATIONS. CONTRACTOR SHALL SNAKE AND CAMERA ALL EXISTING UNDERGROUND LINES TO HAVE DOCUMENTED IF NECESSARY. PROVIDE VIDEO TO OWNER AND ARCHITECT FOR RECORDS. HISTORICAL PLANS HAVE BEEN PROVIDED BUT WE CAN NOT CONFIRM THEIR ACCURACY.
3. CONTRACTOR SHALL PHOTO DOCUMENT EXISTING CONDITIONS PRIOR TO STARTING WORK.
4. ALL SLAB CUTS HAVE NOT BEEN SHOWN ON PLANS. CONTRACTOR SHALL COORDINATE FULL EXTENT WITH SUBS.
5. CONTRACTOR TO PROVIDE NECESSARY SHORING AS REQUIRED.

DEMO FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

A-204

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APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:54pm

SHEET TITLE:

DEMO FOUNDATION PLAN

SHEET NUMBER: A-204

REV. 0

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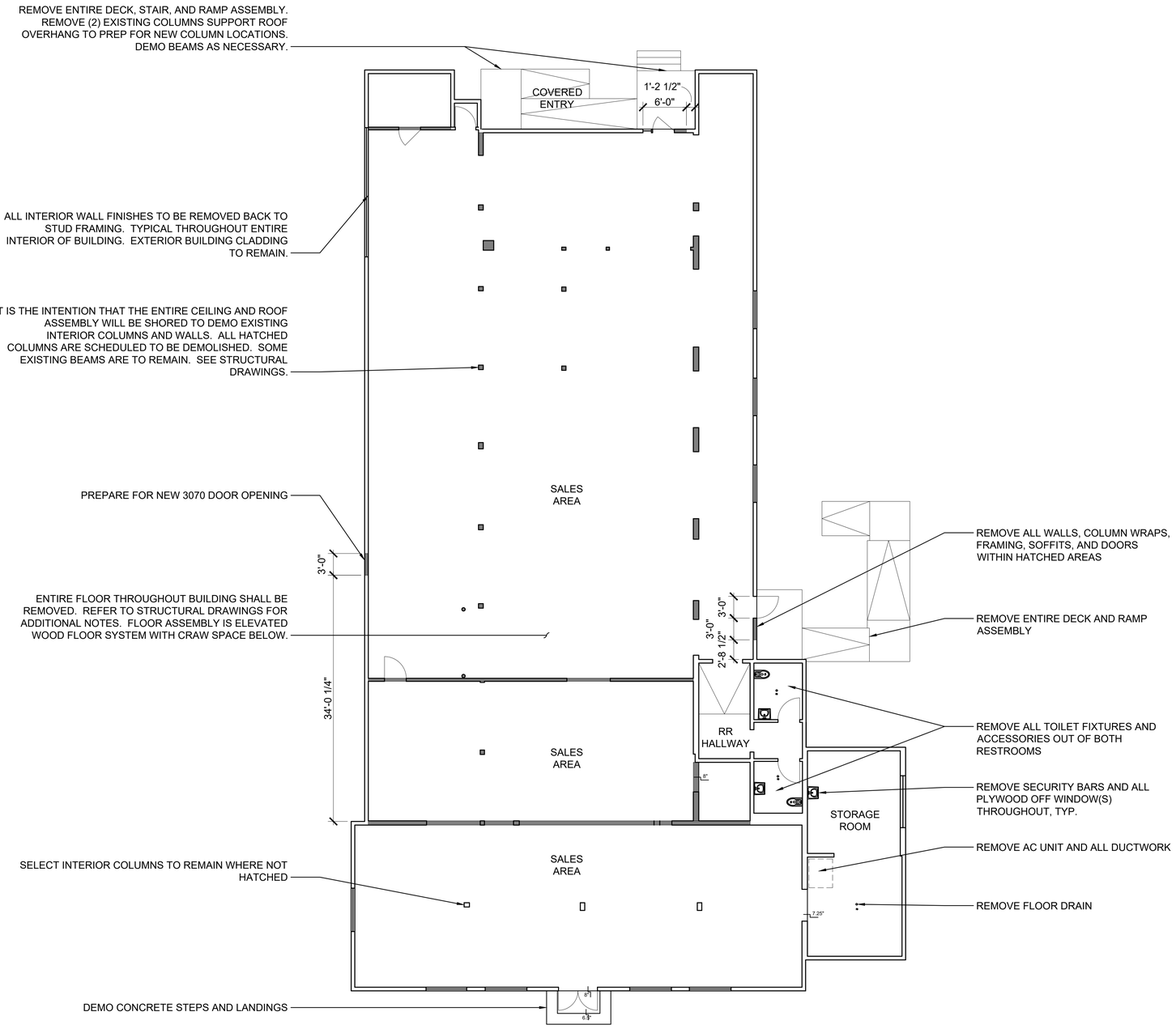

GENERAL DEMOLITION NOTES

1. CONTRACTOR SHALL PHOTO DOCUMENT EXISTING CONDITIONS PRIOR TO STARTING WORK.
2. WIRE TRACE ALL CIRCUITS SCHEDULED TO BE MODIFIED AND/OR RELOCATED.
3. REMOVE ALL EXISTING DRYWALL AS NECESSARY TO COMPLETE NEW SCOPE OF WORK.
4. REMOVE ALL ABANDONED CONDUIT, WIRES, DATA LINES, ETC.
5. SEE MEP DRAWINGS FOR ADDITIONAL DEMO ITEMS.
6. IT IS THE INTENTION THAT ALL EXISTING POWER CIRCUITS, LIGHTING CONTROLS, INTERIOR PANELS, AND LIGHTING FIXTURES ARE TO BE REMOVED.

DEMO FLOOR PLAN

SCALE: 1/8" = 1'-0"

A-205

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Thu, 15 Aug 2024
4:55pm

SHEET TITLE:
DEMO FLOOR PLAN

SHEET NUMBER: A-205
REV. 0

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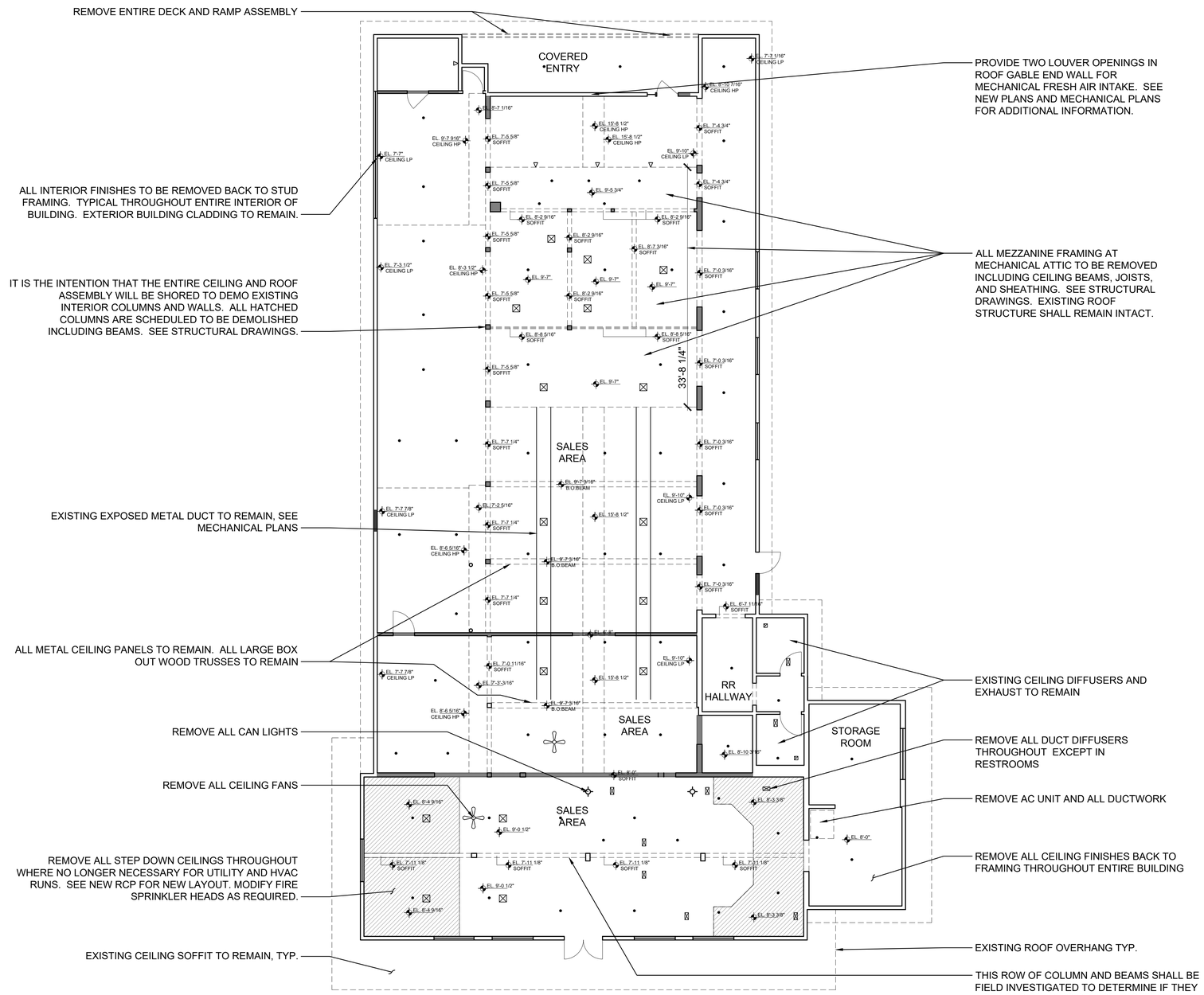

GENERAL DEMOLITION NOTE

1. CONTRACTOR SHALL REMOVE ALL CABLING INCLUDING SECURITY, SPEAKER, POWER, AND DATA, LOCATED ABOVE AND BELOW CEILING. THE EXACT EXTENT OF THIS IS NOT KNOWN BUT CONTRACTOR SHALL LOOK ABOVE CEILING TO UNDERSTAND EXISTING CONDITIONS AND PROVIDE A BUDGET TO OWNER FOR THIS SCOPE.
2. CONTRACTOR SHALL PHOTO DOCUMENT EXISTING CONDITIONS PRIOR TO STARTING WORK.
3. ALL CEILING, GRID, AND HANGERS TO BE REMOVED AS SHOWN ON DEMO PLANS, U.N.O.
4. SEE MEP DRAWINGS FOR ADDITIONAL DEMO ITEMS.
5. SEE DEMO PHOTOS FOR ADDITIONAL INFORMATION.
6. FLOOR IS GOING TO BE LOWERED BY 1.05 FEET. ALL ELEVATION TAGS SHOWN ON THIS PLAN REPRESENT EXISTING CEILING ELEVATIONS BASED ON EXISTING FINISH FLOOR ELEVATION. ALL ELEVATIONS WILL CHANGE BY AN ADDITIONAL 1.05 FEET.

SYMBOLS	
	HVAC RETURN AIR GRILLE
	HVAC SUPPLY AIR DIFFUSER
	EXHAUST GRILLE
	PENDANT SPRINKLER HEAD
	WALL MOUNTED SPRINKLER HEAD
	RECESSED LIGHT
S	SPEAKER
	2X4 LIGHT FIXTURE
	ACCESS PANEL

DEMO REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

1 / A-206

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4:55pm

SHEET TITLE:
DEMO REFLECTED CEILING PLAN

SHEET NUMBER: A-206

REV. 0

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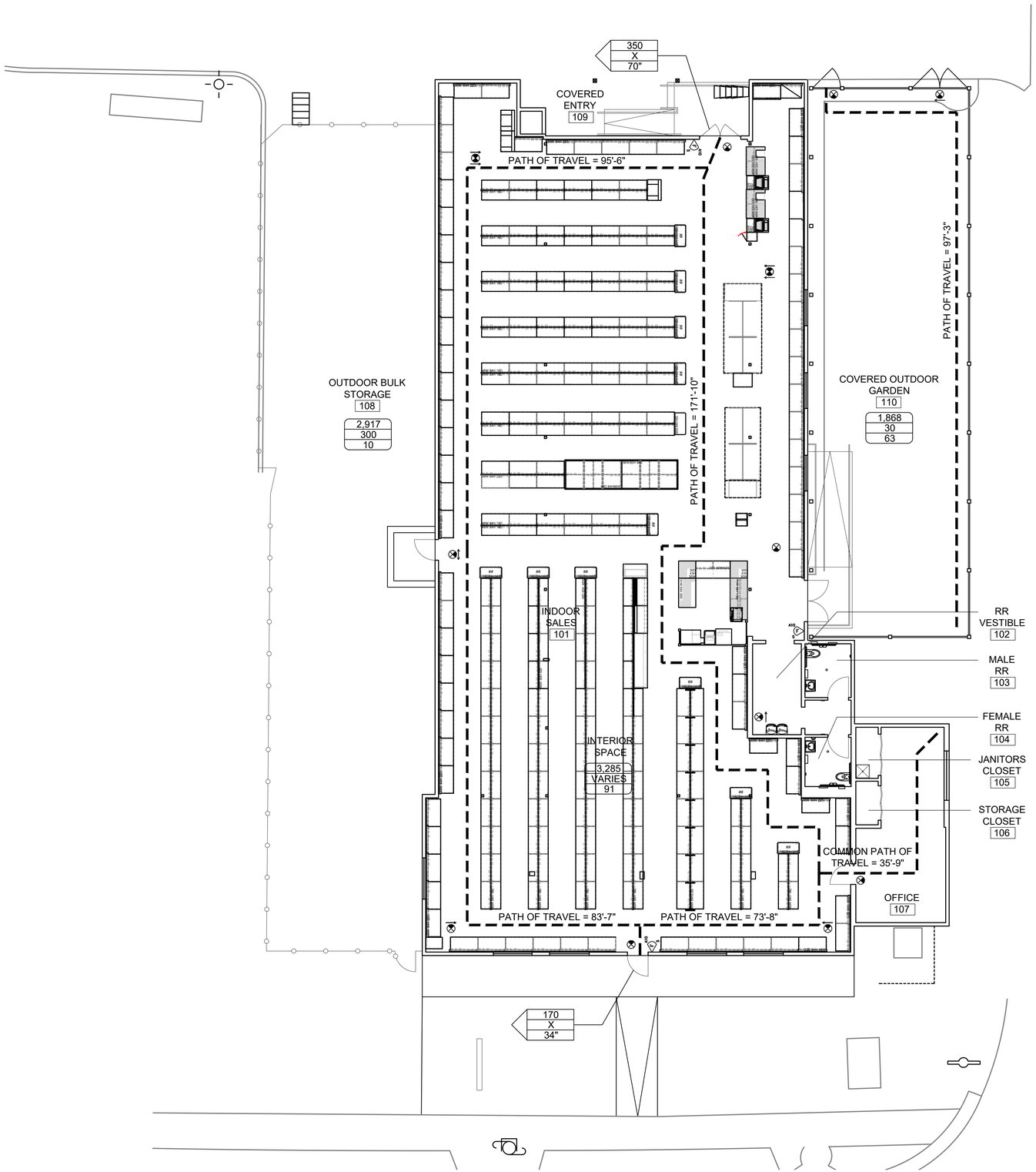

LIFE SAFETY PLAN

SCALE: 1/8" = 1'-0"

A-205

SYMBOLS	
▬▬	TRAVEL PATH, DISTANCES
⊗	EXIT SIGN
P	MANUAL PULL STATION
AED	AUTOMATED EXTERNAL DEFIBRILLATOR
X / X / X	ALLOWABLE OCCUPANT LOAD ACTUAL OCCUPANT LOAD DOOR WIDTH
X / X / X	ROOM AREA AREA PER OCCUPANT NUMBER OF OCCUPANTS
A5 / F / S	SUFFIX: A5 = 5lb ABC EXTINGUISHER A10 = 10lb ABC EXTINGUISHER B = 5.5lb 40BC EXTINGUISHER C5 = 5lb CO2 EXTINGUISHER C10 = 10lb CO2 EXTINGUISHER W = 2 1/2 GALLON WATER EXTINGUISHER SUFFIX: S = SURFACE MOUNTED CABINET SH = SURFACE MOUNTED HOOK WITH BACKBOARD SR = SEMI-RECESSED CABINET R = RECESSED CABINET

LIFE SAFETY NOTES

1. SEE ELECTRICAL DRAWINGS FOR ADDITIONAL LIFE SAFETY INFORMATION.
2. SEE FIRE EXTINGUISHER MANUFACTURER INFORMATION FOR CABINET SIZING BASED ON EXTINGUISHER SIZE. ALL CABINETS TO BE SEMI-RECESSED ADA COMPLIANT, WHITE IN COLOR, RED LETTERING.
3. OFFICE FURNITURE PURCHASED BY OWNER, INSTALLED BY CONTRACTOR.
4. MOUNT OCCUPANCY SIGN NEAR ENTRANCE DOOR TO ALL ASSEMBLY ROOMS.

NFPA - OCCUPANT LOAD CALC.

AREA:	ROOM:	SF:	SF/PERSON:	OCCUPANT LOAD:
101	INDOOR SALES	2,626	30	88
102	HALLWAY	137	N/A	0
103	MALE RESTROOM	63	N/A	0
104	FEMALE RESTROOM	61	N/A	0
105	JANITORS CLOSET	28	N/A	0
106	STORAGE CLOSET	24	N/A	0
107	OFFICE	346	100	4
108	OUTDOOR BULK STORAGE	2,917	300	10
109	COVERED ENTRY	N/A	N/A	0
110	COVERED OUTDOOR GARDEN	1,868	30	63
			TOTAL:	165

FBC - OCCUPANT LOAD CALC.

AREA:	ROOM:	SF:	SF/PERSON:	OCCUPANT LOAD:
101	INDOOR SALES	2,626	60	44
102	HALLWAY	137	N/A	0
103	MALE RESTROOM	63	N/A	0
104	FEMALE RESTROOM	61	N/A	0
105	JANITORS CLOSET	28	N/A	0
106	STORAGE CLOSET	24	N/A	0
107	OFFICE	346	150	3
108	OUTDOOR BULK STORAGE	2,917	300	10
109	COVERED ENTRY	N/A	N/A	0
110	COVERED OUTDOOR GARDEN	1,868	60	32
			TOTAL:	89

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LAST FILED: Thu, 15 Aug 2024 4:55pm

SHEET TITLE: LIFE SAFETY PLAN

SHEET NUMBER: A-207
REV. 0

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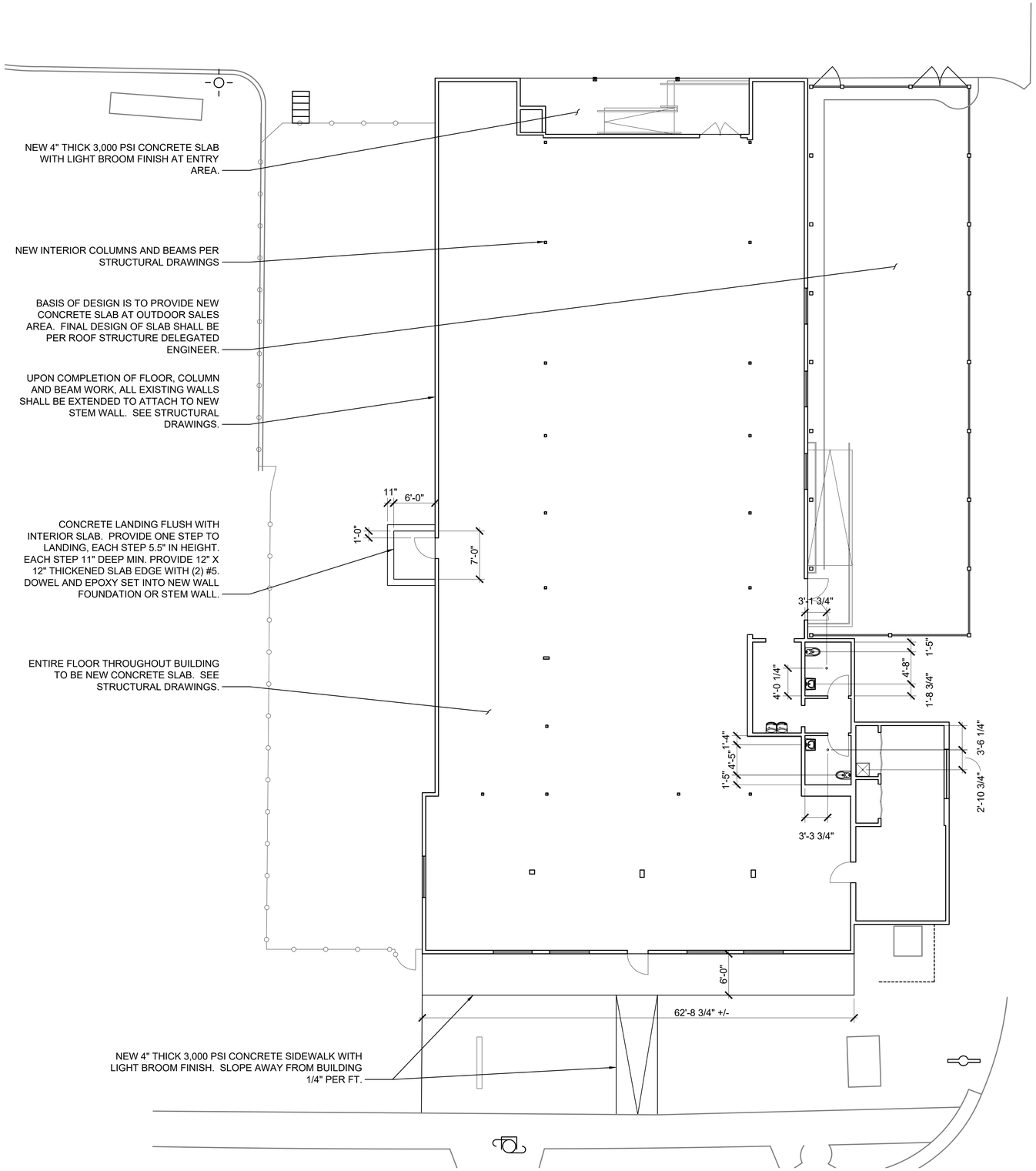


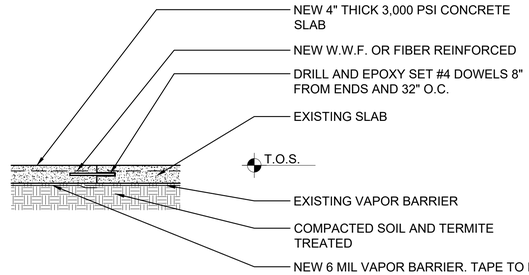
NEW FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

A-205

FOUNDATION NOTES

1. FIBERMESH REINFORCED CONCRETE.
2. 4" REINFORCED 3000 PSI CONCRETE FOR SIDEWALKS AND OUTDOOR SLABS.
3. REFER TO MANUFACTURER SPECIFICATIONS PRIOR TO POURING OR RECESSING DOOR SILLS.
4. ALL FILL TO BE FREE OF ORGANIC MATERIAL AND COHESIVE SOILS, COMPACTED IN 12" LIFTS TO 95% OF MAX. DRY DENSITY AS DETERMINED BY ASTM-1557.
5. SLOPE ALL CONCRETE 1/4" PER FOOT AWAY FROM BUILDING.



SLAB CUT DETAIL

SCALE: 3/4" = 1'-0"

A
A-208

studio1+

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Thu, 15 Aug 2024
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SHEET TITLE:
NEW FOUNDATION PLAN

SHEET NUMBER: A-208

REV. 0

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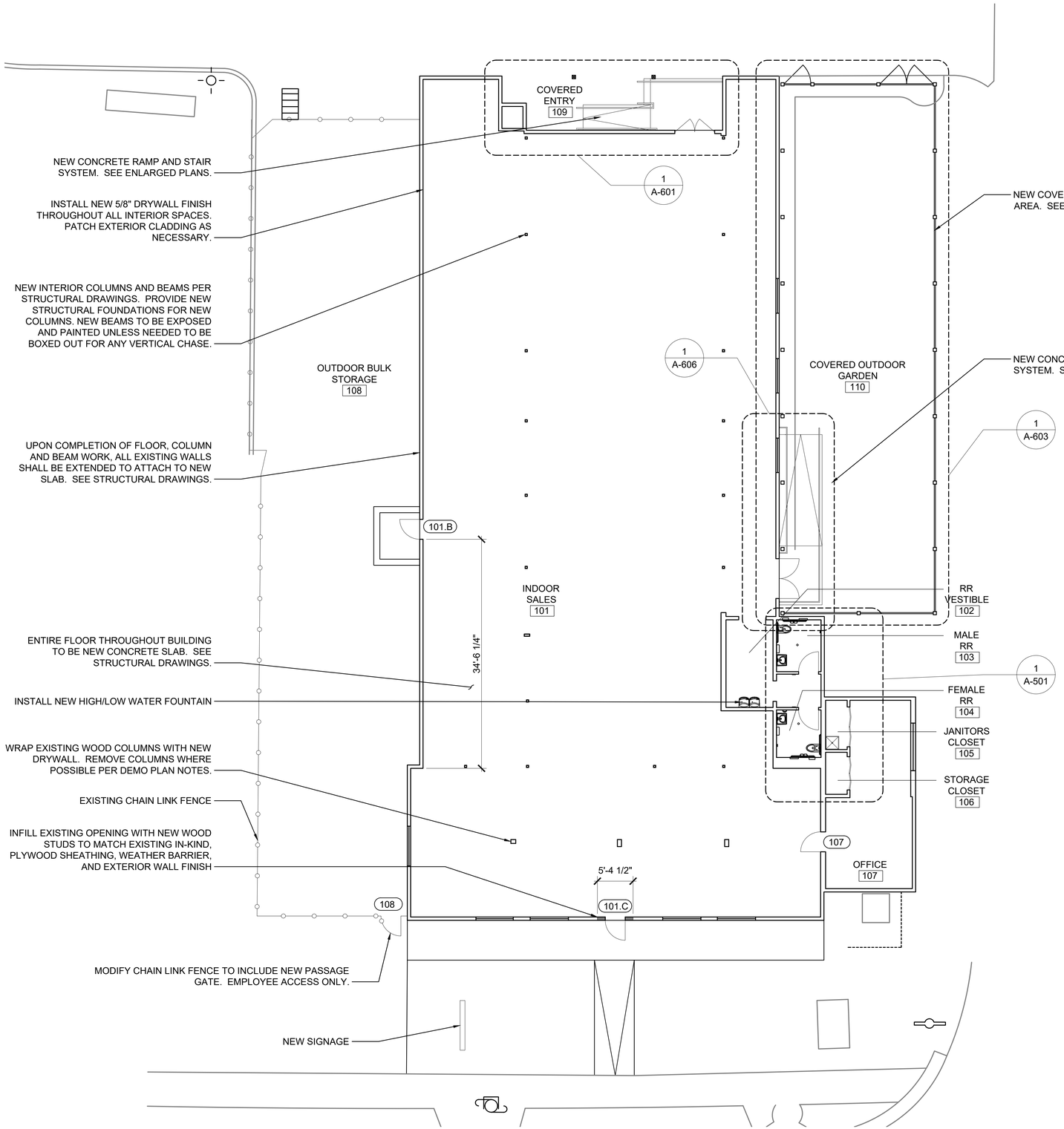

NEW FLOOR PLAN

SCALE: 1/8" = 1'-0"

1 A-209

GENERAL NOTES

1. ALL DRYWALL TO BE 5/8" GYPSUM BOARD. PROVIDE 5/8" MOISTURE RESISTANT (GREEN BOARD) IN RESTROOMS.
2. ALL WALLS TO RECEIVE LEVEL 4 FINISH.
3. PATCH AND REPAIR ALL EXISTING DRYWALL THAT IS TO REMAIN. SHALL RECEIVE LEVEL 4 FINISH.
4. ALL DIMENSIONS FROM FINISHED FACE U.N.O.
5. REFER TO ENLARGED FLOOR PLANS FOR WALL/PARTITION TYPES
6. REFER TO ROOM FINISH SCHEDULE FOR WALL/PARTITION FINISH(ES).
7. ALL STUD/FURRED WALLS (U.N.O.):
   - 7.1. EXTEND 6" ABOVE BOTTOM OF FINISH CEILING
   - 7.2. GYPSUM BOARD TO BE INSTALLED A MIN. OF 1/4" ABOVE THE FLOOR SLAB.
   - 7.3. SEE FINISH SCHEDULE AND REFLECTED CEILING PLANS FOR HEIGHT AND TYPE OF WALL FINISHES

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CONSULTANTS

PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:55pm

SHEET TITLE:
NEW FLOOR PLAN

SHEET NUMBER: A-209
REV. 0

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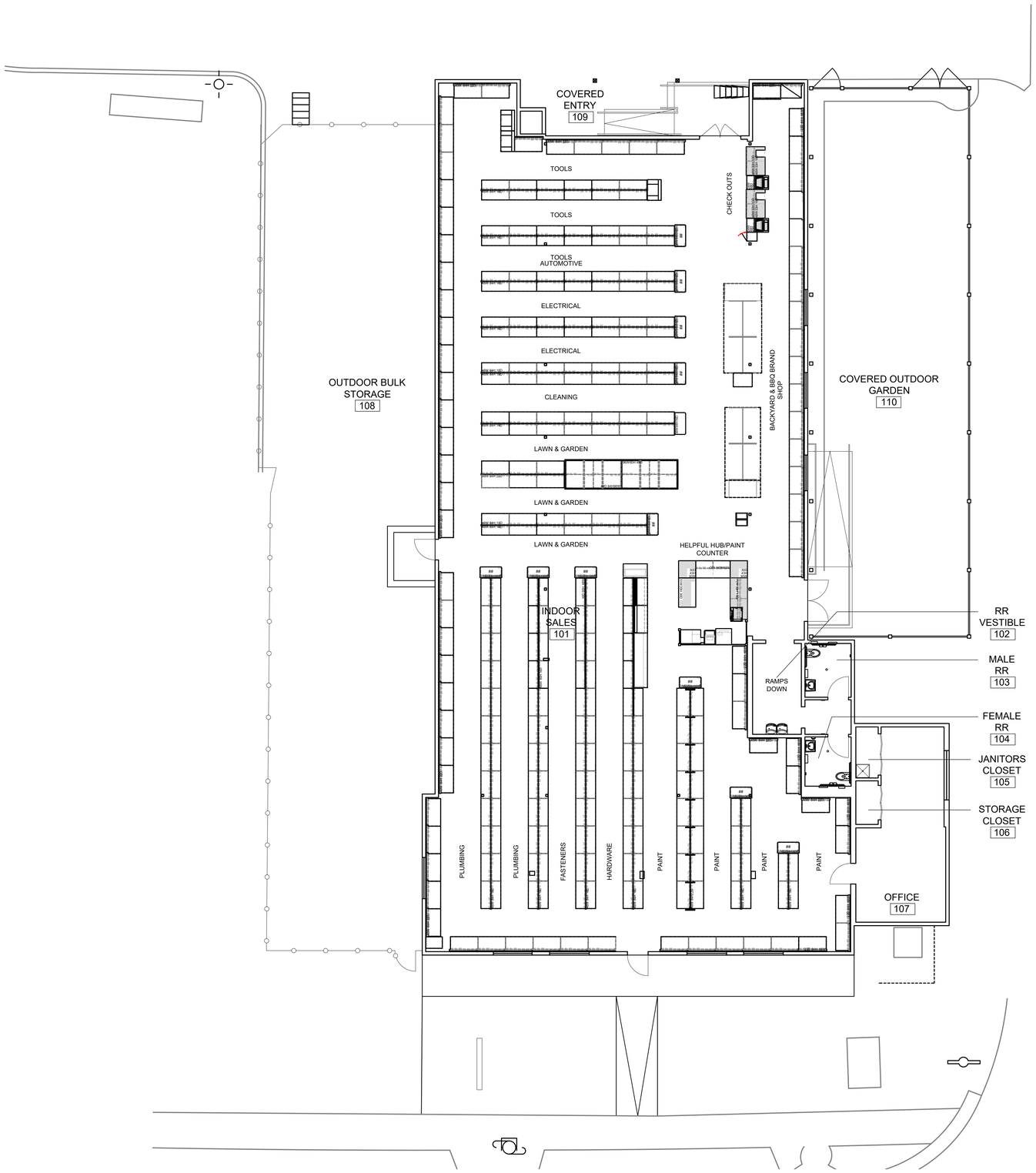

NEW RACKING PLAN

SCALE: 1/8" = 1'-0"

A-210

GENERAL NOTES

1. RACKING LAYOUT PROVIDED FOR REFERENCE ONLY. COORDINATE WITH OWNER.

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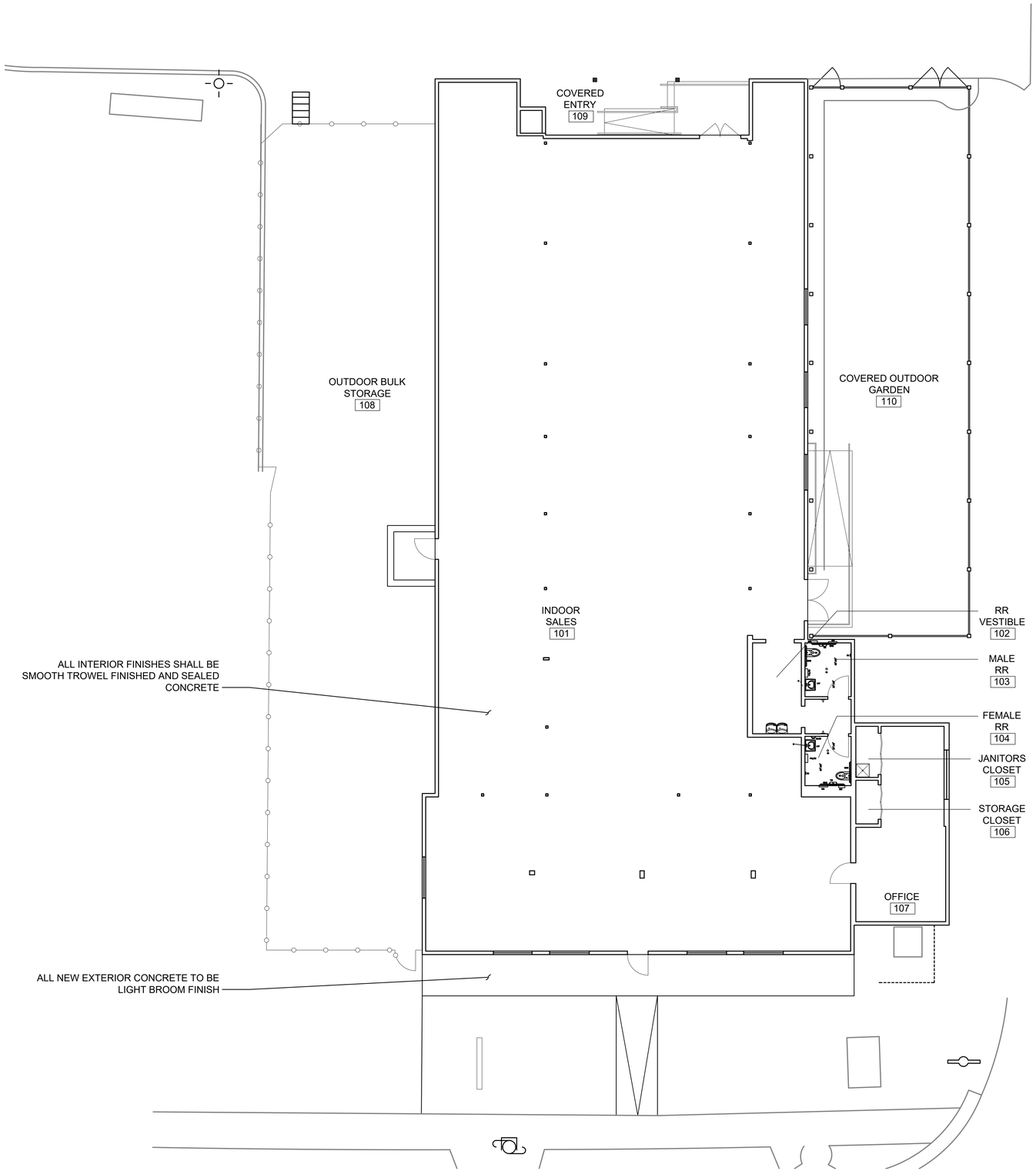

NEW FINISH FLOOR PLAN

SCALE: 1/8" = 1'-0"

A-211

GENERAL NOTES

1. ALL WALLS TO RECEIVE LEVEL 4 FINISH.
2. PATCH AND REPAIR ALL EXISTING DRYWALL THAT IS TO REMAIN. SHALL RECEIVE LEVEL 4 FINISH.
3. FLOORS SHALL BE PATCHED AND PREPARED IF NECESSARY FOR THE INSTALLATION OF FLOORING MATERIAL. REFER TO FLOORING MANUFACTURER'S INFORMATION FOR PREPARATION REQUIREMENTS.
4. ANY NEW CONCRETE SHALL BE CURED PER FLOOR MFR. REQUIREMENTS PRIOR TO INSTALLATION OF MATERIAL.
5. ALL GYPSUM WALLS SHALL HAVE 4" HIGH VINYL BASE.
6. ALL WALLS WITH TILE FINISH SHALL HAVE COVE TILE U.N.O.
7. SUBMIT SAMPLES TO OWNER FOR APPROVAL.
8. PROVIDE 5% ATTIC STOCK OF ALL FINISH MATERIAL.
9. ADA FIXTURES ARE REQUIRED TO BE A MAX. DIMENSIONS ABOVE FINISH FLOOR. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND FINISHED PRIOR TO PLUMBING ROUGH IN DUE TO EXISTING FLOOR SLOPES.
10. ALL FLOORING TRANSITIONS OCCUR AT CENTER LINE OF DOOR FRAME OR AT EXTERIOR DOOR THRESHOLDS.
11. REFER TO FINISH SCHEDULE FOR ADDITIONAL INFORMATION.
12. TILE PATTERN SHALL BE PER TCN HANDBOOK. LARGE FORMAT TILE SHALL NOT BE INSTALLED IN A RUNNING BOND PATTERN.
13. WALL FINISH AT ALL WET WALLS SHALL BE TILE FINISH OF EPOXY PAINTED.

SPECIAL NOTES

1. FLOORING SCHEDULED TO BE SEALED CONCRETE.
   - 1.1. CONTRACTOR SHALL CLEAN ALL EXISTING CONCRETE SURFACES PER MFR. INSTRUCTIONS.
   - 1.2. PROVIDE CLEAR, CHEMICALLY REACTIVE, WATERBORNE SOLUTION OF INORAGNIC SILICATE OR SILICONATE MATERIALS AND PROPRIETARY COMPONENTS; ODORLESS; COLORLESS; THAT PENETRATES, HARDENS, AND DENSIFIES CONCRETE SURFACES, EQUAL TO DAYTON SUPERIOR CORPORATION DAY-CHEM SURE HARD, EUCLID CHEMICAL COMPANY EUCO DIAMOND HARD OR W.R. MEADOWS, INC. LIQUI-HARD.

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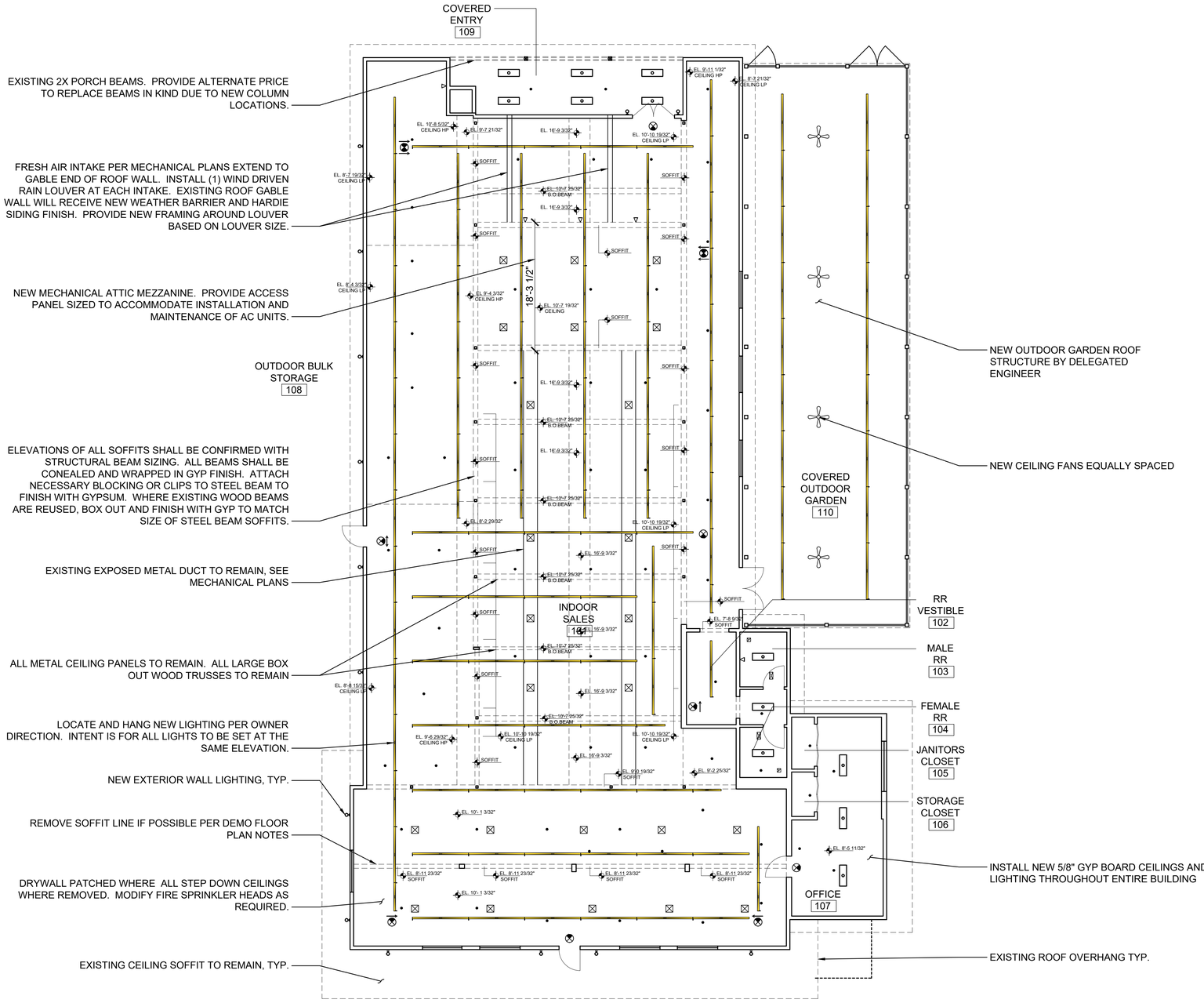

SYMBOLS	
	HVAC RETURN AIR GRILLE
	HVAC SUPPLY AIR DIFFUSER
	EXHAUST GRILLE
	PENDANT SPRINKLER HEAD
	WALL MOUNTED SPRINKLER HEAD
	RECESSED LIGHT
S	SPEAKER
	2X4 LIGHT FIXTURE
	ACCESS PANEL

GENERAL NOTES

1. REFER TO ROOM FINISH SCHEDULE FOR WALL/PARTITION FINISH(ES).
2. CEILING TILES TO BE INSTALLED PER MFR. INSTALLATION INSTRUCTIONS. ALL GRIDS SHALL BE LEVEL PRIOR TO TURNOVER TO OWNER.
3. SUSPENDED ACOUSTICAL CEILING SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH PROVISIONS OF ASTM C635 AND ASTM C636.
4. SEE LIFE SAFETY PLAN FOR EXISTING SIGN AND EMERGENCY LIGHTING LAYOUT.
5. ALL CEILINGS SHALL BE CENTERED IN ROOM. WHERE DISCREPANCIES IN LAYOUT EXISTING BETWEEN ARCHITECTURAL AND MEP LAYOUT, CONFIRM WITH ARCHITECT.
6. FLOOR WAS LOWERED 1.05 FEET (1'-0 19/32"). ALL DIMENSIONS ON NEW RCP HAVE BEEN ADJUSTED TO REFLECT NEW FLOOR FINISH BUT CONTRACTOR SHALL TAKE ALL THESE DIMENSIONS AS +/- DIMENSIONS. WHERE THE OPPORTUNITY PRESENTS ITSELF, THE OWNER WOULD LIKE THE CEILING TO BE AS SIMPLE AND AS CLEAN AS POSSIBLE SO WHERE SOFFITS CAN BE ELIMINATED, CEILINGS CAN BE RAISED, OR WHERE ELEMENTS CAN BE ADJUSTED, PROCEED WITH DOING SO.

NEW REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

1 / A-212

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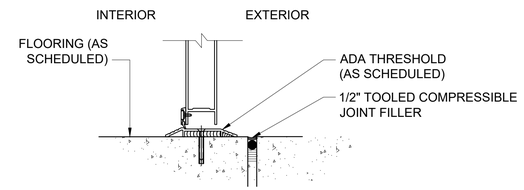
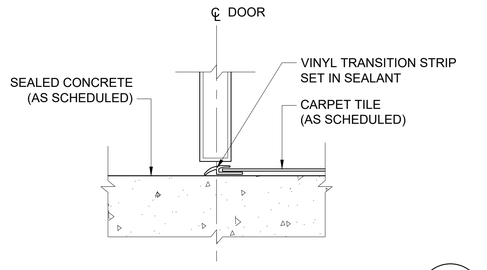
ROOM FINISH SCHEDULE

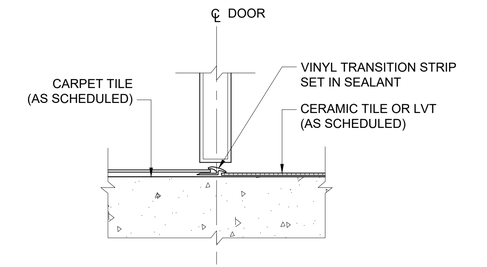
ROOM NUMBER	ROOM NAME	FLOOR FINISH	BASE FINISH	NORTH WALL MATERIAL	NORTH WALL FINISH	SOUTH WALL MATERIAL	SOUTH WALL FINISH	EAST WALL MATERIAL	EAST WALL FINISH	WEST WALL MATERIAL	WEST WALL FINISH	CEILING FINISH	CEILING HEIGHT	COMMENTS
101	INDOOR SALES	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	MAINTAIN METAL CEILING AND WOOD BEAM EXISTING CONDITIONS
102	RR VESTIBULE	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	
103	MALE RR	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	EPOXY PAINT OR TILE ON WET WALLS
104	FEMALE RR	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	EPOXY PAINT OR TILE ON WET WALLS
105	JANITOR CLOSET	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	
106	STORAGE CLOSET	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	
107	OFFICE	CS	VB	GWB	P	GWB	P	GWB	P	GWB	P	GWB-P	-	



TRANSITION DETAIL 1
SCALE: 3" = 1'-0" EXT. DOORS A-401



TRANSITION DETAIL 2
SCALE: 3" = 1'-0" CONCRETE TO CARPET TILE A-401



TRANSITION DETAIL 3
SCALE: 3" = 1'-0" CERAMIC TILE TO CARPET TILE A-401

GENERAL FINISH NOTES

1. BASE FINISH
   a. ALL DRYWALL BASE FINISH TO BE 4" VINYL BASE U.N.O. BY TARKETT (FORMALLY JOHNSONITE) TRADITIONAL VINYL 1/8". COLOR AS SELECTED BY OWNER.
   b. RESTROOM BASE FINISH TO BE CERAMIC TILE COVE. COLOR AS SELECTED BY OWNER.
2. WALL FINISH
   a. ALL GYPSUM WALLS TO RECEIVE LEVEL 4 FINISH.
   b. PATCH AND REPAIR ALL EXISTING DRYWALL THAT IS TO REMAIN.
   c. GYPSUM WALL SHALL BE 1/4" OFF SLAB.
3. CONCRETE SLAB SHALL BE PREPARED AND CURED PER MFR. REQUIREMENTS FOR ANY FLOORING PRODUCT. pH TESTING REQUIRED PRIOR TO INSTALLATION OF FLOORING PRODUCT.
4. REFER TO MFR. INSTALLATION INSTRUCTIONS. FLOORING SHALL BE WITHIN CONDITIONED SUITE 48 HOURS PRIOR TO INSTALLATION AND FULLY FUNCTIONING HVAC SYSTEM IN OPERATION FOR TEMPERATURE AND HUMIDITY CONTROL U.N.O.
5. ALL FINISHES SHALL MEET THE FINISH CLASSES PER A-101

PAINT NOTES

1. ALL SURFACES SHALL BE PROPERLY PREPARED PER PAINT MFR. REQUIREMENTS.
2. ALL PREVIOUSLY PAINTED GYPSUM SHALL BE CLEANED AND PAINTED WITH TWO FINISH COATS.
3. ALL NEW GYPSUM SHALL RECEIVE ONE PRIMER COAT AND TWO FINISH COATS.
4. NEW HOLLOW METAL DOORS AND FRAMES SHALL BE FACTORY PRIMED, ONE PRIMER COAT, AND TWO FINISH COATS.
5. EXISTING PREVIOUSLY PAINTED DOORS AND FRAMES SHALL BE PAINTED WITH TWO FINISH COATS.
6. PREVIOUSLY PAINTED SURFACES SHALL BE TESTED FOR OIL/LATEX BASED SYSTEMS.
7. PRIMER SHALL BE TINTED LIGHTER THAN TOP COATS.
8. PAINT APPLICATION SHALL FOLLOW MFR. WET AND DRY FILM THICKNESS REQUIREMENT.
9. PAINT SYSTEM BASIS OF DESIGN PPG OR APPROVED EQ.

CARPET TILE

1. CARPET TILE SHALL BE 24"x24" GLUE DOWN SYSTEM. COLOR, PATTER, AND INSTALL ORIENTATION SHALL BE SELECTED BY THE OWNER. PROVIDE MOCK UP FOR APPROVAL PRIOR TO INSTALLING.
2. BASIS OF DESIGN: SHAW CONTRACT OR APPROVED EQ.

LVT

1. COLOR, PATTERN, AND INSTALL ORIENTATION SHALL BE SELECTED BY THE OWNER. PROVIDE MOCK UP FOR APPROVAL PRIOR TO INSTALLING.
2. BASIS OF DESIGN: SHAW CONTRACT OR APPROVED EQ. WITH 20 MILL WEAR SURFACE AND 15 YEAR WARRANTY
3. CONCRETE SLAB SHALL BE PREPARED AND CURED PER MFR. REQUIREMENTS

FINISH LEGEND

FLOOR FINISHES

CODE DESCRIPTION

CS CONCRETE SEALED
CPT CARPET TILE
LVT LUXURY VINYL TILE
CT CERAMIC TILE

BASE FINISHES

CODE DESCRIPTION

VB 4" VINYL BASE
CT CERAMIC TILE COVE

WALL FINISHES

CODE DESCRIPTION

P PAINT
CT CERAMIC TILE

WALL MATERIAL

CODE DESCRIPTION

GWB GYPSUM WALL BOARD
CB CEMENT BOARD

CEILING FINISH

CODE DESCRIPTION

CA - 1 ACOUSTICAL CEILING TILE (2'x2'x1/2" USG ASTRO ACOUSTICAL LAY-IN CEILING PANEL, SQ EDGE, WHITE COLOR, WITH WHITE LAY IN GRID)
CA - 2 ACOUSTICAL CEILING TILE (2'x2'x1/2" USG SHEETROCK BRAND LAY-IN CEILING PANEL, SQ EDGE, WHITE COLOR, SMOOTH TEXTURED WITH WHITE LAY IN GRID)
GWB(P) GYPSUM WALL BOARD PAINT
P PAINT

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DOOR SCHEDULE

DOOR NO.	DOOR TYPE	FRAME TYPE	DOORS									DETAILS			WIND			REMARKS	
			DOOR WIDTH	DOOR HEIGHT	INTERIOR OR EXTERIOR	DOOR THICKNESS	DOOR MATERIAL	FINISH	FIRE	FRAME MATERIAL	GLASS	HEAD	JAMB	SILL	POSITIVE	NEGATIVE	ZONE	SPECIAL CONSTRUCTION NOTES	
101.A	D1	F1	PAIR 3'-0"	7'-0"	EXT.	1 3/4"	ALUM	MFR	-	ALUM	TEMP	2/A-402	2/A-402	1/A-401	+20.2	-22.0	4	-	
101.B	D3	F1	3'-0"	7'-0"	EXT.	1 3/4"	HM	P	-	HM	TEMP	2/A-402	2/A-402	1/A-401	+20.2	-22.0	4	3	LOCKING DOOR
101.C	D3	F1	3'-0"	7'-0"	EXT.	1 3/4"	HM	P	-	HM	TEMP	2/A-402	2/A-402	1/A-401	+20.2	-22.0	4	3	DELAYED ALARM
103	D2	F1	3'-0"	FV	INT.	FV	SCWD	P	-	EX	-	3/A-402	3/A-402	-	-	-	-	1	REPLACE DOOR AND NEW HARDWARE
104	D2	F1	3'-0"	FV	INT.	FV	SCWD	P	-	EX	-	3/A-402	3/A-402	-	-	-	-	1	REPLACE DOOR AND NEW HARDWARE
105	D4	-	6'-0"	7'-0"	INT.	1 3/8"	HCWD	P	-	WD	-	3/A-402	3/A-402	-	-	-	-	-	BI-FOLD DOOR
106	D4	-	5'-0"	7'-0"	INT.	1 3/8"	HCWD	P	-	WD	-	3/A-402	3/A-402	-	-	-	-	-	BI-FOLD DOOR
107	D2	F1	3'-0"	7'-0"	INT.	1 3/4"	SCWD	P	-	HM	-	1/A-402	1/A-402	-	-	-	-	3	LOCKING DOOR
108	G2	-	4'-0"	6'-0"	EXT.	-	FG	-	-	FG	-	A-631	A-631	-	-	-	-	4	CHAIN LINK GATE
109	D1	F1	3'-0"	7'-0"	EXT.	1 3/4"	ALUM	MFR	-	ALUM	TEMP	2/A-402	2/A-402	1/A-401	+20.2	-22.0	4	2	
110.A	G1	-	4'-0"	8'-0"	EXT.	-	FG	MFR	-	FG	-	A-631	A-631	-	-	-	-	5	ALUMINUM FENCE GATE
110.B	G1	-	9'-6"	8'-0"	EXT.	-	FG	MFR	-	FG	-	A-631	A-631	-	-	-	-	6	ALUMINUM FENCE GATE

DOOR MATERIAL

HM	HOLLOW METAL
ALUM	ALUMINUM STORE FRONT
SCWD	SOLID CORE WOOD DOOR
GL	GLASS
FG	FENCE GATE
HCWD	HOLLOW CORE WOOD DOOR

FINISHES

P	PAINTED
MFR	MANUFACTURER

FRAME TYPES

HM	HOLLOW METAL

GLASS

T	TEMPERED

GENERAL CONSTRUCTION NOTES:

A. CONTRACTOR TO VERIFY ROUGH OPENINGS REQUIRED FOR DOORS WITH DOOR FRAME PRODUCT MANUFACTURER.

B. PROVIDE ATTACHMENT FOR EXTERIOR DOORS IN COMPLIANCE WITH WIND LOAD REQUIREMENTS SPECIFIED IN THE DOOR SCHEDULE.

C. FIELD VERIFY ALL DOOR MOLDING, TRIM, PANELING, AND OVERALL DIMENSIONS.

D. REFER TO HARDWARE SCHEDULE FOR HARDWARE SPECS.

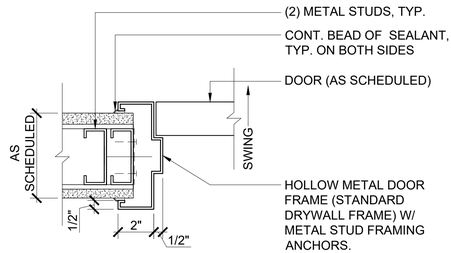
E. PANIC HARDWARE SHALL RELEASE WITH AN UNLATCHING FORCE OF NO MORE THAN 15 POUNDS APPLIED TO THE RELEASING DEVICES IN THE DIRECTION OF THE EXIT TRAVEL. PLACE NOT LESS THAN 30 INCHES, NOR MORE THAN 44 INCHES ABOVE THE FLOOR.

F. INTERIOR DOORS WITH CLOSERS SHALL OPEN WITH 5 POUNDS OF FORCE. EXTERIOR DOORS WITH CLOSERS SHALL OPEN WITH 8.5 POUNDS OF FORCE. CONTRACTOR TO VERIFY CLOSERS SELECTED AND INSTALLED MEET THESE REQUIREMENTS.

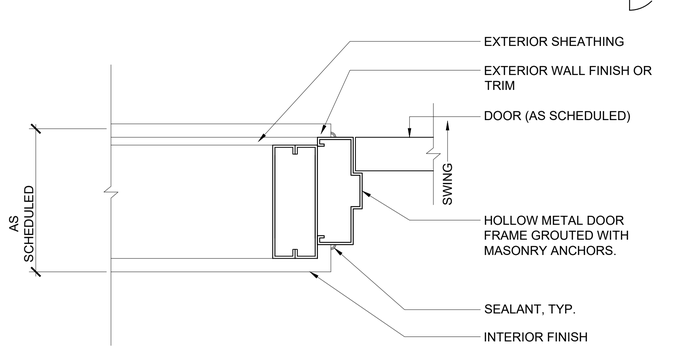
G. CONTRACTOR TO FIELD VERIFY ALL EXISTING DOOR AND FRAME OPENINGS WHERE DOORS ARE BEING REPLACED PRIOR TO PURCHASING NEW DOORS.

SPECIAL CONSTRUCTION NOTES:

1. REPLACE DOOR, DOOR HARDWARE, AND PROVIDE VACANT / OCCUPIED SIGNAGE WITH DOOR HARDWARE. REUSE EXISTING FRAME.
2. PROVIDE SIGNAGE ON DOOR PER DOOR HARDWARE SCHEUDLE.
3. PROVIDE LOCKING DOOR.
4. MODIFY EXISTING CHAIN LINK FENCE TO INSTALL NEW FENCE GATE POSTS AND CHAIN LINK GATE. HARDWARE SHALL HAVE PADLOCK CAPABILITIES.NO EMERGENCY PUSH BAR REQUIRED. SEE DETAILS ON SHEET A-631.
5. ALUMINUM FENCE GATE WITH DELAYED ALARM EMERGENCY PUSH BAR ON EXIT SIDE AND KEYED LOCK ON ENTRY SIDE. SEE DETAILS ON SHEET A-631.
6. ALUMINUM FENCE GATE WITH KEYED PAD LOCK HARDWARE. PROVIDE CANE BOLT FOR EACH DOOR LEAF.



FRAME DETAIL
SCALE: 3" = 1'-0"
1 A-402



FRAME DETAIL
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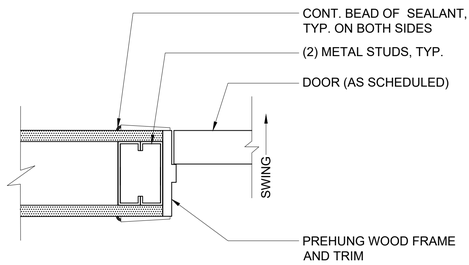
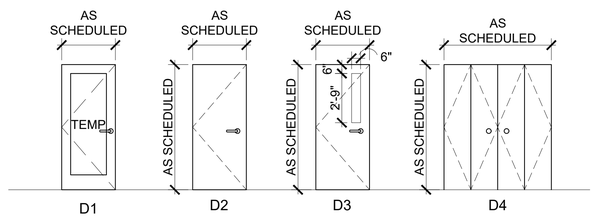
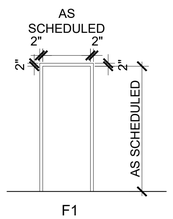
2 A-402



FRAME DETAIL-STOREFRONT SIM.
SCALE: 3" = 1'-0"
3 A-402



DOOR TYPES
SCALE: 1/4" = 1'-0"
A-402



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SHEET NUMBER: A-402

REV. 0

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Door Numbers	HwSet#
101.A	01
101.B	02
101.C	03
103	05
104	05
105	08
106	08
107	04
108	07
109	01
110	06

HARDWARE SCHEDULE:

A. The following schedule is furnished for whatever assistance it may afford the contractor; do not consider it as entirely inclusive. Should any particular door or item be omitted in any scheduled hardware group, provide door or item with hardware same as required for similar purposes. Quantities listed are for each pair of doors or for each single door.

B. The intent of the hardware specification is to specify the hardware for interior and exterior doors, and to establish a type, continuity, and standard of quality. However, it is the door hardware supplier's responsibility to thoroughly review existing conditions, schedules, specifications, drawings, and other Contract Documents to verify the suitability of the hardware specified.

C. This hardware schedule was prepared by.

Allegion, PLC
3451 Technological Ave, Suite 7

Orlando FL 32817

Ph: 407-571-2000
Fax 407-571-2006

HARDWARE GROUP NO. 01 - EXTERIOR STOREFRONT - PAIR
101.A 109
Provide each PR door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
6	EA	HINGE	5BB1 4.5 X 4.5 NRP	630	IVE
1	EA	MORTISE DEADBOLT	MS1850S SERIES	630	ADA
1	EA	MORTISE CYLINDER	20-013 X L583-447 114 OBV 36-082-025	626	SCH
2	EA	STOREFRFONT FLUSH BOLTS	FURNISHED BY STOREFRONT SUPPLIER	626	UNK
2	EA	PUSH/PULL BAR	9190EZHD-18"-NO	630-316	IVE
2	EA	SURFACE CLOSER	4050A SCUSH TBSRT	689	LCN
2	EA	MOUNTING PLATE	4050A-18 SRT	689	LCN
2	EA	CUSH SHOE SUPPORT	4050A-30 SRT	689	LCN
	EA	STOREFRONT HARDWARE	BALANCE OF HARDWARE BY STOREFRONT MANUFACTURER		UNK

ALL HARDWARE TO FBC NOA COMPLIANT
STOREFRONT SUPPLIER TO SUPPLY SIGNAGE THAT DOORS MUST REMAIN UNLOCKED WHILE OCCUPIED

HARDWARE GROUP NO. 02 - EXTERIOR - HM
101.B
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5 NRP	630	IVE
1	EA	INSTITUTION LOCK	ND82P6D RHO	626	SCH
1	EA	SURFACE CLOSER	4050A SCUSH TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	RAIN DRIP	11A	A	ZER
1	EA	GASKETING	139A	A	ZER
1	EA	RAIN DRIP	142AA	AA	ZER
1	EA	GASKETING	188SBK PSA	BK	ZER
1	EA	DOOR SWEEP	328AA	AA	ZER
1	SET	GASKETING	475AA-S	AA	ZER
1	EA	DOOR BOTTOM	FAS-SEAL		STE
1	EA	THRESHOLD	566A-223	A	ZER
1	EA	MOUNTING BRACKET	328SPB		ZER

FBC NOA FL10356 BASIS OF DESIGN

HARDWARE GROUP NO. 03 - EXTERIOR - HM
101.C
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5 NRP	630	IVE
1	EA	PANIC HARDWARE	HW-2670-SNB	628	VON
1	EA	TRIM	210-DT	689	VON
2	EA	RIM CYLINDER	20-022	626	SCH
1	EA	SURFACE CLOSER	4050A SCUSH TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	RAIN DRIP	11A	A	ZER
1	EA	GASKETING	139A	A	ZER
1	EA	RAIN DRIP	142AA	AA	ZER
1	EA	GASKETING	188SBK PSA	BK	ZER
1	EA	DOOR SWEEP	328AA	AA	ZER
1	SET	GASKETING	475AA-S	AA	ZER
1	EA	DOOR BOTTOM	FAS-SEAL		STE
1	EA	THRESHOLD	566A-223	A	ZER
1	EA	MOUNTING BRACKET	328SPB		ZER

FBC NOA FL10356 BASIS OF DESIGN

HARDWARE GROUP NO. 04 - OFFICE
107
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	ENTRANCE/OFFICE LOCK	ALX50P6 RHO 13-247	626	SCH
1	EA	SURFACE CLOSER	4050A REG OR PA AS REQ TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CVX	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HARDWARE GROUP NO. 05 - RESTROOMS
103 104
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
3	EA	HINGE	5BB1 4.5 X 4.5	652	IVE
1	EA	PRIVACY LOCK W/ OUTSIDE INDICATOR	ND40S RHO OS-OCC	626	SCH
1	EA	SURFACE CLOSER	4050A REG OR PA AS REQ TBSRT	689	LCN
1	EA	KICK PLATE	8400 10" X 2" LDW B-CS	630	IVE
1	EA	WALL STOP	WS406/407CVX	630	IVE
3	EA	SILENCER	SR64	GRY	IVE

HARDWARE GROUP NO. 06 - EXTERIOR GATE
110
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	EA	PANIC HARDWARE	HW-2670-SNB	628	VON
1	EA	TRIM	210-DT	689	VON
2	EA	RIM CYLINDER	20-022	626	SCH
	EA	ALUM GATE	BALANCE OF HARDWARE BY GATE MANUFACTURER		UNK

HARDWARE GROUP NO. 07 - CHAIN LINK GATE
108
Provide each SGL door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
	EA	OVERHEAD DOOR HARDWARE	ALL HARDWARE BY DOOR MANUFACTURER		UNK

ALL HARDWARE BY GATE SUPPLIER

HARDWARE GROUP NO. 08 - BI-FOLD CLOSETS
105 106
Provide each BF door(s) with the following:

QTY		DESCRIPTION	CATALOG NUMBER	FINISH	MFR
1	SET	BIFOLD DOOR HW	2200FD LAR OR EQUAL	AL	JOH

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH

LOCATION
540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:56pm

SHEET TITLE:
DOOR HARDWARE

SHEET NUMBER: A-403
REV. 0

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GENERAL CONSTRUCTION NOTES

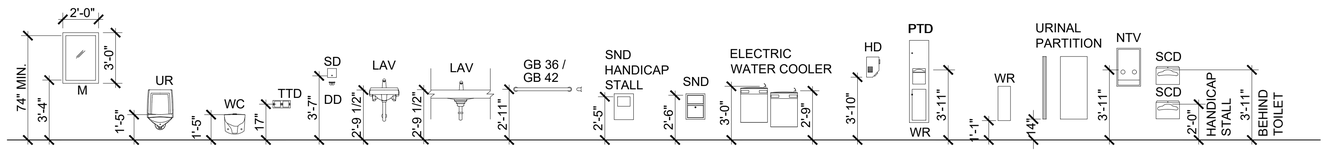
1. SEE FINISH SCHEDULE ON A-401
2. SEE A-502 FOR ADDITIONAL RESTROOM DETAILS.
3. SEE A-502 FOR RESTROOM SIGNAGE.
4. ADD SOLID WOOD BLOCKING FOR PARTITIONS, GRAB BARS, BATHROOM FIXTURES, BATHROOM ACCESSORIES, AND WATER COOLER, AS REQUIRED.
5. SEE 8/A-502 FOR TOILET ACCESSORY BLOCKING DETAILS.

RESTROOM FIXTURE & ACCESSORY SCHEDULE

KEY	ITEM TYPE	MAKE	MODEL/PART #	DESCRIPTION
WC	WATER CLOSET	SEE PLUMBING SPEC.		SEE PLUMBING SPEC.
LAV	LAVATORY	SEE PLUMBING SPEC.		SEE PLUMBING SPEC.
TTD	TOILET TISSUE DISPENSER	BRADLEY	5241-50	MOUNT BELOW GRAB BAR
SD	SOAP DISPENSER	BRADLEY	6562	SURFACE MOUNTED, VERTICAL LIQUID DISPENSER MADE FROM STAINLESS STEEL. 40oz CAPACITY.
M	MIRROR	BRADLEY	780-2436	ANGLE FRAME WELDED CORNERS.
GB 36	HORRIZONTAL 36" GRAB BAR	BRADLEY	812	CONCEALED MOUNTING, STANDARD FINISH, 1-1/2" DIAMETER, 36" LONG REAR WALL GRAB BAR.
GB 42	HORRIZONTAL 42" GRAB BAR	BRADLEY	812	CONCEALED MOUNTING, STANDARD FINISH, 1-1/2" DIAMETER, 42" LONG SIDE WALL GRAB BAR.
SCD	SEAT COVER DISPENSER	BRADLEY	584	SIDE WALL RECESSED MOUNTED AT WHEELCHAIR ACCESSIBLE STALL.
SND	SANITARY NAPKIN DISPOSAL	BRADLEY	4737	SIDE WALL RECESSED MOUNTED IN WHEELCHAIR ACCESSIBLE STALL, WITH TURN KNOB LATCH.
PTD/WR	WASTE RECEP./ PAPER TOWEL DISP.	BOBRICK	B-380349	SURFACE-MOUNTED PAPER TOWEL DISPENSER/WASTE RECEPTACLE COMBINATION. STAINLESS STEEL, KNOB LATCH. 3.8 GALLON WASTE CAPACITY.
PTD/WR	WASTE RECEP./ PAPER TOWEL DISP.	BOBRICK	B-38034	RECESSED MOUNTED PAPER TOWEL DISPENSER/WASTE RECEPTACLE COMBINATION. STAINLESS STEEL, KNOB LATCH. 3.8 GALLON WASTE CAPACITY.
CH	COAT HANGER	BOBRICK	B-672 SERIES	DOUBLE ROBE HOOK, STAINLESS STEEL.
HB	HOSE BIBB	SEE PLUMBING SPEC.		SEE PLUMBING SPEC.
NTV	NAPKIN AND TAMPON VENDOR	BOBRICK	B-2706 25	SURFACE MOUNTED, PUSH BUTTON OPERATION, EASY ACCESS PRODUCT TRAY. TYPE 304 STAINLESS STEEL FINISH.
DB	DOOR BUMPER	JACKNOB	4123	MOUNTED AT 5'-0" A.F.F.
DD	DRIP DISH	BRADLEY	9014-63	SURFACE MOUNTED 3" BELOW BOTTOM OF SOAP DISPENSER.

GENERAL NOTES

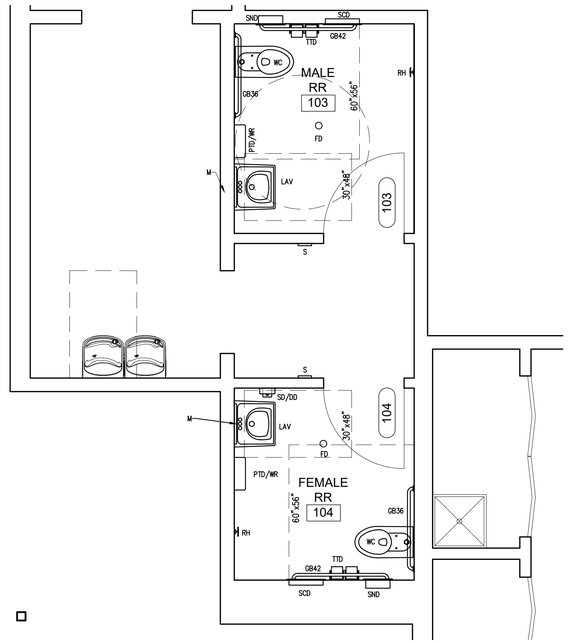
1. ALL DRYWALL TO BE 5/8" GYPSUM BOARD. PROVIDE 5/8" MOISTURE RESISTANT (GREEN BOARD) IN RESTROOMS. ALL WALLS TO RECEIVE LEVEL 4 FINISH.
2. PATCH AND REPAIR ALL EXISTING DRYWALL THAT IS TO REMAIN. SHALL RECEIVE LEVEL 4 FINISH.
3. ALL DIMENSIONS FROM FINISHED FACE U.N.O.
4. REFER TO ENLARGED FLOOR PLANS FOR WALL/PARTITION TYPES
5. REFER TO ROOM FINISH SCHEDULE FOR WALL/PARTITION FINISH(ES).
6. ALL STUD/FURRED WALLS (U.N.O.):
   - 6.1. EXTEND 6" ABOVE BOTTOM OF FINISH CEILING
   - 6.2. GYPSUM BOARD TO BE INSTALLED A MIN. OF 1/4" ABOVE THE FLOOR SLAB.
   - 6.3. SEE FINISH SCHEDULE AND REFLECTED CEILING PLANS FOR HEIGHT AND TYPE OF WALL FINISHES
   - 6.4. AT ALL WALLS, ELECTRICAL OUTLETS AND OTHER SERVICE PENETRATIONS AND OPENINGS IN OPPOSITE SIDES OF THE PARTITIONS SHALL BE SEPARATED BY ONE COMPLETE STUD SPACE.



TYPICAL MOUNTING HEIGHTS

SCALE: 1/4" = 1'-0"

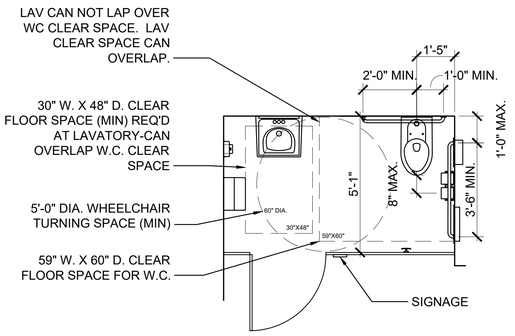
A-501



ENLARGED RESTROOM PLANS

SCALE: 3/8" = 1'-0"

1 A-501



NOTE:
1. ALL DIMENSIONS ARE FROM FACE OF FINISH WALL. CONTRACTOR SHALL VERIFY FULL WALL ASSEMBLY PRIOR TO PLUMBING ROUGH IN.

TYP. ADA STALL DIMENSIONS

SCALE: 3/8" = 1'-0"

2 A-501

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APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:56pm

SHEET TITLE:

ENLARGED PLANS

SHEET NUMBER: A-501

REV. 0

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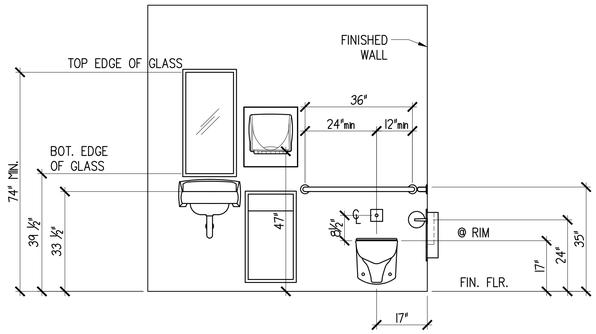
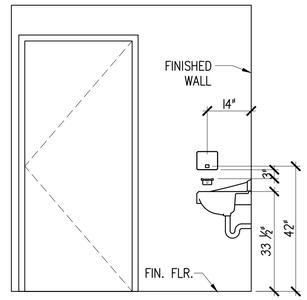
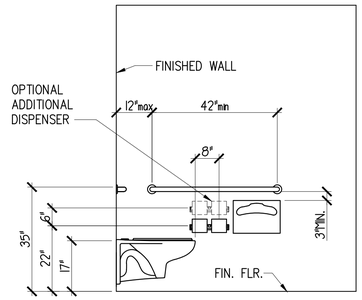


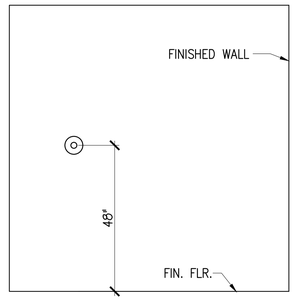
MALE TOILET ELEVATION 1 A-502
SCALE: 1/2" = 1'-0"



MALE TOILET ELEVATION 2 A-502
SCALE: 1/2" = 1'-0"



MALE TOILET ELEVATION 3 A-502
SCALE: 1/2" = 1'-0"



MALE TOILET ELEVATION 4 A-502
SCALE: 1/2" = 1'-0"

FEMALE TOILET ELEVATION 1 A-502
SCALE: 1/2" = 1'-0"

FEMALE TOILET ELEVATION 2 A-502
SCALE: 1/2" = 1'-0"

FEMALE TOILET ELEVATION 3 A-502
SCALE: 1/2" = 1'-0"

FEMALE TOILET ELEVATION 4 A-502
SCALE: 1/2" = 1'-0"

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

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APPROVED BY: J. KNOUS

LAST FILED:
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4:56pm

SHEET TITLE:
RESTROOM DETAILS

SHEET NUMBER: A-502
REV. 0

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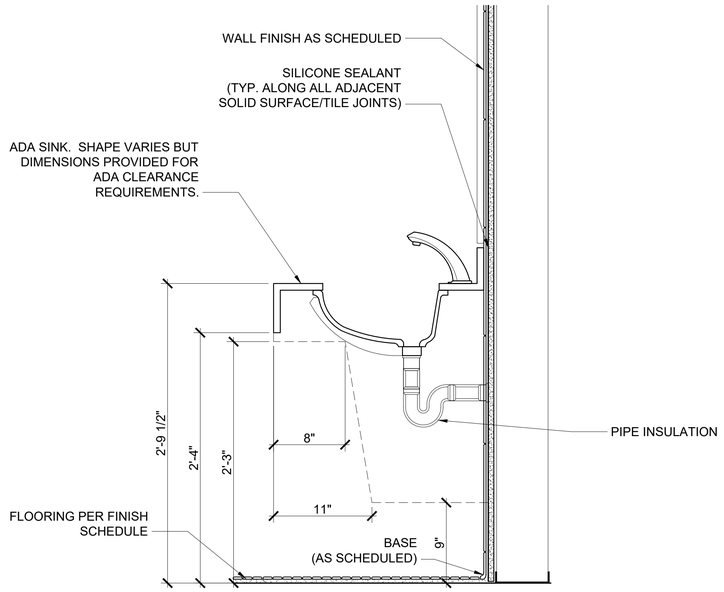
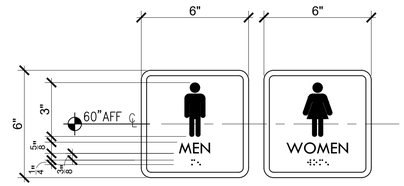


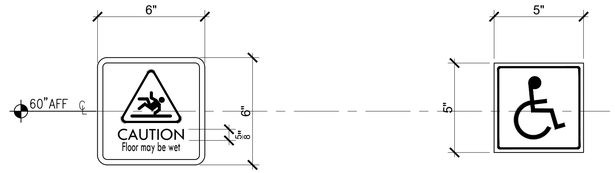
SINK ADA CLEARANCE

SCALE: 1 1/2" = 1'-0"

1 A-503



RESTROOM GENDER SIGNS (MEN & WOMEN)



FLOOR MAY
BE WET SIGN

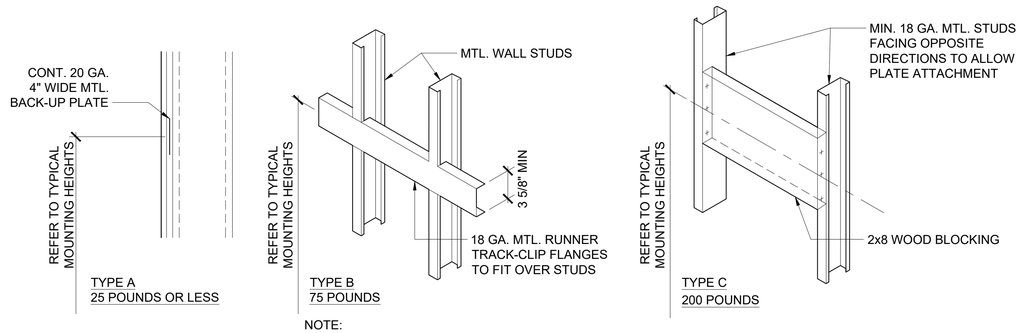
ACCESSIBLE
STALL SIGN

NOTE:
1. SIGNAGE SHALL BE DESIGNED WITH MATERIALS, FINISHES AND COLORS APPROPRIATE TO THE AREA. CONFIRM WITH OWNER. SIGNS SHALL BE NON-GLARE AND PROVIDE ADEQUATE CONTRAST.
2. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR APPROVAL.
3. RESTROOM SIGN SHALL BE INSTALLED ALONGSIDE R.R. ENTRANCE DOOR.

RESTROOM SIGNAGE

SCALE: 3" = 1'-0"

4 A-503



NOTE:
1. SELECT MOUNTING DETAIL BASED ON NECESSARY ITEM REQUIRING MOUNTING SUPPORT

GRAB BAR AND ACCESSORY BLOCKING DETAIL

SCALE: 1 1/2" = 1'-0"

8 A-503

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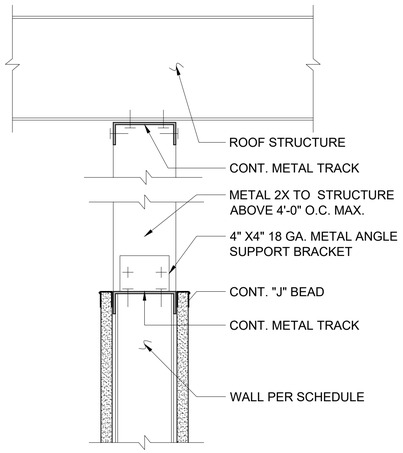
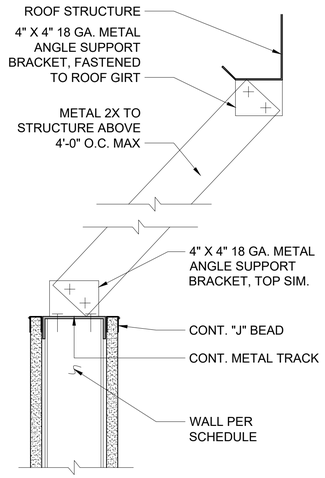


NOTE:
1. CONDITION WHEN ROOF JOIST IS PERPENDICULAR TO WALL.
2. DETAIL FOR WALLS THAT ARE NOT REQUIRED TO EXTEND TO ROOF DECK.

TYP. INTERIOR WALL BRACING CONNECTION 1

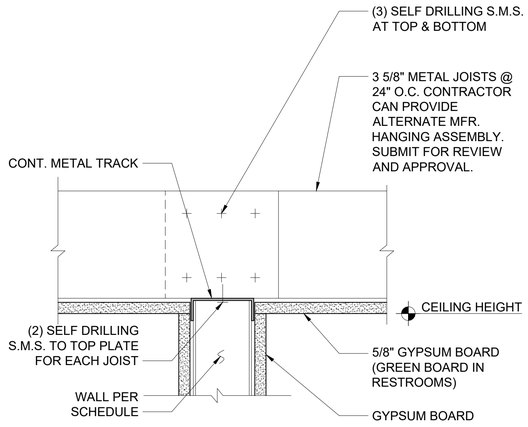
SCALE: 3" = 1'-0"



NOTE:
1. CONDITION WHEN ROOF JOIST IS PARALLEL TO WALL
2. DETAIL FOR WALLS THAT ARE NOT REQUIRED TO EXTEND TO ROOF DECK.

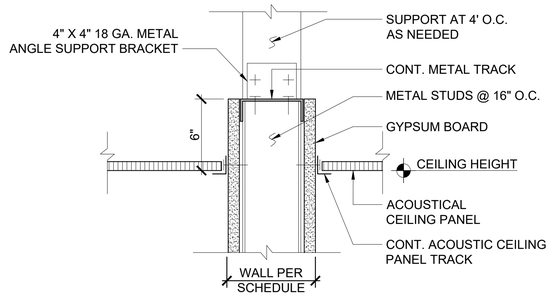
TYP. INTERIOR WALL BRACING CONNECTION 1

SCALE: 3" = 1'-0"



TYP. INTERIOR WALL/ CEILING CONNECTION 2

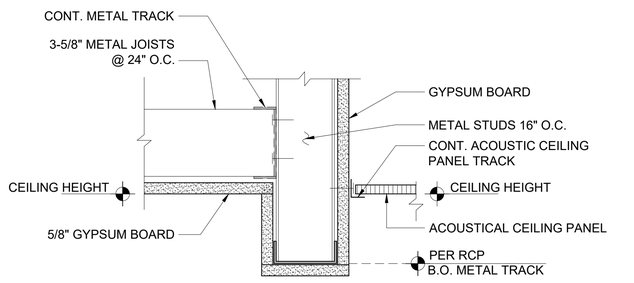
SCALE: 3" = 1'-0"



NOTE:
1. FOR WALLS TO EXTEND ABOVE CEILING LINE ONLY

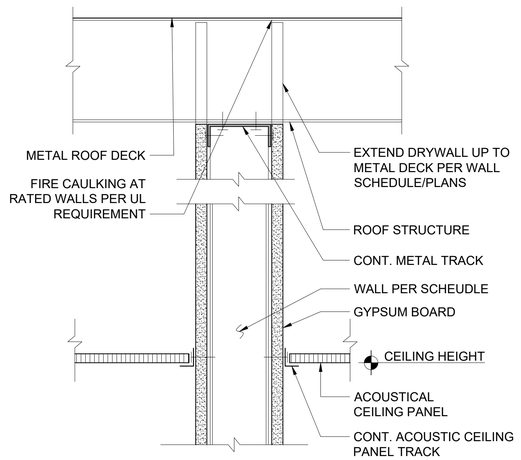
TYP. INTERIOR WALL/ CEILING CONNECTION 3

SCALE: 3" = 1'-0"



TYP. INTERIOR SOFFIT DTL 4

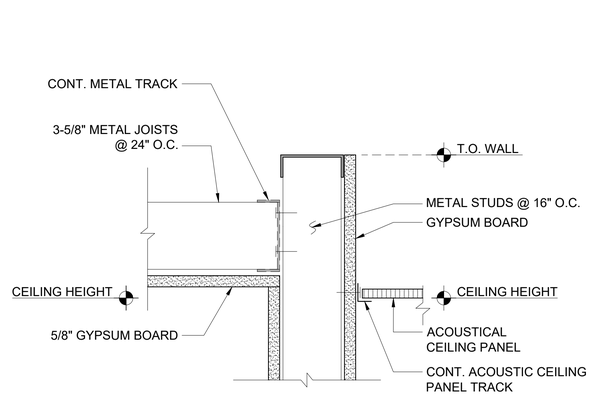
SCALE: 3" = 1'-0"



NOTE:
1. FIRESTOP AROUND ROOF STRUCTURAL MEMBER, METAL DECK JOINT, AND ALL PENETRATIONS TO MEET UL REQUIREMENTS FOR RATED WALLS.

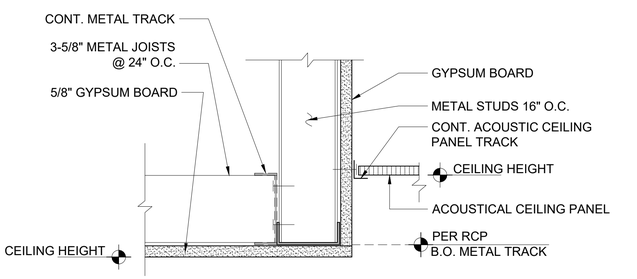
TYP. INTERIOR WALL/ CEILING CONNECTION 7

SCALE: 3" = 1'-0"



HEAD FRAMING 9

SCALE: 3" = 1'-0"



TYP. INTERIOR DROPPED CEILING DTL 5

SCALE: 3" = 1'-0"

GENERAL NOTES
1. DETAILS ARE DRAWN AS METAL STUDS BUT ALL FRAMING WILL BE WOOD STUDS. DETAILS ARE SIMILAR FOR WOOD CONSTRUCTION.

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AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:56pm

SHEET TITLE:

WALL DETAILS

SHEET NUMBER: A-511

REV. 0

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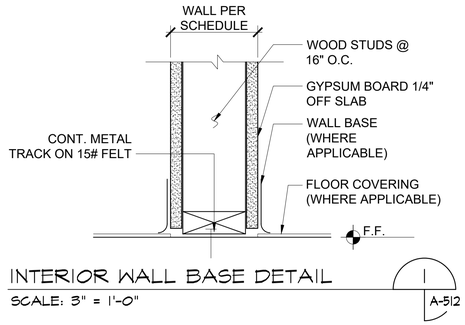

INTERIOR WALL BASE DETAIL — 1 / A-512

SCALE: 3" = 1'-0"

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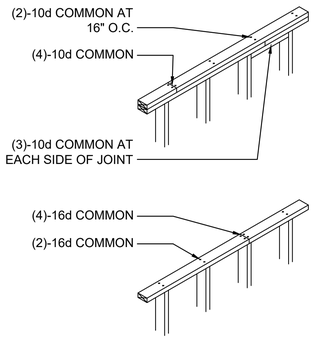
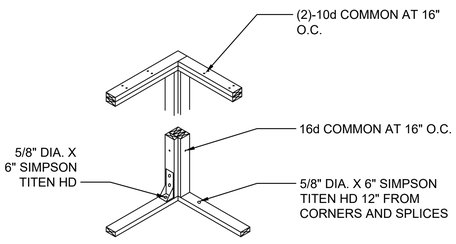
HEADER SCHEDULE	
MAX. OPENING SIZE	PLANK HDR SIZE
5'-3"	2X4
7'-8"	2X6
7'-5"	(2) 2x4
10'-10"	(2) 2x6
NOTE: FASTEN ALL PLIES TOGETHER WITH (2) ROWS 10d AT 12" O.C. STAGGERED.	
FASTEN HEADER TO KING STUDS PER THE FOLLOWING: A. 2X4 OR 2X6 HEADER A.A. (4) 10d TOE-NAILS OR FACE-NAILS B. 2X8 OR 2X10 HEADER B.A. (6) 10d TOE-NAILS OR FACE-NAILS C. 2X12 OR LSL OR LVL HEADER C.A. (8) 10d TOE-NAILS OR FACE-NAILS	

HEADER SUPPORT NO. OF JACKS AND STUDS REQ. AT OPENINGS		
OPENING SIZE	2x4 WALL	
	JACKS EA. END	KINGS EA. END
1'-0" - 3'-11"	1	1
4'-0" - 10'-5"	2	1
10'-6"-16-0"	2	2

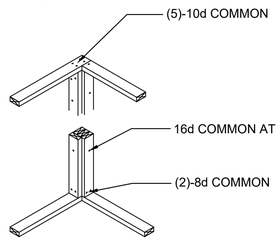


NOTE:
1. WHERE NOTCH OR BORE IS GREATER THAN 50 PERCENT OF THE PLATE WIDTH, PROVIDE 16 GAUGE X 1.5" WIDE METAL TIE FASTENED ACROSS AND TO THE PLATE AT EACH SIDE OF THE NOTCH WITH 8-10d NAILS EACH SIDE.

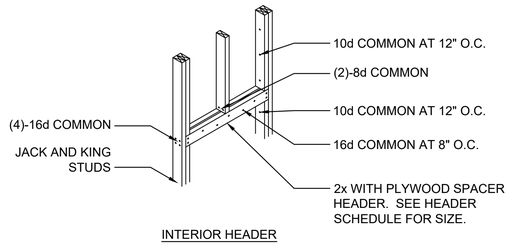
TOP PLATE FASTENERS



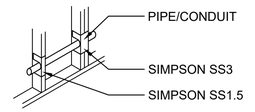
4 STUD CORNER - STRAPPING INFORMATION



4 STUD CORNER

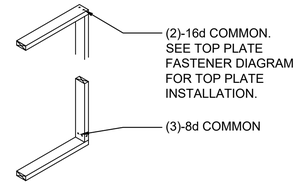


INTERIOR HEADER

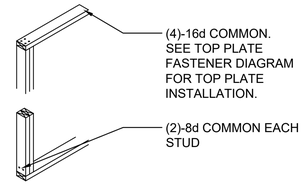


NOTE:
1. NOTCHING AND DRILLING SHALL BE PER F.B.C. R602.2.3
2. NOTCHING: EXTERIOR WALL OR LOAD BEARING, DEPTH NOT EXCEEDING 25 PERCENT OF ITS STUDS WIDTH.
3. NOTCHING: INTERIOR NON LOAD BEARING, DEPTH NOT TO EXCEED 40 PERCENT OF ITS STUDS WIDTH.
4. DRILLING: HOLE IS NO MORE THAN 60 PERCENT OF ITS STUDS WIDTH, THE EDGE OF HOLE IS NO MORE THAN 5/8" TO EDGE OF STUD, AND THE HOLE IS NOT LOCATED IN THE SAME SECTION AS A CUT OR NOTCH. EXTERIOR OR BEARING WALLS DRILLED OVER 40 AND UP TO 60 PERCENT SHALL BE DOUBLED WITH NO MORE THAN TWO SUCCESSIVE DOUBLED STUDS BORED.
5. USE SIMPSON STUD SHOES WHERE PIPE/CONDUIT EXCEEDS VALUES ABOVE BUT NOT OVER 2-3/8" OUTSIDE DIA.

INTERIOR HEADER



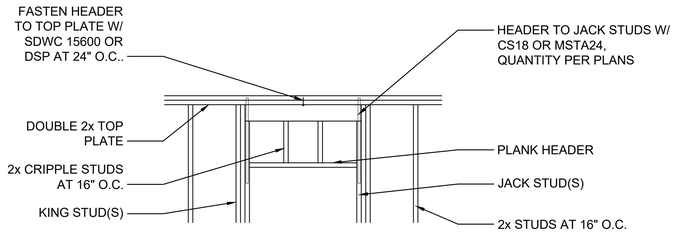
END STUD INTERIOR



DOUBLE END STUD

GENERAL WOOD ATTACHMENT DETAILS

SCALE: 1/2" = 1'-0"



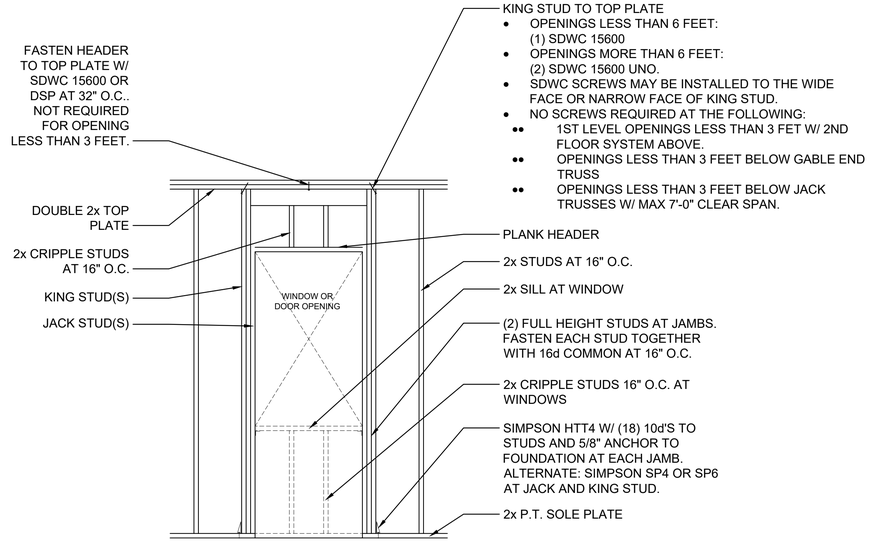
NOTE:
1. USE FOR HIGH UPLIFT HEADER FRAMING WHERE STRAPS ARE SPECIFIED ON PLAN.

EXT. WOOD FRAMING CONNECTION DETAIL

3

A-513

SCALE: 1/2" = 1'-0"



NOTE:
1. DASHED LINES REPRESENT FRAMING FOR WINDOW OPENING.

EXT. WOOD FRAMING CONNECTION DETAIL

4

A-513

SCALE: 1/2" = 1'-0"

GENERAL NOTES:
1. INTERIOR NON-LOAD BEARING WALLS DO NOT REQUIRE SP-1 AND SP-2 STUD FASTENERS TO SOLE AND TOP PLATES.

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4:56pm

SHEET TITLE:

DETAILS – WALL FRAMING

SHEET NUMBER: A-513

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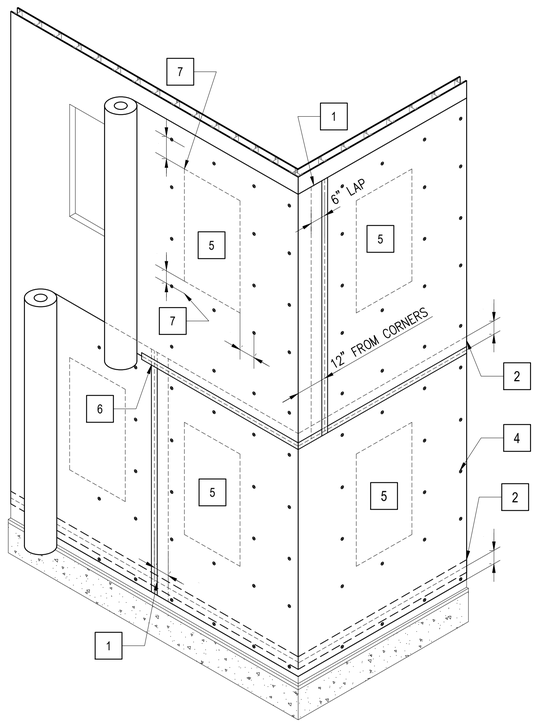


WEATHER BARRIER ASSEMBLY

SCALE: NTS

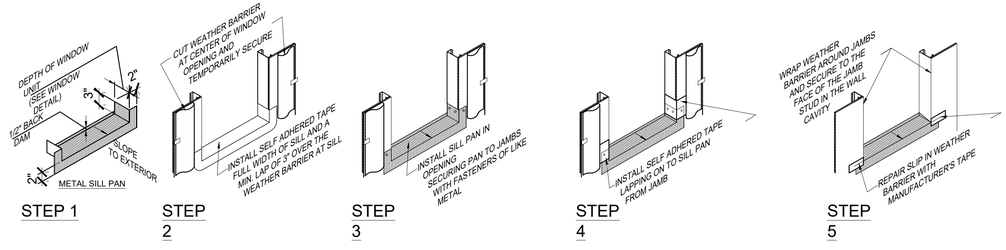
1 / A-514

WEATHER BARRIER INSTALLATION - EXCEPT AT STUCCO FINISH

1. START AT CORNER OF BUILDING, UNROLL WEATHER BARRIER KEEPING THE ROLL PLUMB; EXTEND THE WEATHER BARRIER TO A POINT 12" PAST AN OUTSIDE OR INSIDE CORNER OF WALL. VERTICALLY OVERLAP THE PREVIOUS SHEET OF WEATHER BARRIER A MINIMUM OF 6". VERTICAL GRID LINES AT 8" SPACING ARE PROVIDED TO ASSIST IN ALIGNMENT WITH STUDS.
2. PROPER SHINGLING OF THE WEATHER BARRIER IS ESSENTIAL IN KEEPING MOISTURE OUT OF THE EXTERIOR ENVELOPE. WEATHER BARRIERS ARE TO BE INSTALLED STARTING AT THE LOWEST POINT TO RECEIVE WEATHER BARRIER WITH SUBSEQUENT COURSES LAPPING THE PREVIOUS SHEET TO ENSURE BARRIER SHINGLING.
3. WEATHER BARRIER SHOULD OVERLAP THROUGH-WALL FLASHING BY A MINIMUM OF 6" FOR MAXIMUM AIR LEAKAGE REDUCTION.
4. SECURE WEATHER BARRIER WITH FASTENERS AND CAPS AS DIRECTED BY THE MANUFACTURER AND FASTEN AT STUDS.
5. UNROLL WEATHER BARRIER DIRECTLY OVER DOOR AND WINDOW ROUGH OPENINGS.
6. ALL HORIZONTAL AND VERTICAL LAPS SHALL BE A MINIMUM OF 6". TAPE ALL JOINTS USING MANUFACTURER'S TAPE.
7. DO NOT INSTALL FASTENERS WITHIN 6" OF SILLS AND JAMBS AT OPENINGS AND 9" AT THE HEAD OF THESE OPENINGS.

WEATHER BARRIER INSTALLATION AT STUCCO FINISH

9. WEATHER BARRIERS AT STUCCO FINISHES REQUIRE 2 COMPLETE LAYERS OF WEATHER BARRIER.
10. FIRST LAYER IS THE DRAINAGE LAYER AND SHALL BE INSTALLED WITH THE RIBBED DRAINAGE PLANE ORIENTED VERTICALLY AND INSTALLED AS DIRECTED IN STEPS 1 THROUGH 7 ABOVE. USE DUPONT TYVEK WEATHER BARRIER.
11. THE SECOND LAYER IS INSTALLED OVER THE DRAINAGE PLANE AS DIRECTED IN STEPS 1 THROUGH 7 ABOVE. USE DUPONT TYVEK STUCCOWRAP WEATHER BARRIER.

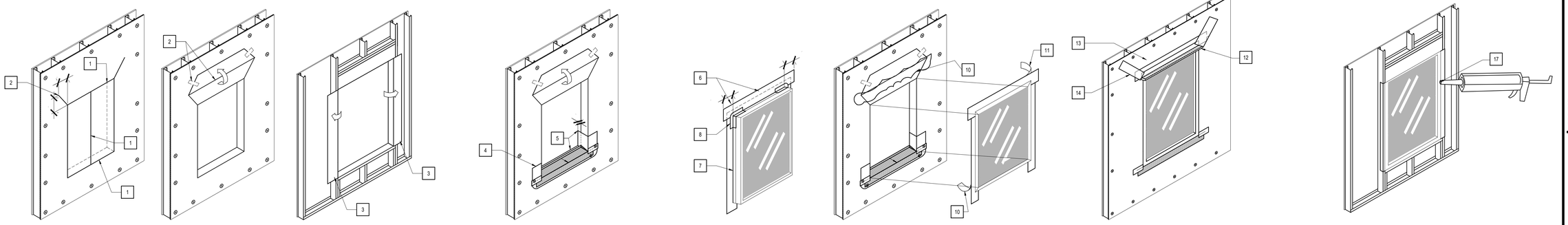


NOTES:
1. ALL PANS ARE TO BE SOLDERED AND MADE WATER TIGHT.
2. WHEN ATTACHMENT REQUIRES FASTENER THROUGH THE SILL, ADD AN ADDITIONAL APPLICATION OF SELF ADHERED MEMBRANE ON TOP OF METAL FAN.
3. FIELD VERIFY ALL WINDOW AND DOOR DIMENSIONS TO VERIFY PROPER WALL AND FLASHING WATERPROOFING.
4. ALL INSTALLATION DETAIL DRAWINGS REFER TO BOTH WINDOW AND DOOR INSTALLATIONS. CONTRACTOR TO INTERPOLATE DETAIL FOR SPECIFIC APPLICATION.

WINDOW SILL PAN - WHERE REQUIRED

SCALE: NTS

3 / A-514



1. MAKE AN I-CUT IN THE WEATHER BARRIER. BEGIN WITH A HORIZONTAL CUT ACROSS THE BOTTOM AND THE TOP OF THE WINDOW FRAME. FROM THE CENTER CUT STRAIGHT DOWN TO THE SILL.
2. CUT TWO 45 DEGREE SLITS A MINIMUM OF 8" FROM THE CORNER OF THE HEADER TO CREATE A FLAP ABOVE THE ROUGH OPENING TO EXPOSE SHEATHING OR FRAMING MEMBERS AND TO ALLOW HEAD FLASHING INSTALLATION. FLIP HEAD FLAP UP AND TEMPORARILY SECURE WITH TAPE.
3. FOLD SIDE FLAPS INTO ROUGH OPENING, CUT EXCESS FLAPS, AND SECURE.
NOTE: SIDE FLAPS SHOULD COVER INTERIOR FACING FRAMING STUD.

4. CUT SELF ADHERING MEMBRANE 6" LONGER THAN WIDTH OF ROUGH OPENING SILL.
5. REMOVE THE CENTER PIECE OF RELEASE PAPER, COVER HORIZONTAL SILL BY OVERHANG INSIDE EDGE OF SILL BY 1" FOR BACKDAM, AND ADHERE INTO ROUGH OPENING ALONG SILL AND UP JAMBS MIN. 6" ON EACH SIDE.
6. PREPARE HEAD FLASHING BY CUTTING A PIECE OF SELF ADHERING MEMBRANE 12" LONGER THAN THE HEAD LENGTH. BEFORE FLASHING, PRIME WINDOW FINS AND CASINGS WITH APPROVED PRIMER. CENTER THE FLASHING ON THE WINDOW HEAD AND POSITION SO THAT IT CONTACTS THE WINDOW FRAME AND INTERIOR SIDE OF THE FRONT FLANGE AND ADHERE THE FLASHING TO THE WINDOW FRAME. USE THE INNER RELEASE PAPER TO FORM A TIGHT SEAL IN THE CORNER. REMOVE THE INNER RELEASE PAPER AND ADHERE THE FLASHING TO THE BACK OF THE ALUMINUM WINDOW FIN AND CASING. AT THE CORNER OF THE WINDOW FRAME, CUT THE SELF ADHERING MEMBRANE ALONG THE CORNER AT A 45 DEGREE ANGLE AND FOLD IT DOWN FLAT.
7. PREPARE JAMB FLASHING BY CUTTING A PIECE OF SELF ADHERING MEMBRANE 6" LONGER THAN THE JAMB AND FOLLOW STEP 6, ATTACHING MEMBRANE TO WINDOW FRAME.
8. INSTALL 2"X4" SELF ADHERING MEMBRANE PATCH IN EACH CORNER
9. INSTALL WINDOW ACCORDING TO MFR. INSTALLATION INSTRUCTIONS.
10. SPRAY THE TOP OF THE JAMBS AND EXPOSED SHEATHING WITH APPROVED PRIMER. REMOVE THE REMAINING RELEASE PAPER FROM JAMB FLASHING AND PRESS FIRMLY TO ADHERE IT THE WEATHER BARRIER.
11. REMOVE THE RELEASE PAPER AT THE HEAD AND ADHERE IT TO THE WALL SURFACE.

12. WINDOW AND DOOR HEAD FLASHING. REFER TO WINDOW AND DOOR DETAIL FOR FLASHING INFORMATION. PLACE IN A BEAD OF APPROVED SEALANT ON THE REAR SIDE. INSTALL THE DRIP CAP TIGHT AGAINST THE WINDOW HEAD AND COVER THE TOP EDGE WITH SELF ADHERING MEMBRANE STRIPS.
13. FLIP DOWN UPPER FLAP OF WEATHER BARRIER SO IT LAYS FLAT ACROSS HEAD FLASHING.
14. TAPE ALONG ALL CUTS IN WEATHER BARRIER WITH SELF ADHERING MEMBRANE STRIPS.
15. CREATE THE HIGH PRESSURE SKIRT BY CUTTING A PIECE OF WEATHER BARRIER 2" WIDER THAN THE WIDTH OF WINDOW OPENING AND APPROXIMATELY 10" IN DEPTH. ATTACH SKIRT TO UNDERSIDE OF WINDOW USING A PIECE OF 4" SELF ADHERING MEMBRANE CUT TO THE SAME WIDTH AS THE SKIRT.
16. SECURE SIDE OF WINDOW AND SKIRT WITH WRAP CAPS OR APPROVED FASTENERS.
17. SEAL AROUND THE WINDOW OPENING AT THE INTERIOR, USING APPROVED SEALANT AND BACKER ROD AS NECESSARY. APPROVED SEALANT AND BACKER ROD WILL ALSO SERVE AS A BACK DAM.

WINDOW FLASHING DETAIL

SCALE: NTS

2 / A-514

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DETAILS - FLASHING

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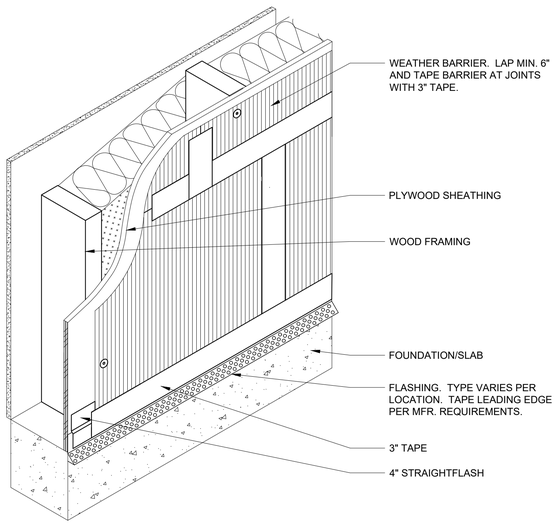
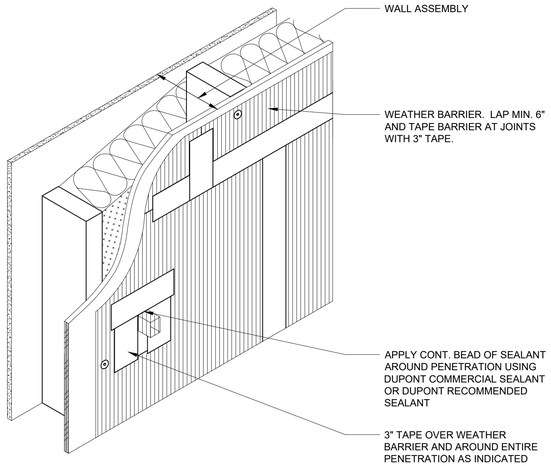
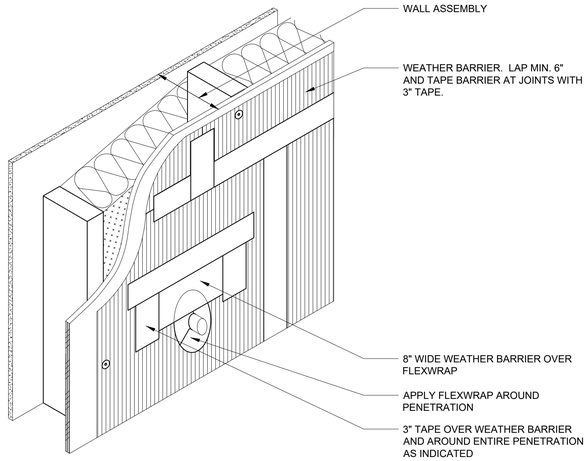


NOTE:
1. USE COMPLETE MANUFACTURE PRODUCT LINE FOR WALL CONSTRUCTION INCLUDING TAPE AND PRIMERS. DETAIL DRAWN UTILIZING DUPONT TYVEK SYSTEM. CONTRACTOR CAN SELECT APPROVED EQ.

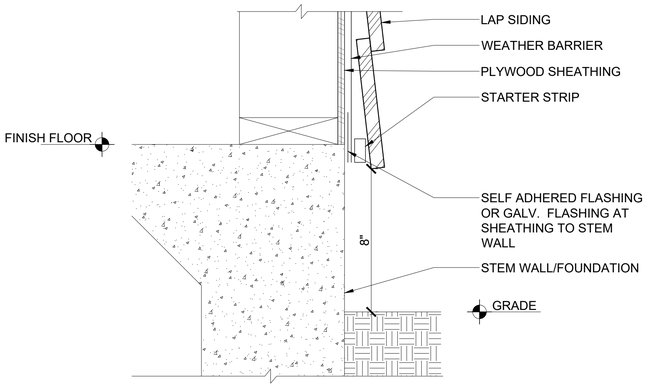
WEATHER BARRIER ASSEMBLY - WALL BASE 1 A-515
SCALE: NTS



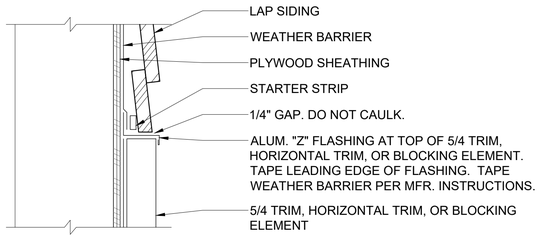
WEATHER BARRIER ASSEMBLY - PENETRATION 2 A-515
SCALE: NTS



WEATHER BARRIER ASSEMBLY - PENETRATION 3 A-515
SCALE: NTS



LAP SIDING BASE AT GRADE 4 A-515
SCALE: 3" = 1'-0"



LAP SIDING AT TRIM PROJECTION 5 A-515
SCALE: 3" = 1'-0"

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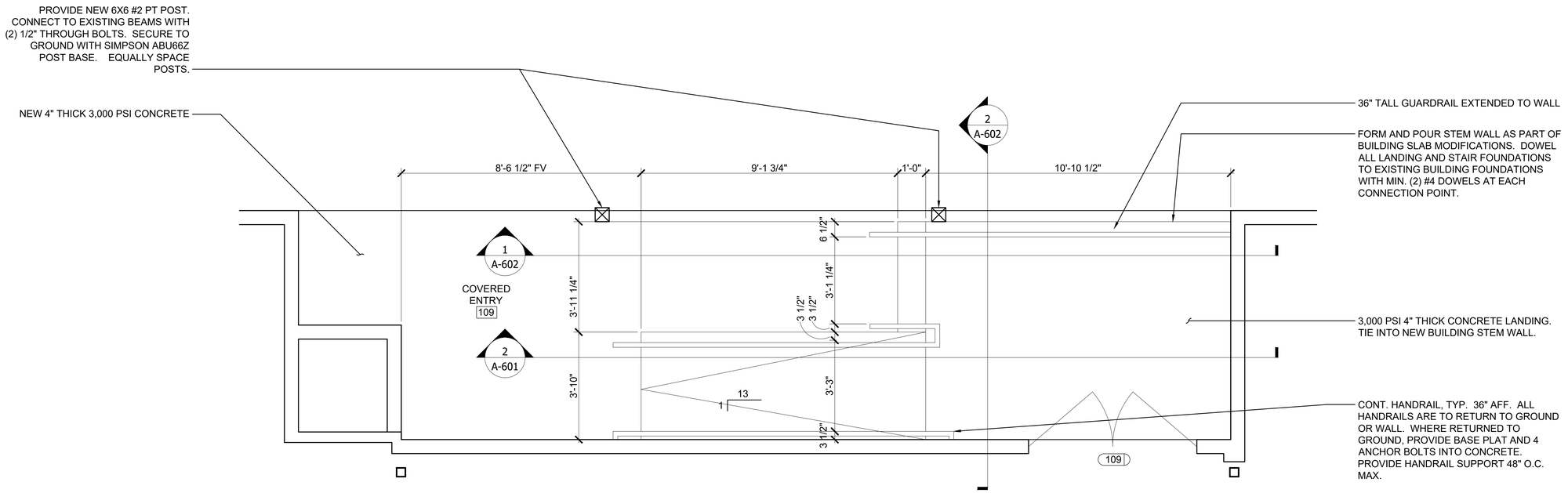
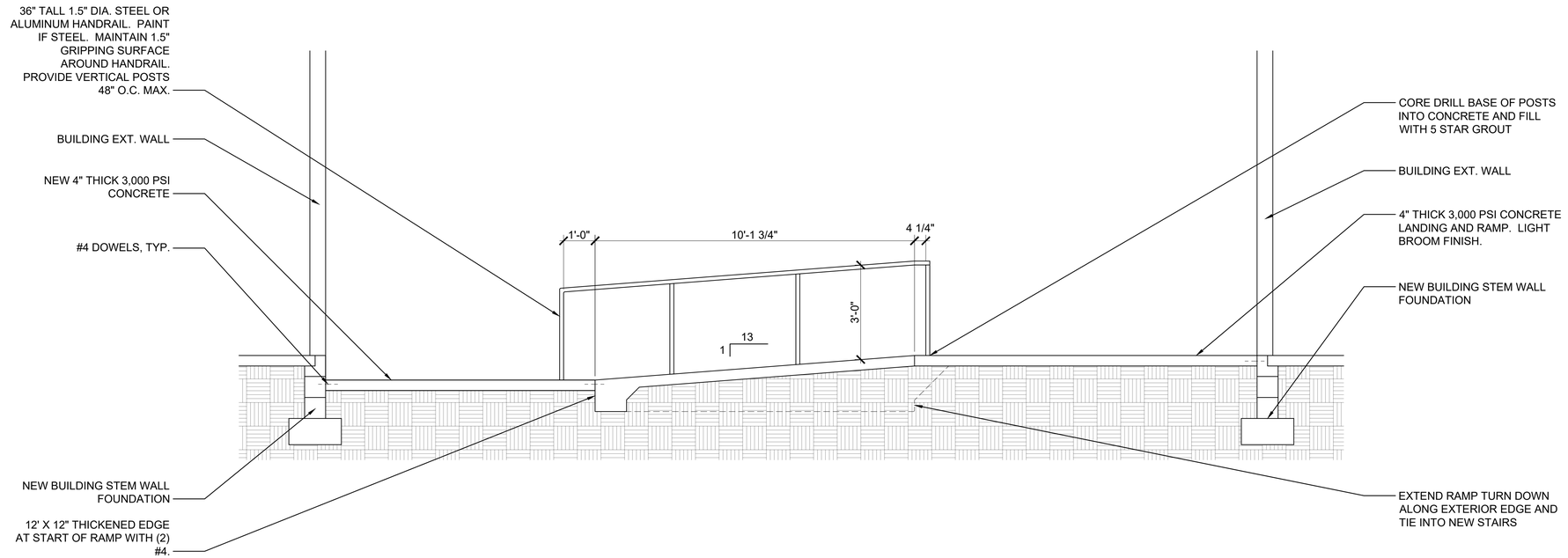


ENLARGED FLOOR PLAN - COVERED ENTRY

SCALE: 1/2" = 1'-0"

1 A-601



SECTION - COVERED ENTRY

SCALE: 1/2" = 1'-0"

2 A-601

studio1+

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168

LOCATION
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:57pm

SHEET TITLE:

ENLARGED PLANS & DTLS - COVERED ENTRY

SHEET NUMBER: A-601

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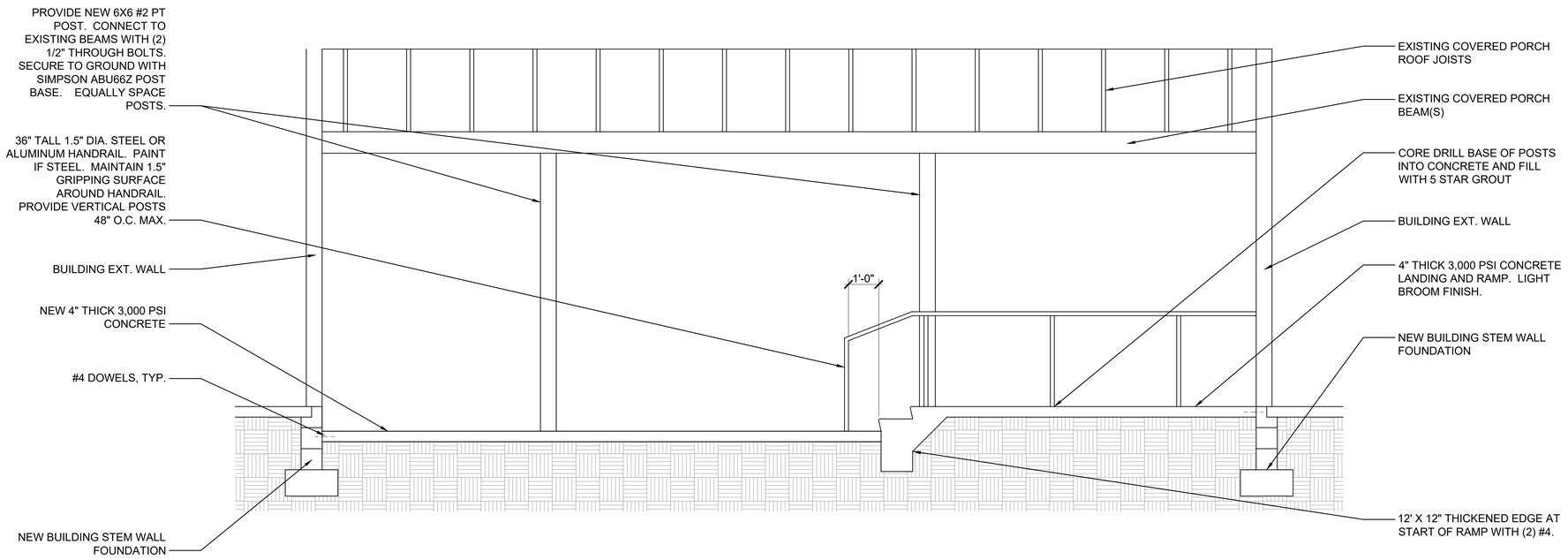

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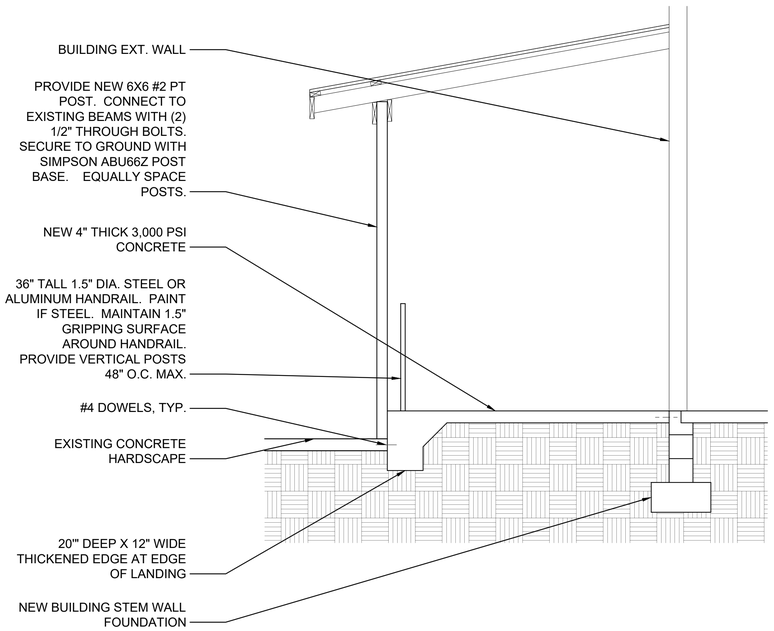
SCALE: 1/2" = 1'-0"

A-602

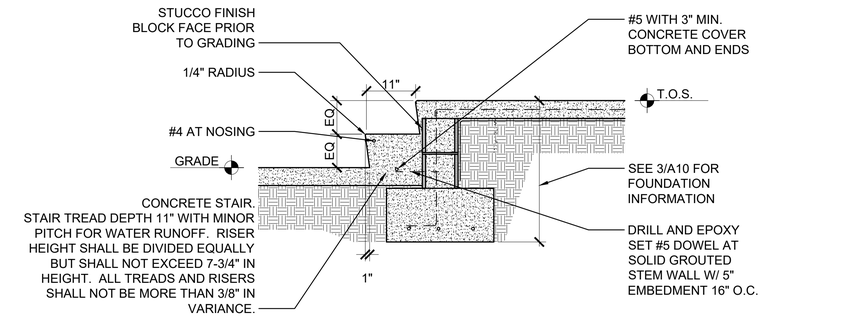


SECTION - COVERED ENTRY

SCALE: 1/2" = 1'-0"

2

A-602

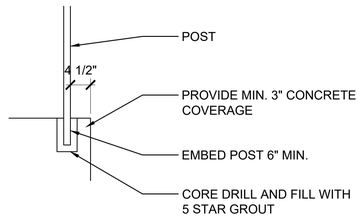


STAIR DETAIL

SCALE: 3/4" = 1'-0"

3

A-602



HANDRAIL CORE DRILL DTL

SCALE: 3/4" = 1'-0"

4

A-602

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ACE HARDWARE NEW SMYRNA BEACH

LOCATION

540 NORTH DIXIE HWY

NEW SMYRNA BEACH, FL. 32168

AHJ: CITY OF NEW SMYRNA BEACH

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DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:57pm

SHEET TITLE:

ENLARGED SECTIONS & DTLS - COVERED ENTRY

SHEET NUMBER: A-602

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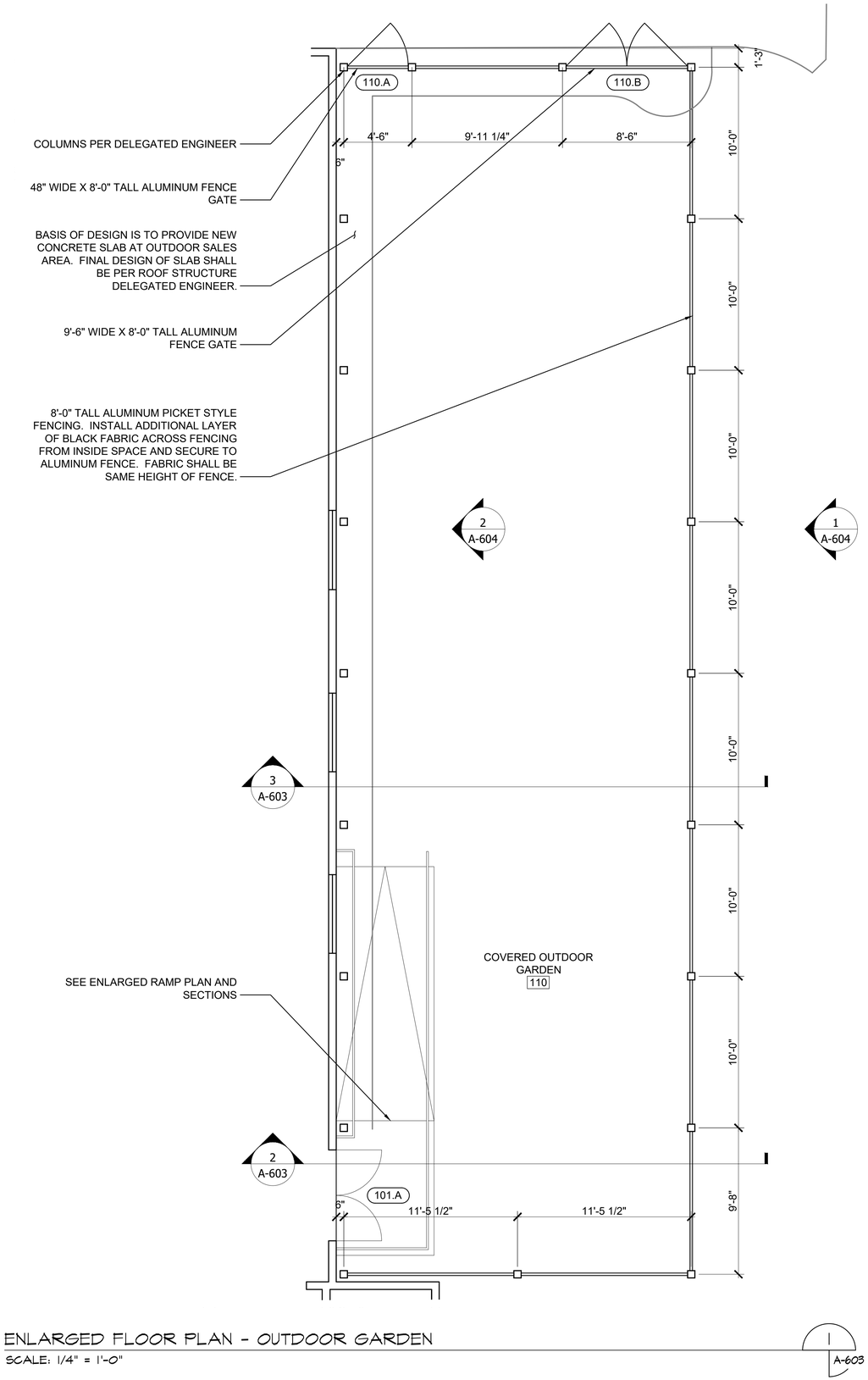
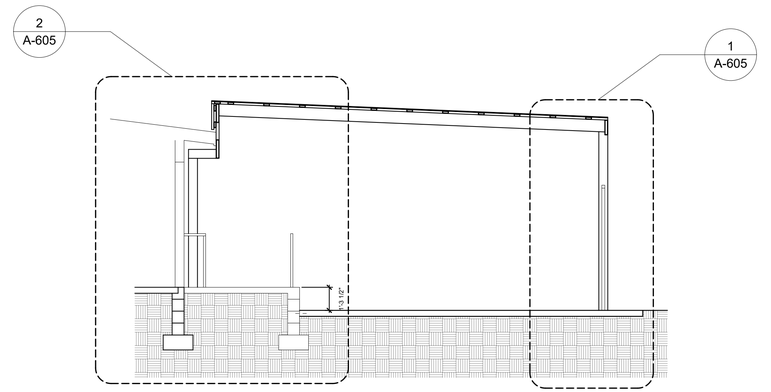


ENLARGED FLOOR PLAN - OUTDOOR GARDEN

SCALE: 1/4" = 1'-0"

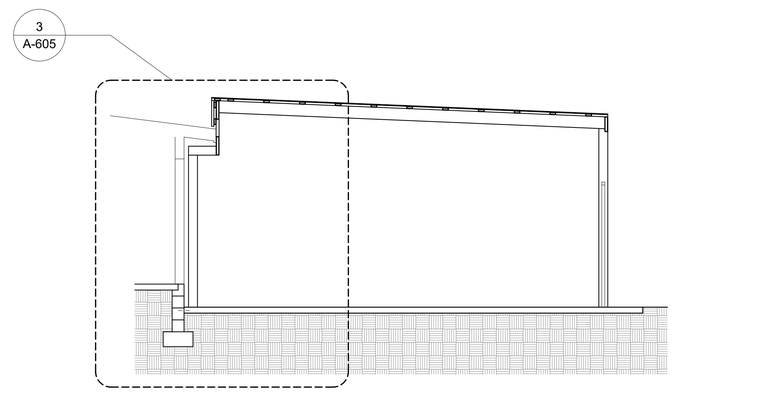
A-603



SECTION - OUTDOOR GARDEN

SCALE: 1/4" = 1'-0"

2 A-603



SECTION - OUTDOOR GARDEN

SCALE: 1/4" = 1'-0"

3 A-603

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540 NORTH DIXIE HWY

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NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

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DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS
LAST FILED: Thu, 15 Aug 2024 4:57pm

SHEET TITLE:
ENLARGED PLANS & SCTS - GARDEN

SHEET NUMBER: A-603
REV. 0

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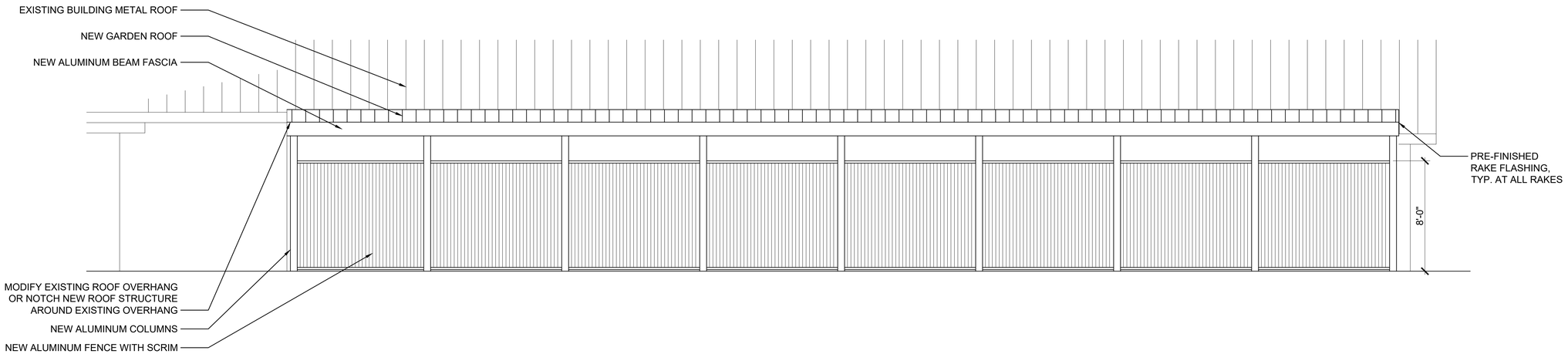
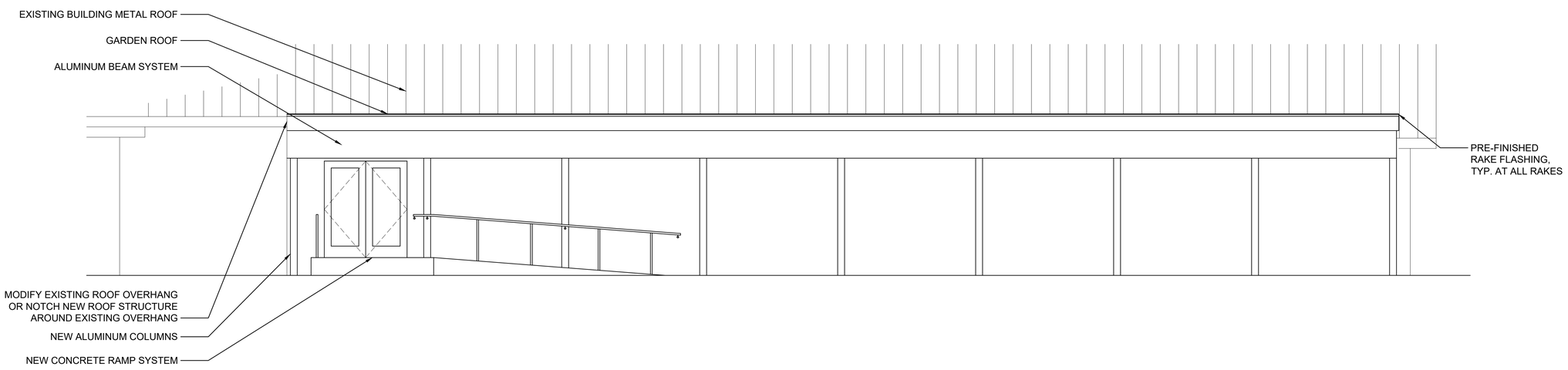


ELEVATION FROM STREET - OUTDOOR GARDEN

SCALE: 1/4" = 1'-0"

1 / A-604



ELEVATION INSIDE GARDEN AREA - OUTDOOR GARDEN

SCALE: 1/4" = 1'-0"

2 / A-604

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LAST FILED:
Thu, 15 Aug 2024
4:57pm

SHEET TITLE:

ENLARGED PLANS &
SCTS - GARDEN

SHEET NUMBER: A-604

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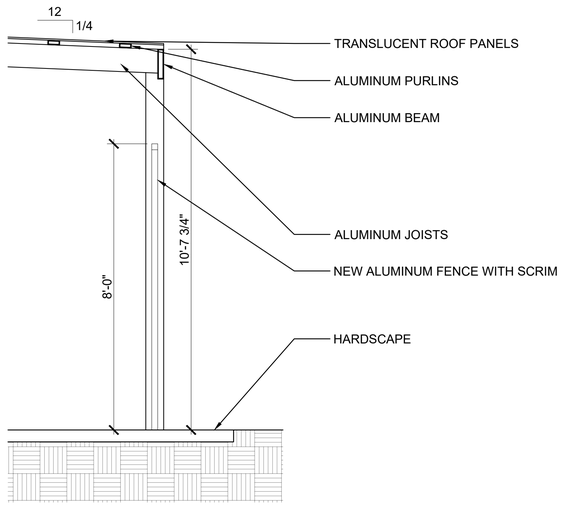
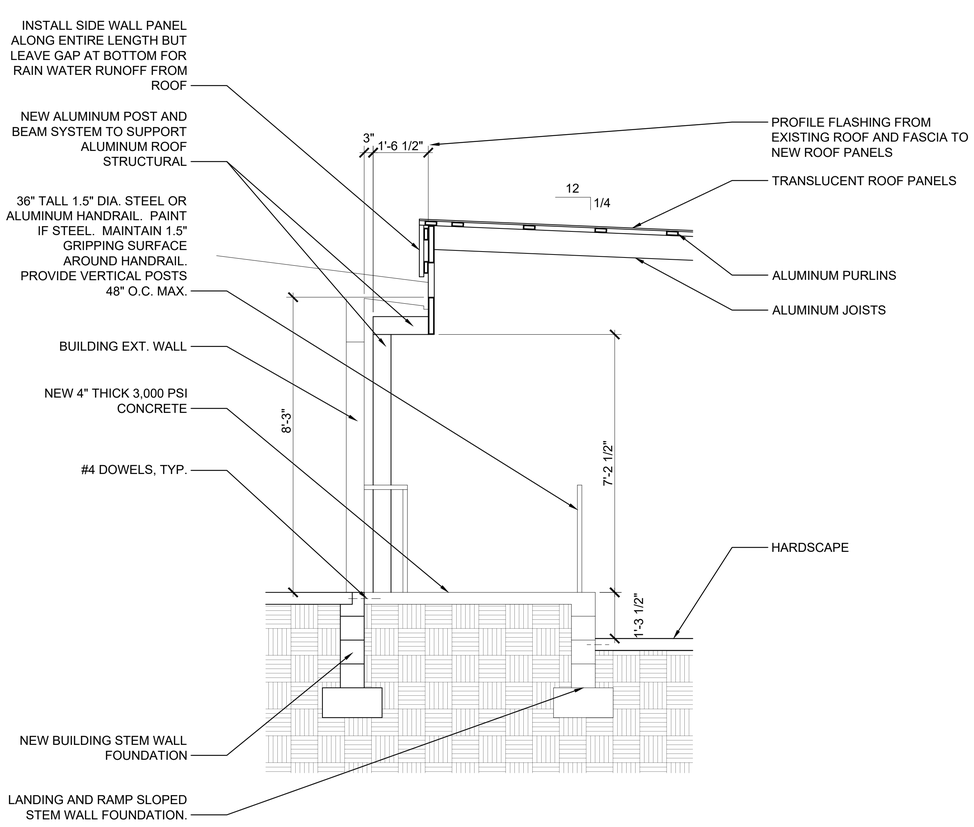
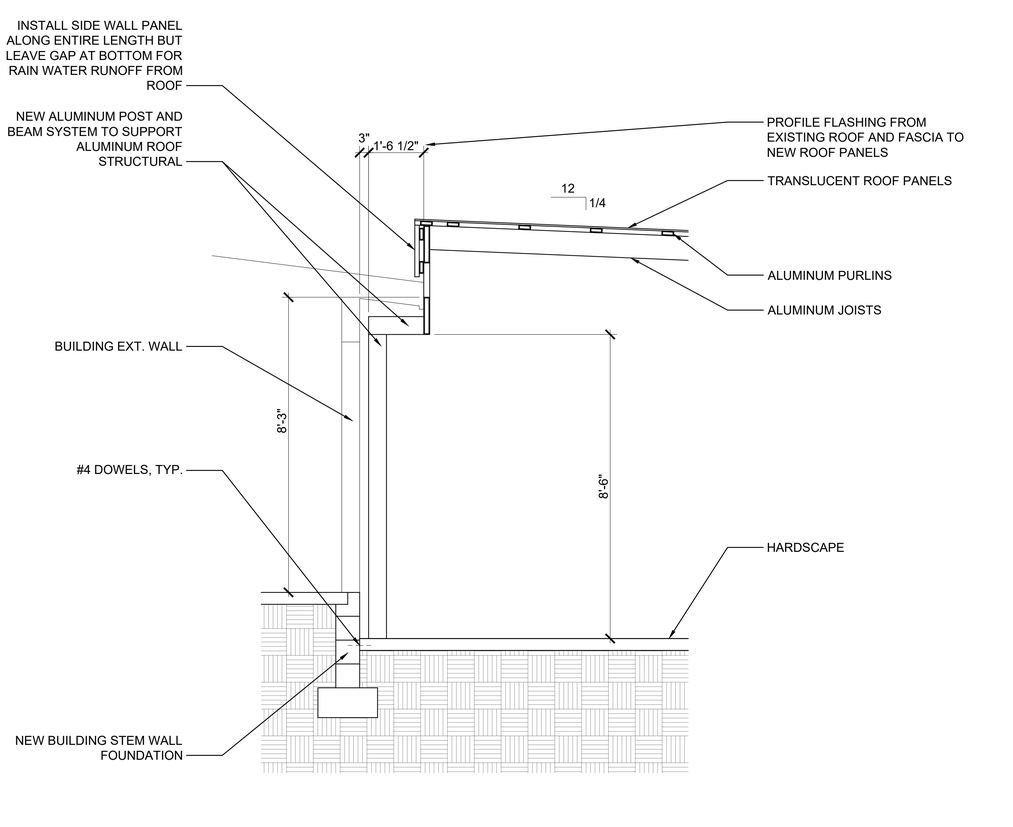


SECTION AT LOW ROOF SIDE - OUTDOOR GARDEN 1
SCALE: 1/4" = 1'-0" A-605



SECTION AT LANDING - OUTDOOR GARDEN 2
SCALE: 1/4" = 1'-0" A-605



SECTION AT HIGH ROOF SIDE - OUTDOOR GARDEN 3
SCALE: 1/4" = 1'-0" A-605

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540 NORTH DIXIE HWY
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AHJ: CITY OF NEW SMYRNA BEACH

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DRAWN BY: J. KNOUS
APPROVED BY: J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:57pm

SHEET TITLE:
ENLARGED PLANS & SCTS - GARDEN

SHEET NUMBER: A-605
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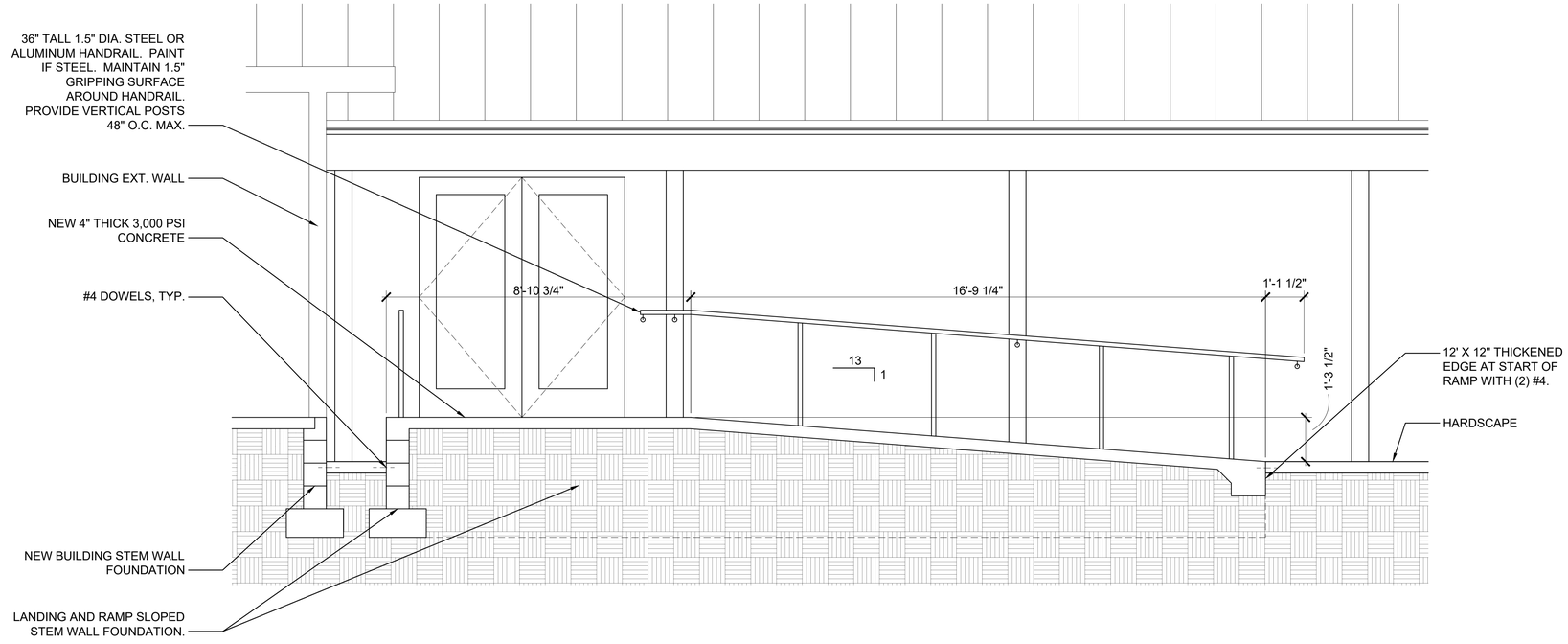
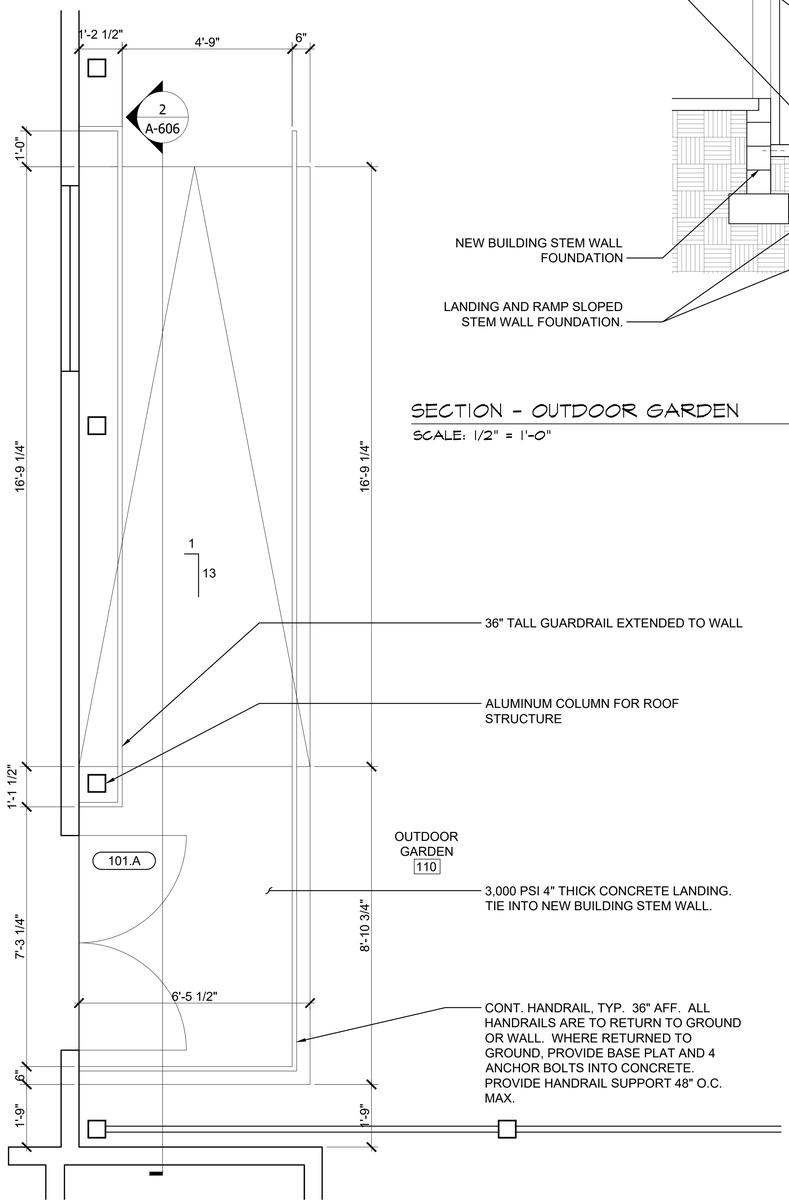


SECTION - OUTDOOR GARDEN

SCALE: 1/2" = 1'-0"

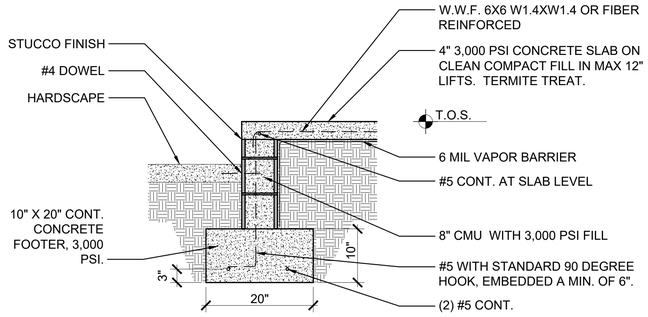
2 A-606



ENLARGED FLOOR PLAN - OUTDOOR GARDEN

SCALE: 1/2" = 1'-0"

1 A-606



SPECIFIC TYP. STEM WALL NOTES:

1. VERTICAL REINF. IN SOLID GROUTED CELLS AT ALL CORNERS AND PER DOWEL PLAN.
2. REINF. AT CORNER FOOTINGS SHALL BE L SHAPE AND EXTEND 25" IN BOTH DIRECTIONS TO TIE TO CONT. REINF.
3. ALL EXTERIOR FOOTINGS (BOTTOM OF FOOTING) SHALL BE PLACED AT LEAST 12" BELOW THE UNDISTURBED GROUND SURFACE.

TYPICAL STEM WALL

SCALE: 3/4" = 1'-0"

3 A-606

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
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JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	J. KNOUS
APPROVED BY:	J. KNOUS

LAST FILED:
Thu, 15 Aug 2024
4:57pm

SHEET TITLE:

ENLARGED PLANS & SCTS - GARDEN

SHEET NUMBER: A-606

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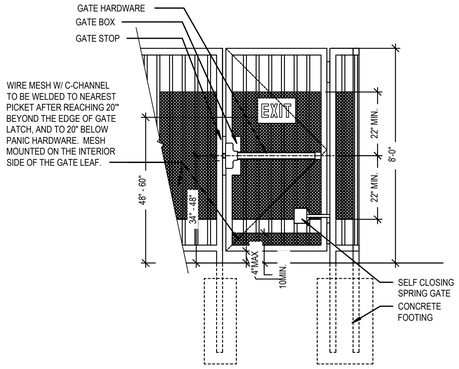
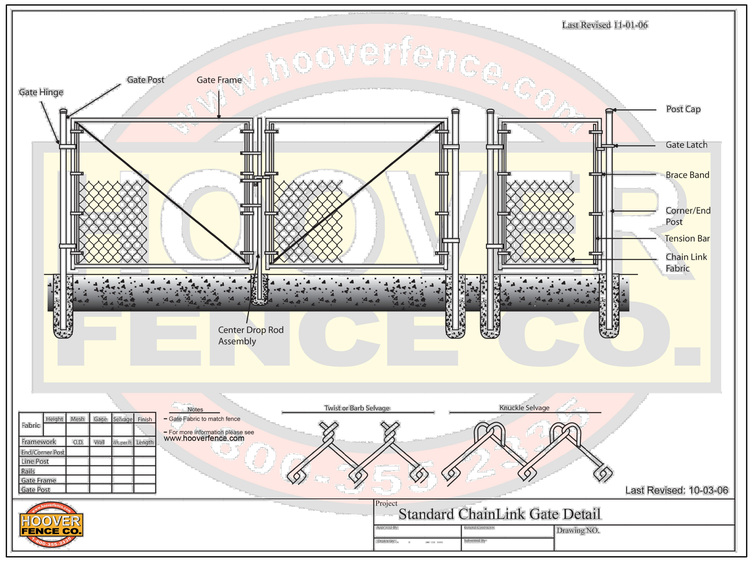


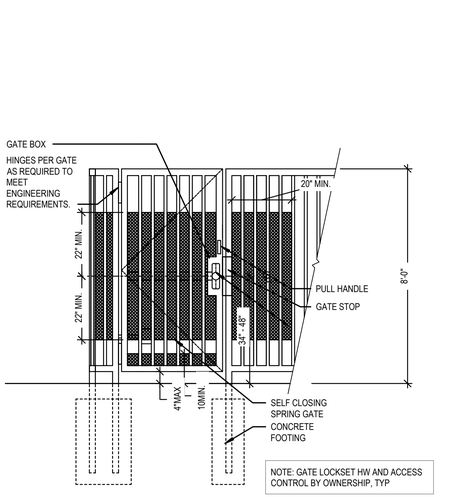
SINGLE LEAF GATE INTERIOR VIEW — 1 / A-631

SCALE: 3" = 1'-0"



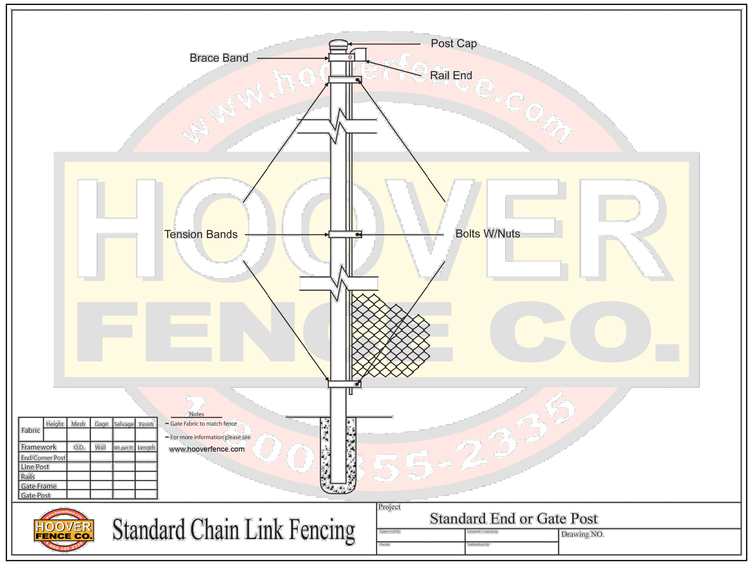
CHAIN LINK GATE DETAIL — 3 / A-631

SCALE: NTS



SINGLE LEAF GATE EXTERIOR VIEW — 2 / A-631

SCALE: 3" = 1'-0"



CHAIN LINK GATE POST DETAIL — 4 / A-631

SCALE: NTS

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PROJECT: ACE HARDWARE NEW SMYRNA BEACH
LOCATION: 540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

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PROJECT MANAGER: -

DRAWN BY: J. KNOUS

APPROVED BY: J. KNOUS

LAST FILED: Thu, 15 Aug 2024 4:58pm

SHEET TITLE: FENCE DETAILS

SHEET NUMBER: A-631

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STRUCTURAL NOTES

GENERAL NOTES:

1. NO DIMENSIONS SHALL BE SCALED FROM DRAWINGS.
2. GENERAL CONTRACTOR SHALL CHECK, REVIEW AND VERIFY ALL PLANS, DIMENSIONS AND SITE CONDITIONS PRIOR TO CONSTRUCTION. THE ENGINEER OF RECORD SHALL BE NOTIFIED IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS, OR ANY VARIATIONS NEEDED IN ORDER TO CONFORM TO THE CODES, RULES AND REGULATIONS.
3. ALL REFERENCED STANDARDS REFER TO THE EDITION ENFORCED AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BID.
4. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS ISSUED BY THE ARCHITECT.
5. STRUCTURAL DRAWINGS SHALL BE WORKED TOGETHER WITH ARCHITECTURAL, AIR CONDITIONING, MECHANICAL AND ELECTRICAL DRAWINGS TO LOCATE DEPRESSED SLABS, SLOPES, DRAINS, OUTLETS RECESSES, OPENINGS REGLETS, BOLT SETTINGS, SLEEVES, ETC. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL BEFORE FABRICATION OR ERECTION OF ANY STRUCTURAL SYSTEM.
7. GENERAL CONTRACTOR SHALL RESTRICT AND PROPERLY ISOLATE ALL CONSTRUCTION EQUIPMENT AND LOADS FROM INCLUDING OR TRANSMITTING VIBRATIONS TO THE STRUCTURE DURING CONSTRUCTION.
8. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DISPOSAL OF ALL ACCUMULATED WATER FROM EXCAVATIONS AND DEWATERING OPERATIONS IN SUCH A WAY AS TO NOT CAUSE INCONVENIENCE TO THE WORK AND DAMAGE TO THE STRUCTURAL ELEMENTS.
9. WHEN PERFORMING WORK BELOW GRADE, CARE SHALL BE TAKEN TO AVOID DAMAGING ANY EXISTING UTILITIES. ALL UNKNOWN UTILITIES DISCOVERED DURING CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPORTED TO ALL AFFECTED PARTIES, INCLUDING THE ARCHITECT/ENGINEER.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS CONSTRUCTION DOCUMENTS WITH ANY REVISED DRAWINGS AND SPECIFICATIONS, FIELD ORDERS, CHANGE ORDERS AND CLARIFICATION SKETCHES ISSUED DURING THE COURSE OF CONSTRUCTION.
11. "BY OTHERS" DENOTES LABOR AND MATERIALS BY OTHERS. HOWEVER THE GENERAL CONTRACTOR SHALL PROVIDE COORDINATION AND FREE ACCESS FOR THE WORK. REFER TO SPECIALTY ENGINEERING NOTES.
12. "N.I.C." DENOTES NOT IN CONTRACT. THE OWNER SHALL BE RESPONSIBLE FOR COORDINATING A TIME SCHEDULE OF THE BASE CONTRACT WITH THE "N.I.C.". 13. TYPICAL DETAILS AND NOTES ON THESE DRAWINGS SHALL APPLY UNLESS SPECIFICALLY NOTED OTHERWISE. CONSTRUCTION DETAILS AND SECTIONS NOT COMPLETELY SHOWN OR NOTED SHALL BE SIMILAR TO DETAILS AND SECTIONS SHOWN OR NOTED FOR SIMILAR CONDITIONS.
14. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING LAGGING, SHORING, AND PROTECTION OF ADJACENT PROPERLY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT.
15. BACK FILL AROUND THE EXTERIOR PERIMETER OF WALL SHALL NOT BE PLACED UNTIL AFTER THE WALLS ARE SUPPORTED BY THE COMPLETION OF INTERIOR FLOOR SYSTEMS. DO NOT PROCEED WITH BACK FILL UNTIL (7) DAYS AS A MINIMUM AFTER THE COMPLETION OF INTERIOR FLOOR SYSTEMS UNLESS WALLS ARE ADEQUATELY BRACED. BACK FILL SHALL NOT BE PLACED UNTIL AFTER COMPLETION AND INSPECTION OF WATERPROOFING WHERE WATERPROOFING OCCURS.
16. TEMPORARY BRACING SHALL BE PROVIDED AS REQUIRED TO HOLD ALL COMPONENTS OF THE STRUCTURE IN PLACE UNTIL FINAL SUPPORT IS SECURELY ANCHORED.
17. THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES OF EVERY KIND, INCLUDING WATER AND POWER, NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIALS SHALL BE NEW MATERIALS AND WORKMANSHIP SHALL BE OF GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE SKILLED IN THEIR TRADE.
18. THE CONTRACTOR SHALL ADEQUATELY PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC, AND BE RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
19. THE PREMISES SHALL BE KEPT FREE FROM ACCUMULATION OF WASTE MATERIALS, AND DEBRIS, AND AT THE END OF THE JOB THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS, AND TOOLS AND LEAVE THE BUILDING BROOM CLEAN.
20. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR. "THRESHOLD" INSPECTIONS AS REQUIRED BY THE LOCAL BUILDING DEPARTMENT SHALL BE UNDER A SEPARATE CONTRACT.
21. SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST STRUCTURAL DRAWINGS.
22. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH ONE SEPIA COPY AND FOUR BLUE LINE COPIES OF SHOP DRAWINGS A MINIMUM OF TWO WEEKS PRIOR TO PLACEMENT. THE REVIEW OF SHOP DRAWINGS BY THE ENGINEER IS ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS. THIS REVIEW DOES NOT GUARANTEE IN ANY WAY THAT THE SHOP DRAWINGS ARE CORRECT NOR DOES IT INFER THAT THEY SUPERSEDE THE STRUCTURAL DRAWINGS.

CODES:

THE STRUCTURAL FRAMING WAS DESIGNED USING THE FOLLOWING CODES

- FLORIDA BUILDING CODE (FBC) 2023 8th EDITION
- ASCE 7-22 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES W/ SUPPLEMENT NO. 1
- ACI 318-14 BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- ACI 315 MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES
- ANSI/AWC NDS – 2018 NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION W/ 2015 NDS SUPPLEMENT
- ANSI/AWC SDPWS – 2015 SPECIAL DESIGN PROVISIONS FOR WIND AND SEISMIC
- ASTM MATERIAL STANDARDS AS NOTED.
- TMS 402-2016 BUILDING CODE FOR MASONRY STRUCTURES

CONCRETE:

1. ALL REINFORCED CONCRETE DESIGN SHALL BE IN ACCORDANCE WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" (ACI-318).
2. ALL CONCRETE WORK SHALL BE DONE IN ACCORDANCE WITH "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS" (ACI-301).
3. CONCRETE STRENGTH AT 28 DAYS SHALL BE 3,000 PSI. MODULUS OF ELASTICITY OF CONCRETE MIX SHALL BE NOT LESS THAN 57,000 SQUARE ROOT f'c.
4. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK.
5. NO ADMIXTURE SHALL BE PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE ENGINEER.
6. FORM WORK SHALL COMPLY WITH "RECOMMENDED PRACTICE FOR CONCRETE FORM WORK" (ACI-347R).
7. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFE ADEQUATE SHORING, RE-SHORING, BRACING AND FORM WORK. GENERAL CONTRACTOR SHALL CONTRACT A STATE OF FLORIDA REGISTERED ENGINEER TO PREPARE SHORING AND RE-SHORING PLANS TO BE SUBMITTED TO THE ENFORCEMENT AGENCY FOR RECORD KEEPING.
8. THE OWNER SHALL CONTRACT AN INDEPENDENT TESTING LABORATORY APPROVED BY THE ENGINEER TO PERFORM CONCRETE CYLINDER TEST AS FOLLOW: FOUR CYLINDER TEST FOR ANY 50 CUBIC YARDS OF CONCRETE POURED, OR THREE CYLINDER TEST PER ANY DAYS POUR LESS THAN 50 CUBIC YARDS.
9. TRANSPORTING, PLACING, CURING AND DEPOSITING OF CONCRETE SHALL COMPLY WITH ACI 301.
10. NO PIPES OR CONDUITS EXCEEDING 1/3 THE SLAB THICKNESS IN OUTSIDE DIAMETER SHALL BE EMBEDDED IN THE STRUCTURAL CONCRETE FLOOR OR ROOF WITHOUT WRITTEN APPROVAL FROM THE ENGINEER. WHERE PIPES OR CONDUITS ARE PERMITTED, THEY SHALL BE PLACED NO CLOSER THAN THREE DIAMETER O/C AND SHALL BE LOCATED SO AS NOT TO IMPAIR THE STRENGTH OF THE STRUCTURE. JUNCTION BOXES MAY BE PLACED IN STRUCTURAL CONCRETE SLABS BUT SHALL NOT EXCEED 4½"x4½"x3½" IN DEPTH, AND SHALL BE SEPARATED FROM OTHER JUNCTION BOXES BY NOT LESS THAN 8".
11. NO WATER SHALL BE ADDED TO THE CONCRETE AT THE JOB SITE.
12. ALL PLUMBING & ELECTRICAL SLOTS SHALL BE FILLED WITH CONCRETE TO THE TOP OF THE FLOOR SLAB AFTER PIPING OR CONDUIT IS INSTALLED.
13. ALL BEAMS, SPANDREL BEAMS & FLOOR SLABS, SHALL BE PLACED MONOLITHICALLY AND THE FLOOR SLAB FINISHED AS REQUIRED ON THE SPECIFICATIONS.
14. VERTICAL CONSTRUCTION JOINTS USING APPROVED BULKHEADS MAY BE MADE AT CENTER OF BEAM OR SLAB SPANS WHERE STOP IN CONCRETE WORK IS NECESSARY. FOR ADDITIONAL REINFORCING AT CONSTRUCTION JOINTS SEE DETAILS. ANY OTHER CONSTRUCTION JOINT REQUESTED BY THE GENERAL CONTRACTOR SHALL BE SHOWN ON THE SHOP DRAWINGS FOR THE ENGINEER REVIEW.
15. REMOVE ALL DEBRIS FROM FORMS BEFORE POURING.
16. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL (AS IN WALLS, COLUMNS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. USE HOPPERS, CHUTES OR TRUNKS OF VARYING LENGTHS SO THAT THE FREE UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FT, AND A SUFFICIENT NUMBER SHALL BE USED TO ENSURE THE CONCRETE IS BEING KEPT LEVEL AT ALL TIMES.

REINFORCING STEEL:

1. ALL REINFORCING STEEL SHALL BE DEFORMED BARS, FREE FROM LOOSE RUST AND SCALE CONFORMING TO ASTM A615 (S1), Fy=60 KSI,
2. ALL REINFORCING SHALL BE DETAILED AND FABRICATED FOLLOWING THE REQUIREMENTS OF ACI 315. PLACING OF REBARS SHALL CONFORM TO "CRSI RECOMMENDED PRACTICES FOR PLACING REINFORCING BARS". SUBMIT SHOP DRAWINGS.
3. MINIMUM CONCRETE COVER ON REINFORCING STEEL FOR NON-PRESTRESSED CONCRETE SHALL BE AS FOLLOWS, U.O.N.

	MINIMUM COVER
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.	3"
EXPOSED TO EARTH OR WEATHER:	
No. 5 AND SMALLER BARS	1 1/2"
No. 6 AND LARGER BARS	2"
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:	
ROOF SLAB	3/4"
STRUCTURAL SLABS AND WALLS	3/4"
BEAMS AND COLUMNS (PRIMARY REINFORCEMENT, TIES, STIRRUPS AND SPIRALS)	1 1/2"
SLABS ON GRADE	1 1/2"

4. NO DEVIATION FROM THE STRUCTURAL PLANS SHALL BE PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STRUCTURAL ENGINEER. ALL REINFORCING DETAILS SHALL BE SUBMITTED TO THE ENGINEER FOR HIS APPROVAL.
5. ALL REINFORCING BARS SHALL BE SECURELY HELD IN PLACE DURING CONCRETE POURING. IF REQUIRED, ADDITIONAL BARS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH SUPPORT FOR THE BARS.
6. BARS SUPPORTS SHALL BE PLASTIC TIPPED FOR EXPOSED CONCRETE. LEGS OF FOUNDATIONS CHAIRS SHALL BE GALVANIZED. PLASTIC "DONUT" SPACERS WILL BE REQUIRED FOR STEEL AGAINST FORM IN CONCRETE BEAMS & WALLS IF FIELD CONDITIONS WARRANT.
7. WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A185 ANS IT SHALL BE SUPPORTED ON SLAB BOLSTERS. USE FLAT SHEETS ONLY.
8. REINFORCING IS DENOTED ON PLANS THUS: BOTTOM BARS ----------TOP BARS FOR SIZE AND SPACING OF REINFORCING SEE PLANS, SCHEDULES AND DETAILS.
9. ALL REINFORCING BARS MARKED "CONTINUOUS" SHALL BE LAPPED AT SPLICES AND CORNERS UNLESS OTHERWISE NOTED. LAP CONTINUOUS TOP BARS AT CENTER BETWEEN SUPPORTS AS REQUIRED. TERMINATE CONTINUOUS BARS AT NOT-CONTINUOUS ENDS WITH STANDARD HOOKS. U.O.N.
10. ALL WALLS AND COLUMNS SHALL BE DOWELED INTO FOOTINGS, WALLS, BEAMS, OR SLABS WITH BARS OF THE SAME SIZE AND SPACING AS THE BARS ABOVE. USE A (36) BAR DIAMETER LAP EXCEPT WHERE SPECIFICALLY INDICATED OTHERWISE.
11. VERTICAL WALLS BARS SHALL BE SPLICED AT OR NEAR FLOOR LINES. SPLICE BARS IN SPANDRELS, WALLS, BEAMS, GRADE BEAMS, ETC., (U.O.N.) AS FOLLOW; TOP BARS AT CENTER LINE SPAN, BOTTOM BARS AT THE SUPPORT

THE STRUCTURAL FRAMING WAS DESIGNED USING THE FOLLOWING SUPERIMPOSED LOADS. DESIGN WIND LOADS WERE DETERMINED IN ACCORDANCE WITH F.B.C 2023, 8th Ed. AND ASCE 7-22.

DESIGN LOADS

ROOF:

DEAD LOAD: 20PSF
LIVE LOAD: 20PSF

FLOOR:

DEAD LOAD: 20PSF
LIVE LOAD: 100PSF

FOUNDATION/SITE PREPARATION:

ALLOWABLE BEARING PRESSURE IS ASSUMED TO BE 1000 PSF ACCORDING TO REPORT G24184 LIMITED GEOTECHNICAL STUDY REPORT DSS 06-18-24 POINT 4.2 FOUNDATION RECOMMENDATIONS PAGE 3.

SPECIAL INSPECTION NOTE:

ENGINEER OF RECORD OR ANY OTHER FLORIDA LICENSED STRUCTURAL ENGINEER MUST BE HIRED BY THE GENERAL CONTRACTOR FOR THE FOLLOWING ITEMS:
1. SOIL COMPACTION

COLD-FORMED METAL FRAMING:

1. ALL FABRICATION AND ERECTION SHALL CONFORM TO AISI SPECIFICATION FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS, AISI STANDARD FOR COLD-FORMED STEEL FRAMING-GENERAL PROVISIONS, AND AWS D1.3 SPECIFICATION FOR WELDING SHEET STEEL IN STRUCTURES.
2. ALL CONNECTION MATERIAL INCLUDING BOLTS, SCREWS AND ETC. TO BE NON-CORROSIVE AND COMPATIBLE WITH ALL MATERIAL IN CONTACT WITH.
3. ALL METAL STUD WALLS SHALL BE DESIGNED BY THE METAL STUD SUPPLIER IN ACCORDANCE WITH THE REQUIREMENTS OF THE STATE BUILDING CODE AND ITS APPLICABLE REFERENCED STANDARDS IN THE STATE OF FLORIDA.
4. THE COLD-FORMED METAL STUD SUPPLIER SHALL DESIGN AND FABRICATE THE METAL STUD WALLS AS A SYSTEM. THIS SHALL INCLUDE ALL BEARING WALLS, SHEAR WALLS, STICK FRAMED AND PANELIZED SECTIONS, ALL PERMANENT AND TEMPORARY LATERAL BRACING, AND WALL-REQUIRED CONNECTIONS. COORDINATE WITH ARCHITECTURAL DRAWINGS FOR ALL DETAILS, DIMENSIONS, AND OTHER INFORMATION NOT INCLUDED IN THE STRUCTURAL DRAWINGS.
5. ALL EXTERIOR METAL STUD WALLS SHALL BE DESIGNED PER THE LOADING INFORMATION INCLUDED IN THESE CONSTRUCTION DOCUMENTS AND AS REQUIRED BY THE LOCAL GOVERNING BUILDING CODES.
6. ALL EXTERIOR BEARING WALLS SHALL BE DESIGNED FOR THE COMBINED EFFECTS OF THE AXIAL LOADS AND THE DESIGN WIND LOADS AS SPECIFIED IN THE GOVERNING CODES.
7. THE DESIGN INTENT IS TO HAVE A MINIMUM OF TWO (2) STUDS AT THE END OF EACH FLOOR/ROOF JOIST. WHERE THE BEARING WALLS ARE CONTINUOUS BETWEEN THE FLOORS, ALL STUDS SHALL BE ALIGNED/STACKED TO THE TRANSFER/PODIUM LEVEL.
8. INCREASE THE STUD GAUGE AND NUMBER AS REQUIRED BETWEEN THE FLOORS.
9. THE WALL SCHEDULE SHOWN IN THE CONSTRUCTION DOCUMENTS IS FOR GENERAL REFERENCE AND INFORMATION ONLY. ALL LISTED STUDS SHALL BE REVISED AND COORDINATED AS REQUIRED BY THE WALL DESIGNER TO SATISFY BOTH STRENGTH AND STIFFNESS REQUIREMENTS.
10. ALL SHEAR WALLS SHALL BE DESIGNED BY FOR THE LATERAL FORCES LISTED ON THE DRAWINGS. PROVIDE X-BRACING STRAPS ALONG EACH FACE, MULTIPLE STUDS (POSTS) AT EACH END, AND HOLDDOWNS AS REQUIRED BY THE WALL DESIGNER TO SATISFY BOTH STRENGTH AND STIFFNESS REQUIREMENTS.
11. ALL EDGE POSTS (OR MULTIPLE STUDS) AT SHEAR WALLS AND ALL HOLD-DOWNS SHALL BE CONTINUOUS BETWEEN THE FLOORS FOR PROPER LOAD TRANSFER TO THE PODIUM/TRANSFER LEVEL. USE THROUGH BOLTS AND STEEL ANGLES AS REQUIRED FOR THE PROPER TRANSFER OF LOADS BETWEEN THE FLOORS.
12. AT THE PODIUM LEVEL, EPOXY ANCHORS MAY BE USED, AS REQUIRED BY THE WALL DESIGNER, TO PROPERLY DEVELOP THE FORCE INTO THE SUPPORTING SLAB.
13. ALL COLD-FORMED METAL STUDS SHALL BE 18 GAUGE MINIMUM UNLESS NOTED OTHERWISE.
14. INSTALLATION, BRIDGING, AND CONNECTIONS SHALL BE DESIGNED IN STRICT ACCORDANCE WITH THE METAL STUD MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
15. ALL METAL STUD CURTAIN (NON-BEARING) WALLS SHALL BE BRACED AGAINST ROTATION BY A DIAPHRAGM-RATED SHEATHING BOARD APPLIED FULL HEIGHT TO EACH SIDE OF THE WALL. WHERE THE WALL IS NOT SHEATHED FULL HEIGHT ON EACH SIDE OR SHEATHED ON ONE SIDE ONLY, CONTINUOUS BRIDGING SPACED AT A MAXIMUM OF 5'-0" O.C. (OR AS RECOMMENDED BY COLD-FORMED MANUFACTURER) SHALL PROVIDE ROTATIONAL SUPPORT. THE CONTRACTOR IS RESPONSIBLE FOR BRACING THE WALLS DURING CONSTRUCTION.
16. ALL METAL STUD NON-BEARING WALLS SHALL HAVE SLIP CONNECTIONS TO ALLOW FOR VERTICAL DEFLECTION OF THE STRUCTURE WITHOUT LOADING THE NON-BEARING STUD WALL. PROVIDE TRACKS THAT WOULD ALLOW FOR VERTICAL DEFLECTION OF UP TO 3/4". DEFLECTION TRACK OR MARINO/WARE "WSC-SLIDE CLIPS", OR APPROVED EQUAL, SHALL BE USED TO ALLOW FOR VERTICAL DEFLECTION.

COLD-FORMED METAL FRAMING (CONTINUATION):

17. ALL METAL STUD WALLS USED AS BACK-UP FOR MASONRY VENEER SHALL BE DESIGNED FOR A MAXIMUM LATERAL (AND VERTICAL IF SUPPORTING LOSE LINTEL) DEFLECTION OF ¼" OR L/720. ALL OTHER METAL STUD WALLS SHALL BE DESIGNED FOR A MAXIMUM DEFLECTION OF ¼" OR L/480 UNLESS NOTED OTHERWISE.
18. SIZES OF COLD-FORMED MEMBERS INDICATED IN DRAWINGS REPRESENT THE MINIMUM FRAMING/SIZE REQUIREMENTS. THE FINAL DESIGN OF ALL COLD-FORMED MEMBERS AND SECTIONS SHALL BE DETERMINED/VERIFIED AND REVISED BY THE COLD-FORMED DESIGNER AS REQUIRED BY THE DESIGN CRITERIA AND SPECIFIED STRUCTURAL DEMAND.
19. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND DESIGN CALCULATIONS STAMPED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA FOR REVIEW.
20. SUBMIT SHOP DRAWINGS FOR REVIEW. THE SHOP DRAWINGS SHALL INCLUDE THE FOLLOWING:
    a. FRAMING LAYOUT DEVELOPED BY THE MANUFACTURER/SUPPLIER (COPIES OF STRUCTURAL FRAMING PLANS WILL NOT BE ALLOWED). ALL MEMBERS SHALL BE LABELED AND CROSS-REFERENCED TO ANY OTHER SHOP DRAWINGS SUBMITTED FOR REVIEW. ALL LAYOUT DRAWINGS AND DESIGN SHEETS SHALL BE STAMPED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.
    b. DESIGN DATA AND LOADS INDICATING CONFORMANCE WITH THE CONTRACT DOCUMENTS AND THE BUILDING CODE AND INDUSTRY STANDARDS.
    c. A STATEMENT STAMPED AND SIGNED BY THE MANUFACTURER/SUPPLIER'S DESIGN ENGINEER STATING, "THIS ENGINEER HAS REVIEWED AND COORDINATED THE DESIGN LOADING SPECIFIED ON THE CONSTRUCTION DOCUMENTS WITH THE TRUSS LAYOUT DRAWING AS WELL AS THE LOADING INDICATED ON THE PROJECT CONTRACT DOCUMENTS. THE LOADING REFLECTED ON THE SHOP DRAWINGS (FRAMING LAYOUT DRAWINGS, DESIGN DRAWINGS, ETC.) IS IN CONFORMANCE WITH THE DESIGN LOADS SPECIFIED ON THE STRUCTURAL DRAWINGS."
    d. PRODUCT DATA FOR ALL COLD-FORMED METAL COMPONENTS, CONNECTORS, AND FASTENERS. INCLUDE A COPY OF THE ICC APPROVAL OR RESEARCH REPORT FOR THE SYSTEM TO BE USED.

WOOD

1. ALL WOOD FOR BEAMS, BEARING WALLS, SOLE PLATES, TOP PLATES, BLOCKING, BRACING, LEDGERS, CRIPPLES, SILLS, TRUSSES, ETC., SHALL BE SOUTHERN PINE NO. 2, KD-15, OR BETTER.
2. MICRO-LAM BEAMS SHALL BE MANUFACTURED BY TRUS-JOIST CORP., OR APPROVED EQUAL, AND SHALL PROVIDE A MODULES OF ELASTICITY OF 1,000,000 PSI, A MIN. FLEXURAL STRESS OF 1,000 PSI, AND A MIN. HORIZONTAL SHEAR STRESS OF 285 PSI.
3. ALL WOOD IN CONTACT WITH CONCRETE OR CONCRETE BLOCK SHALL BE PRESSURE-TREATED. WOOD FOR NON-STRUCTURAL USES SHALL BE RATED TO RETENTION LEVELS OF 0.25 PCF OF CHROMATED COPPER ARSENATE (CCA). WOOD FOR STRUCTURAL USE THAT SHALL BE TREATED FOR ANY REASON SHALL BE RATED TO RETENTION LEVELS OF 0.4 PCF OF CCA OR MORE.
4. FOR STRUCTURAL USES, AVOID BUYING TREATED LUMBER THAT CONTAINS MORE THAN 1/2" OF HEARTWOOD.
5. AVOID INHALATION OF SAWDUST PRODUCED BY PRESSURE TREATED WOOD. WEAR A DUST MASK AND WORK OUTDOORS. DISPOSE OF DUST AND SCRAP BY ORDINARY TRASH COLLECTION. DO NOT BURN IT: PRESSURE TREATED WOOD MAY PRODUCE VERY TOXIC FUMES.
6. IN HIGHLY CORROSIVE ENVIRONMENTS, ALL WIND RESISTING HARDWARE INCLUDING THE HURRICANE STRAPS, SHALL BE MADE OF STAINLESS STEEL, OR SHALL BE DIPPED (AND SCRATCHES RE-PAINTED) IN COAL-TAR EPOXY PAINT.
7. WOOD PREVIOUSLY USED AS FORM WORK SHALL NOT BE USED AS ROOF FRAMING OR SHEATHING.
8. HURRICANE STRAPS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
9. HANGERS OR STRAPS THAT DO NOT MATCH EXACTLY THE ONES SPECIFIED ON THE DRAWINGS IN STEEL YIELD OR ULTIMATE STRENGTH, STEEL DIMENSIONS (LENGTH AND WIDTH), NUMBER AND DIAMETER OF HOLES FOR THE SAME SIZES OF NAILS OR BOLTS, AND/OR DO NOT HAVE THE SAME GENERAL SHAPE, WILL NOT BE ACCEPTABLE.
10. NO POCKETS WILL BE ALLOWED IN CONCRETE OR STEEL MEMBERS FOR CONNECTION OF WOOD MEMBERS UNLESS THE CONNECTION DETAIL IS IN WRITING PRIOR TO INSTALLATION.
11. ALL NAILS, SCREWS, AND BOLTS SHALL BE HOT-DIPPED GALVANIZED.
12. ALL WOOD TRUSSES IN CONTACT WITH THE CONCRETE BEAMS OR ANY OTHER CONCRETE ELEMENT MUST BE PROTECTED WITH MOISTURE BARRIER.

DESIGNER INFORMATION:

STRUCTURAL ENGINEER:
AYODEJI AGBALE
deji@laneli-eng.com
346-226-8923
www.laneli-eng.com

OWNER INFORMATION:
ACE HARDWARE

NO.	REVISION	DATE
1	FOR APPROVAL	08/13/2024

SEAL & SIGNATURE:

AYODEJI AGBALE LICENSE No. 96617 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Ayodeji Agbale, PE, on 08/13/2024. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROPERTY INFORMATION

PROJECT LOCATION:
ACE HARDWARE NEW SMYRNA BEACH 540 NORTH DIXIE HWY FL. 32168

BLOCK	-
LOT	-
SECTION	-

DRAWING
STRUCTURAL NOTES

DATE : 08/13/24

PAGE : 01 OF 10 | DRAWN BY : F.V.
SHEET NO. : | CHECK BY :

S-01 / S-10

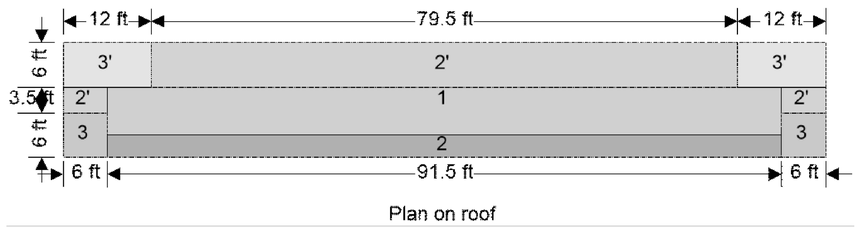
DOB SCAN STICKER:

WIND:

WIND VELOCITY : 139 MPH Kd : 0.85
IMPORTANCE FACTOR : 1.0 GCPI : ± 0.18
EXPOSURE CATEGORY : C
RISK CATEGORY : II

MONOSLOPE ROOF

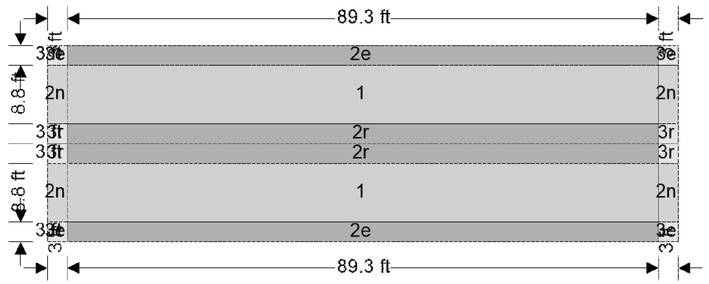
Component	Zone	Length (ft)	Width (ft)	Eff. area (ft^2)	$+GC_p$	$-GC_p$	Pres (+ve) (psf)	Pres (-ve) (psf)
<=10 sf	1	-	-	10.0	0.30	-1.10	16.9	-45.1
20 sf	1	-	-	20.0	0.27	-1.10	15.8 #	-45.1
50 sf	1	-	-	50.0	0.23	-1.10	14.4 #	-45.1
>100 sf	1	-	-	100.1	0.20	-1.10	13.4 #	-45.1
<=10 sf	2	-	-	10.0	0.30	-1.30	16.9	-52.1
20 sf	2	-	-	20.0	0.27	-1.27	15.8 #	-51.1
50 sf	2	-	-	50.0	0.23	-1.23	14.4 #	-49.7
>100 sf	2	-	-	100.1	0.20	-1.20	13.4 #	-48.6
<=10 sf	2'	-	-	10.0	0.30	-1.60	16.9	-62.7
20 sf	2'	-	-	20.0	0.27	-1.57	15.8 #	-61.6
50 sf	2'	-	-	50.0	0.23	-1.53	14.4 #	-60.2
>100 sf	2'	-	-	100.1	0.20	-1.50	13.4 #	-59.2
<=10 sf	3	-	-	10.0	0.30	-1.80	16.9	-69.7
20 sf	3	-	-	20.0	0.27	-1.62	15.8 #	-63.4
50 sf	3	-	-	50.0	0.23	-1.38	14.4 #	-55.0
>100 sf	3	-	-	100.1	0.20	-1.20	13.4 #	-48.6
<=10 sf	3'	-	-	10.0	0.30	-2.60	16.9	-97.9
20 sf	3'	-	-	20.0	0.27	-2.30	15.8 #	-87.3
50 sf	3'	-	-	50.0	0.23	-1.90	14.4 #	-73.3
>100 sf	3'	-	-	100.1	0.20	-1.60	13.4 #	-62.7



Plan on roof

GABLE ROOF

Component	Zone	Length (ft)	Width (ft)	Eff. area (ft^2)	$+GC_p$	$-GC_p$	Pres (+ve) (psf)	Pres (-ve) (psf)
<=2 sf	1	-	-	2.0	0.70	-1.50	44.0	-72.2
20 sf	1	-	-	20.0	0.46	-1.50	35.7	-72.2
100 sf	1	-	-	100.0	0.30	-1.08	29.9	-57.6
>300 sf	1	-	-	300.1	0.30	-0.80	29.9	-47.6
<=2 sf	2e	-	-	2.0	0.70	-1.50	44.0	-72.2
20 sf	2e	-	-	20.0	0.46	-1.50	35.7	-72.2
100 sf	2e	-	-	100.0	0.30	-1.08	29.9	-57.6
>300 sf	2e	-	-	300.1	0.30	-0.80	29.9	-47.6
<=2 sf	2n	-	-	2.0	0.70	-2.50	44.0	-107.4
10 sf	2n	-	-	10.0	0.54	-2.50	38.2	-107.4
100 sf	2n	-	-	100.0	0.30	-1.39	29.9	-68.5
>150 sf	2n	-	-	150.1	0.30	-1.20	29.9	-61.6
<=2 sf	2r	-	-	2.0	0.70	-2.50	44.0	-107.4
10 sf	2r	-	-	10.0	0.54	-2.50	38.2	-107.4
100 sf	2r	-	-	100.0	0.30	-1.39	29.9	-68.5
>150 sf	2r	-	-	150.1	0.30	-1.20	29.9	-61.6
<=2 sf	3e	-	-	2.0	0.70	-2.50	44.0	-107.4
10 sf	3e	-	-	10.0	0.54	-2.50	38.2	-107.4
100 sf	3e	-	-	100.0	0.30	-1.39	29.9	-68.5
>150 sf	3e	-	-	150.1	0.30	-1.20	29.9	-61.6
<=2 sf	3r	-	-	2.0	0.70	-3.60	44.0	-146.2
4 sf	3r	-	-	4.0	0.63	-3.60	41.5	-146.2
10 sf	3r	-	-	10.0	0.54	-2.95	38.2	-123.2
>50 sf	3r	-	-	50.1	0.37	-1.80	32.4	-82.8



Plan on roof

DESIGNER INFORMATION:

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OWNER INFORMATION:
ACE HARDWARE

NO.	REVISION	DATE
1	FOR APPROVAL	08/13/2024

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PROPERTY INFORMATION

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ACE HARDWARE NEW SMYRNA BEACH 540 NORTH DIXIE HWY FL. 32168

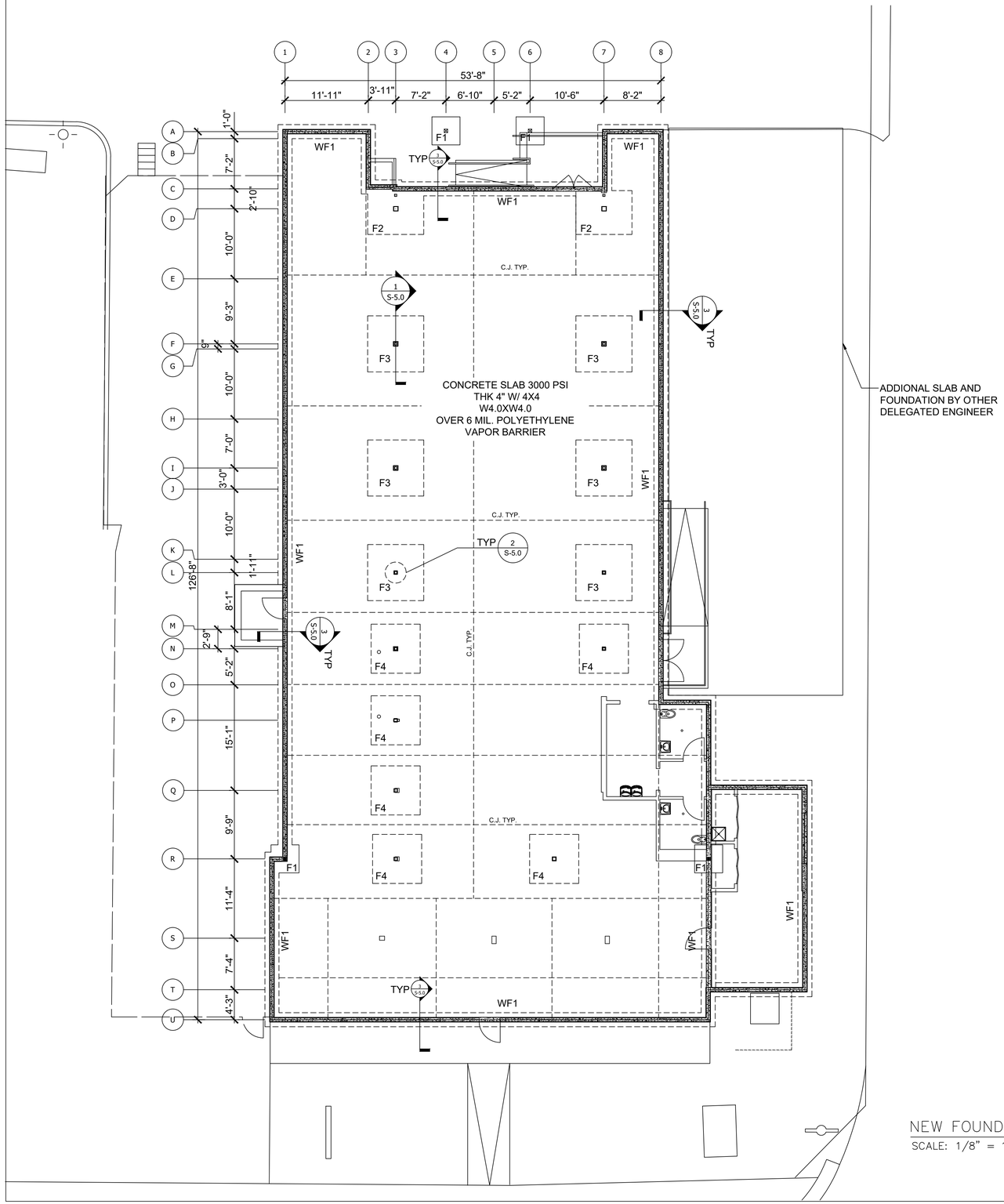
BLOCK	-
LOT	-
SECTION	-

DRAWING
WIND PRESSURE

DATE : 08/13/24
PAGE : 02 OF 10 DRAWN BY : F.V.
SHEET NO. : CHECK BY :

S-02 / S-10

DOB SCAN STICKER:



NEW FOUNDATION PLAN 1
SCALE: 1/8" = 1'-0" S-3.0

WALL FOOTING SCHEDULE					
MARK	WIDTH	THICKNESS	LONGITUDINAL REINFORCEMENT	TRANSVERSE REINFORCEMENT	REMARKS
WF1	2'-0"	0'-8"	(3)-CONT. #4	#4 @ 8" O.C.	-

ISOLATED FOOTING SCHEDULE					
MARK	WIDTH	LENGTH	THICKNESS	REINFORCEMENT	REMARKS
F1	4'-0"	4'-0"	1'-0"	5#5 EA. DIR.	-
F2	6'-0"	8'-0"	1'-0"	5#5 SHORT. DIR. 9#5 LONG DIR.	-
F3	8'-0"	8'-0"	1'-0"	8#5 EA. DIR.	-
F4	7'-0"	7'-0"	1'-0"	7#5 EA. DIR.	-

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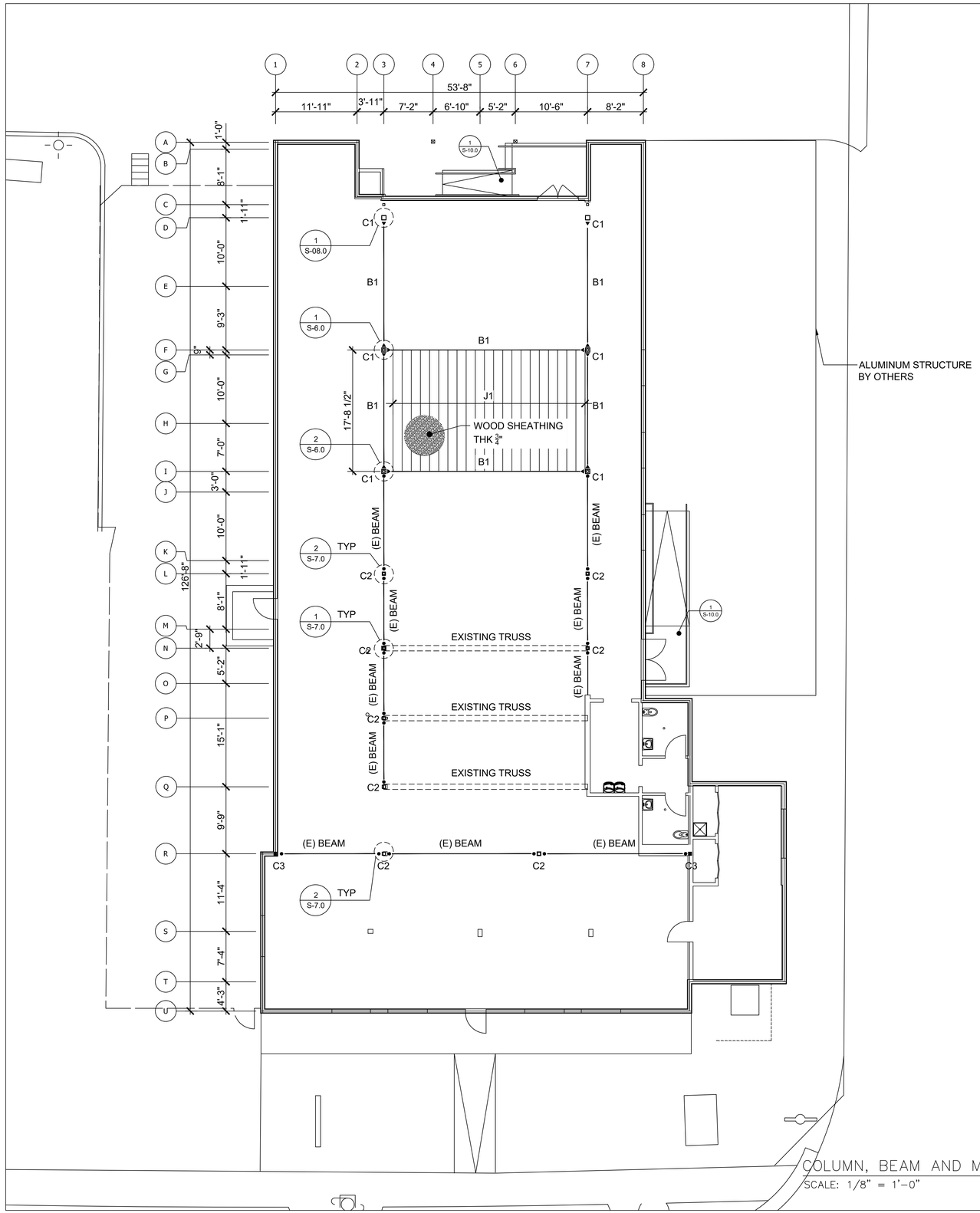
SECTION	-

DRAWING
FOUNDATIONS

DATE : 08/13/24
PAGE : 03 OF 10 DRAWN BY : F.V.
SHEET NO. : CHECK BY :

S-03 / S-10

DOB SCAN STICKER:



COLUMN, BEAM AND MEZZANINE FRAMING 1
SCALE: 1/8" = 1'-0"
S-4.0

COLUMN SCHEDULE		
MARK	SIZE	REMARKS
C1	HSS 8X8X$\frac{1}{2}$	-
C2	HSS 6X6X$\frac{3}{8}$	-
C3	6x6 SP No1 OR (3) 2x6	

FLOOR JOIST SCHEDULE			
MARK	SIZE & SPACING	CONNECTION	REMARKS
J1	1200S300-68 @ 16" O.C. (50 KSI)	S/LBV3.12/10	-

BEAM SCHEDULE			
MARK	SIZE	FACE MOUNT HANGER	REMARKS
B1	W10X39	-	-

LEGEND:

DESIGNER INFORMATION:

STRUCTURAL ENGINEER:
AYODEJI AGBALE
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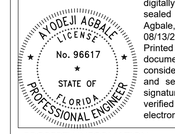
www.laneli-eng.com

OWNER INFORMATION:
ACE HARDWARE

NO.	REVISION	DATE
1	FOR APPROVAL	08/13/2024

SEAL & SIGNATURE:



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PROPERTY INFORMATION

PROJECT LOCATION:
ACE HARDWARE NEW SMYRNA BEACH 540 NORTH DIXIE HWY FL. 32168

BLOCK	-
LOT	-
SECTION	-

DRAWING
COLUMN, BEAM AND MEZZANINE FRAMING

DATE : 08/13/24

PAGE : 04 OF 10	DRAWN BY : F.V.
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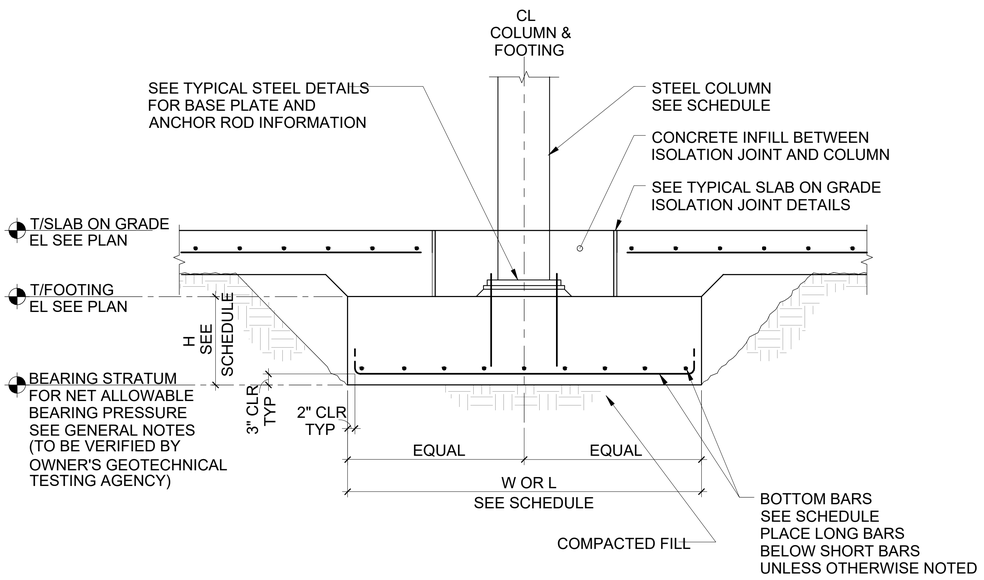
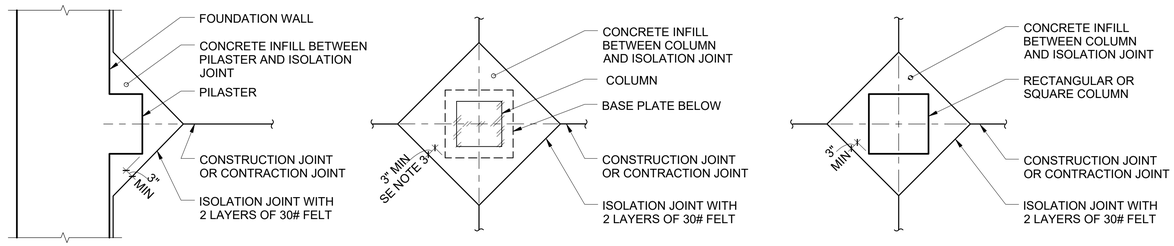
S-04 / S-10

DOB SCAN STICKER:



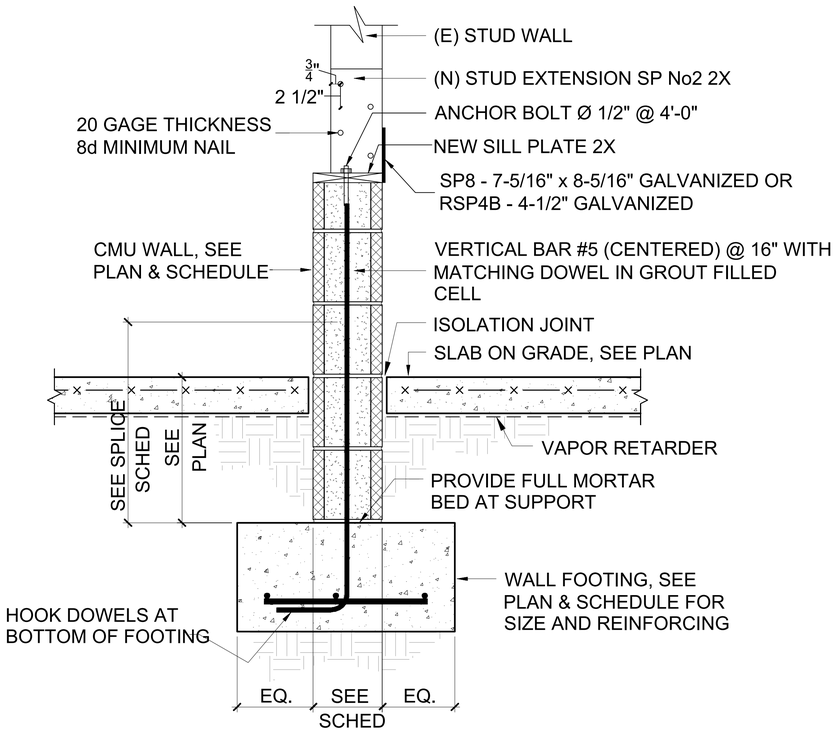
TYPICAL ISOLATED FOOTING – BASE PLATE WITHIN — 1 / S-5.0
SCALE: NTS



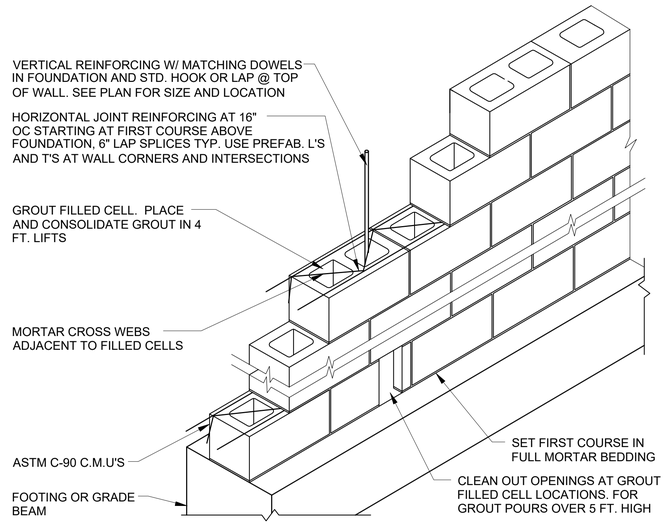
NOTES:

1. SEE TYPICAL SLAB ON GRADE DETAILS FOR JOINT SPACING REQUIREMENTS
2. CONCRETE INFILL BETWEEN COLUMN AND ISOLATION JOINT TO BE POURED AFTER ALL THE SLABS SUPPORTED BY THE COLUMN HAVE BEEN POURED
3. PROVIDE ADDITIONAL CLEARANCE AS REQUIRED TO ENSURE 3" MINIMUM CONCRETE COVER OVER BASE PLATE AND ANCHOR RODS BELOW.

TYPICAL ISOLATION JOINT DETAILS AT SLAB ON GRADE — 2 / S-5.0
SCALE: NTS



TYPICAL CMU WALL FOOTING — 3 / S-5.0
SCALE: NTS



TYP. MASONRY WALL CONSTRUCTION — 4 / S-5.0
SCALE: NTS

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BLOCK	-
LOT	-
SECTION	-

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FOUNDATION DETAILS

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PAGE : 05 OF 10 | DRAWN BY : F.V.
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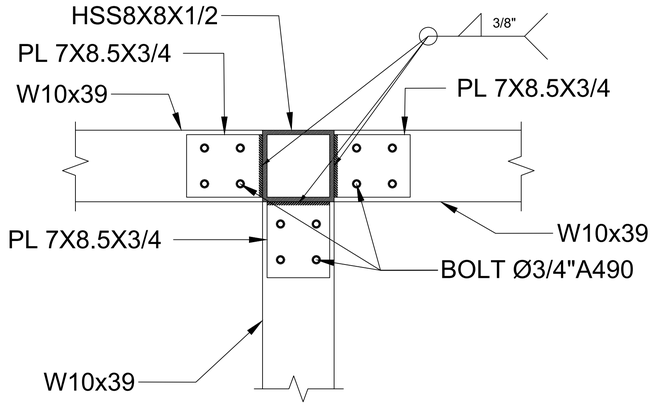
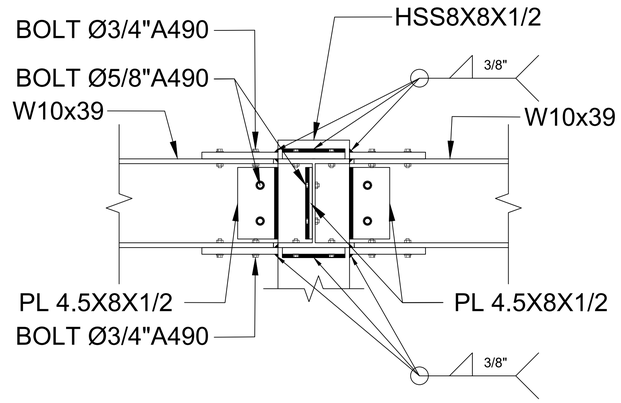
S-05 / S-10

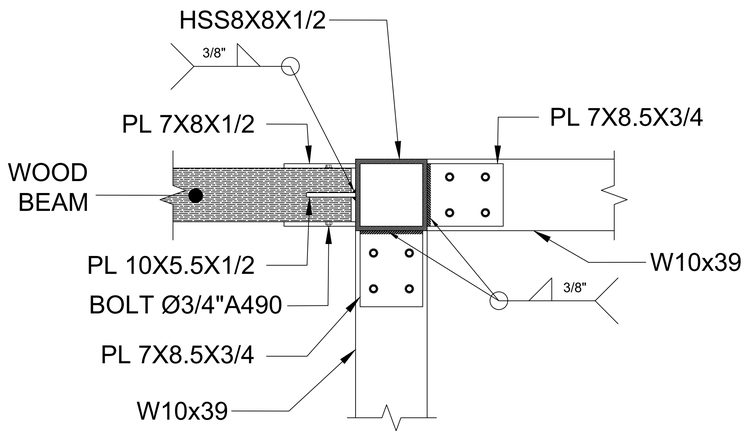
DOB SCAN STICKER:

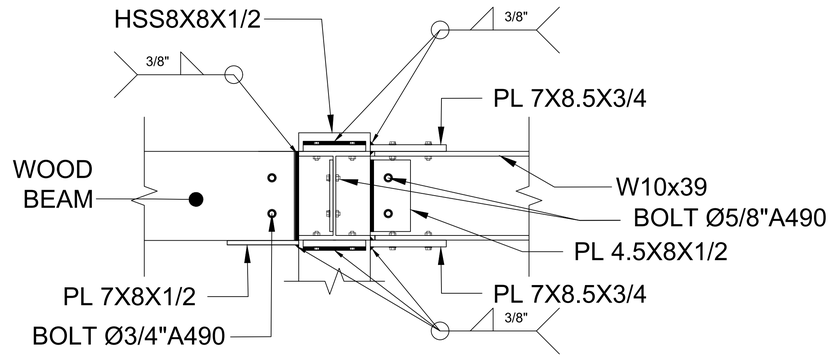




BEAM–COLUMN CONNECTION 1 — 1

SCALE: 1 1/2" = 1'–0" — S-6.0





BEAM–COLUMN CONNECTION 2 — 2

SCALE: 1 1/2" = 1'–0" — S-6.0

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BLOCK	-
LOT	-
SECTION	-

DRAWING
DETAILS 2

DATE : 08/13/24

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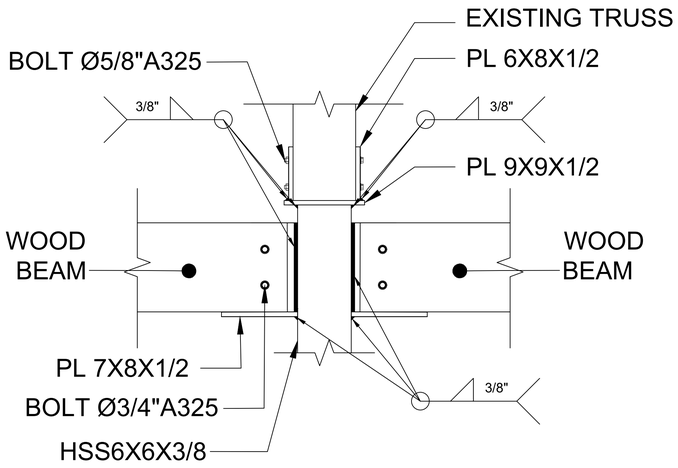
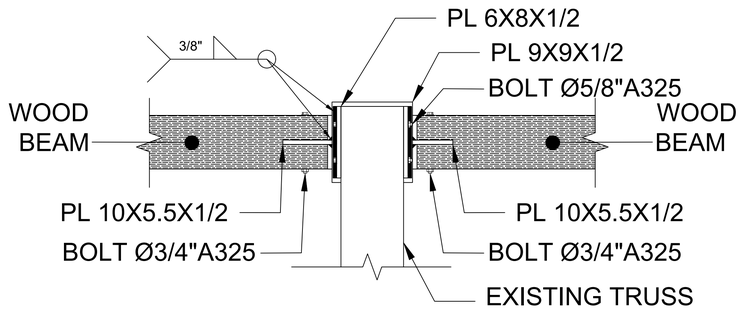
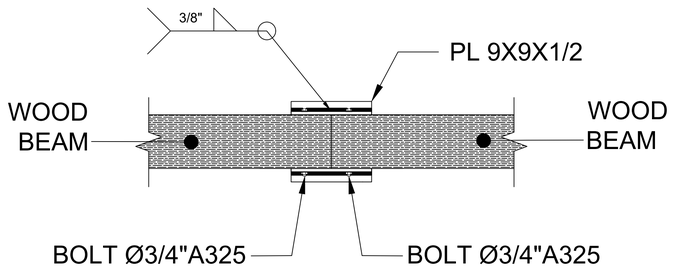
S-06 / S-10

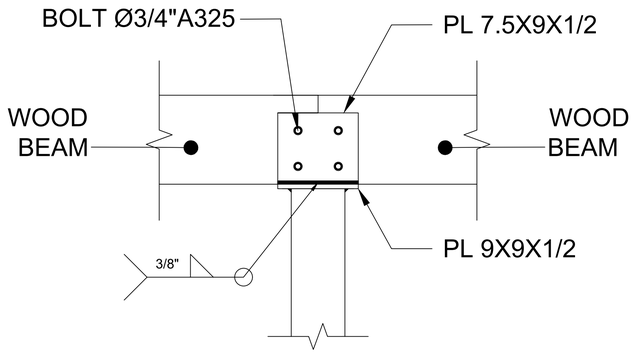
DOB SCAN STICKER:

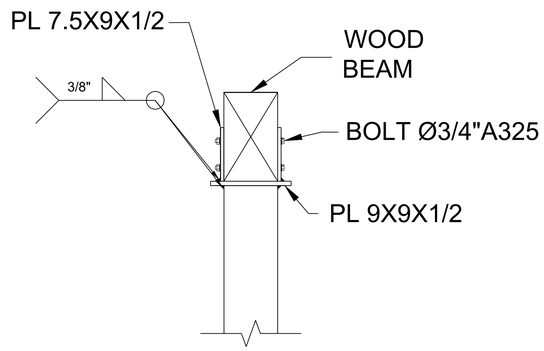


BEAM–COLUMN CONNECTION 3 — 1 / S-7.0
SCALE: 1 1/2" = 1'-0"









BEAM–COLUMN CONNECTION 4 — 2 / S-7.0
SCALE: 1 1/2" = 1'-0"

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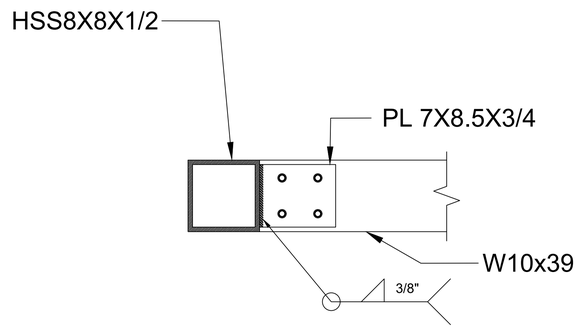
BLOCK	-
LOT	-
SECTION	-

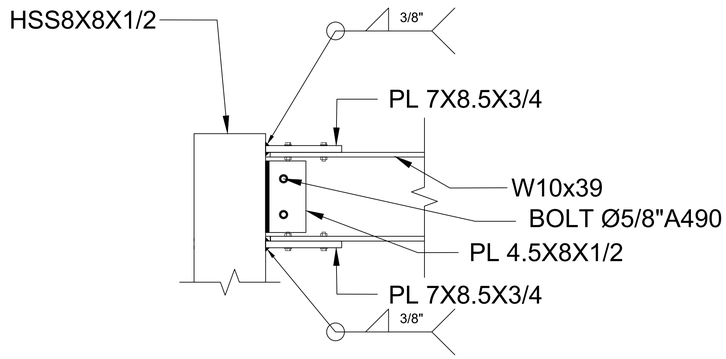
DRAWING
DETAILS 3

DATE : 08/13/24
PAGE : 08 OF 11 — DRAWN BY : F.V.
SHEET NO. : — CHECK BY :

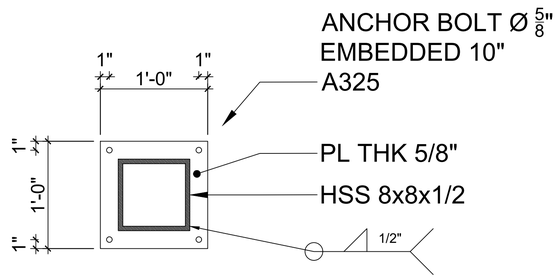
S-08 / S-11

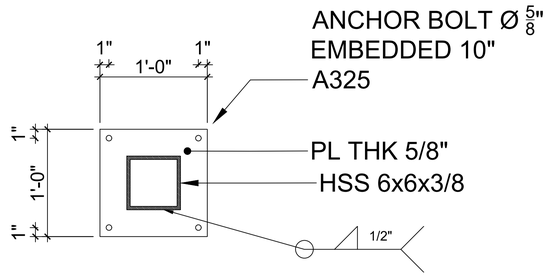
DOB SCAN STICKER:





BEAM–COLUMN CONNECTION 5 — 1 / S-8.0
SCALE: 1 1/2" = 1'–0"





BASE PLATE — 2 / S-8.0
SCALE: 1 1/2" = 1'–0"

DESIGNER INFORMATION:

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BLOCK	-
LOT	-
SECTION	-

DRAWING
DETAILS 4

DATE : 08/13/24
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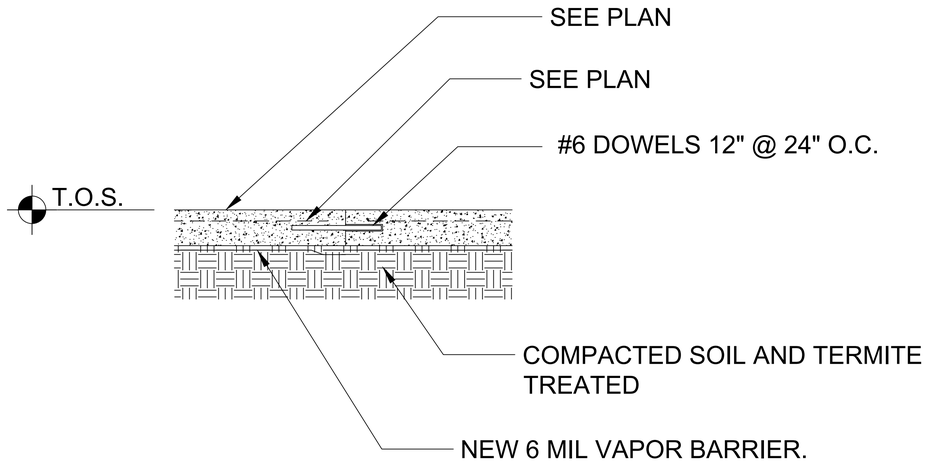
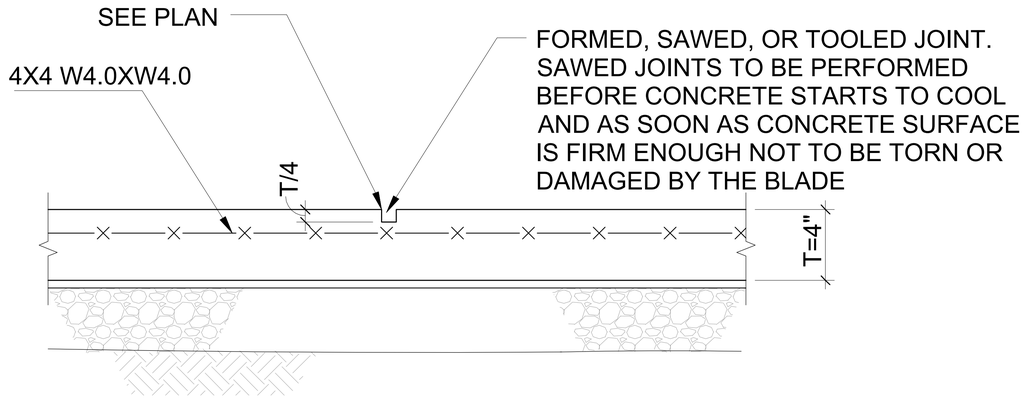
S-08 / S-10

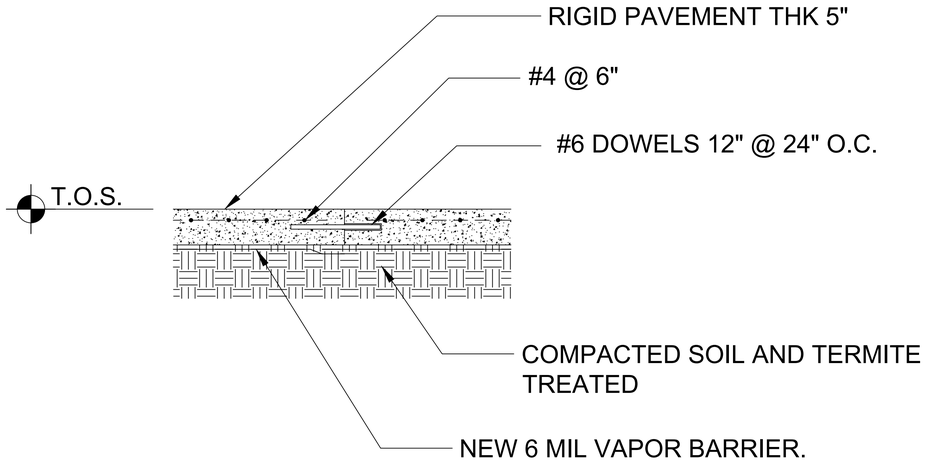
DOB SCAN STICKER:



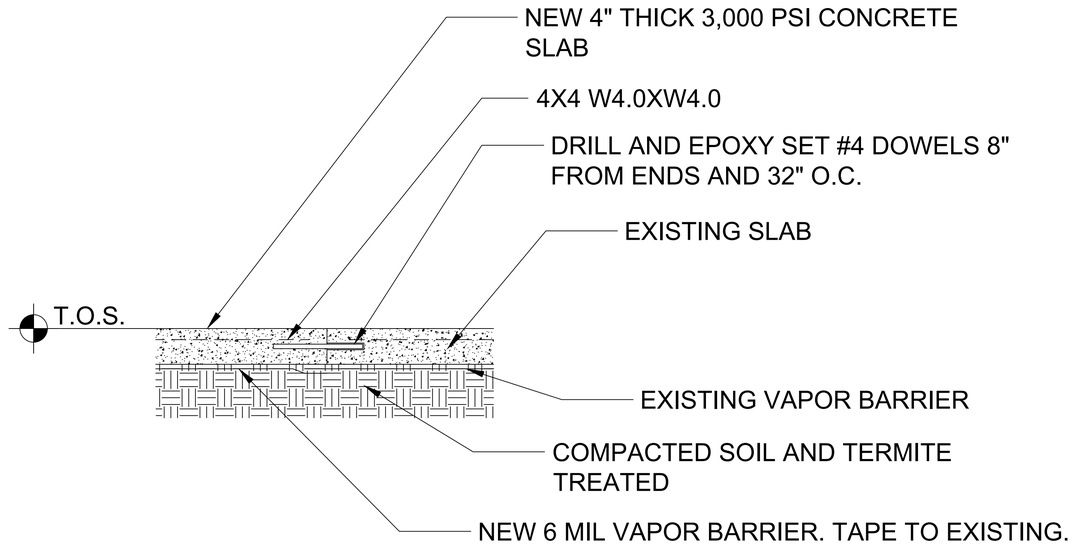
CONSTRUCTION JOINT 1
SCALE: 1 1/2" = 1'-0" S-9.0



CONTRACTION JOINT 2
SCALE: 1 1/2" = 1'-0" S-9.0



RIGID PAVEMENT 3
SCALE: 1 1/2" = 1'-0" S-9.0



NEW SLAB TO EXISTING SLAB 4
SCALE: 1 1/2" = 1'-0" S-9.0

DESIGNER INFORMATION:

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ACE HARDWARE NEW SMYRNA BEACH 540 NORTH DIXIE HWY FL. 32168

BLOCK	-
LOT	-
SECTION	-

DRAWING
DETAILS 5

DATE : 08/13/24
PAGE : 09 OF 10 | DRAWN BY : F.V.
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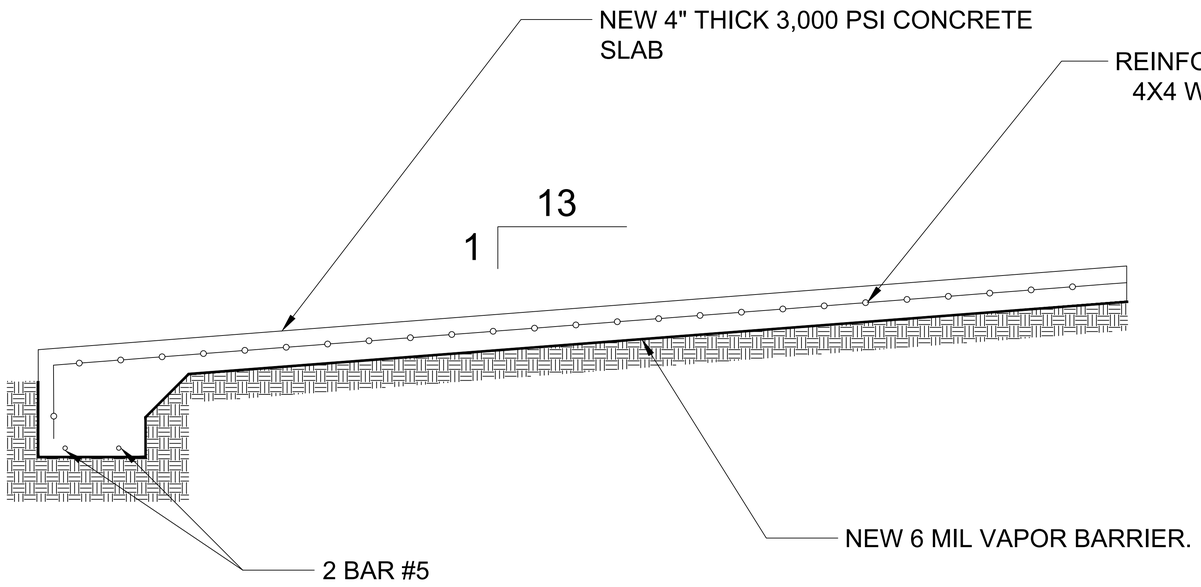
S-09 / S-10

DOB SCAN STICKER:



NOTE: IF YOU NEED TO CONFINE THE RAMP, USE DETAIL 3 PLAN S-6.0

TYPICAL RAMP DETAIL 1
SCALE: 1 1/2" = 1'-0" S-10.0

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BLOCK	-
LOT	-
SECTION	-

DRAWING
DETAILS 7

DATE : 08/13/24
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S-10 / S-10

DOB SCAN STICKER:

AYODEJI AGBALE LICENSE No. 96617 STATE OF FLORIDA PROFESSIONAL ENGINEER

LIGHTING

SYMBOL	DESCRIPTION
	CEILING MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED RECESSED WALLWASH FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED "CLOSE TO CEILING" FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	PENDANT MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	TRACK LIGHT FIXTURE WITH HEADS AS REQUIRED, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	CEILING MOUNTED RECESSED DOWNLIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED LIGHT FIXTURE WITH EMERGENCY BACKUP
	WALL MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EMERGENCY BATTERY LIGHT FIXTURE, REFER TO LIGHT FIXTURE SCHEDULE
	CEILING MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	WALL MOUNTED EXIT SIGN WITH EMERGENCY BACKUP, REFER TO LIGHT FIXTURE SCHEDULE
	COMBINATION EXIT SIGN AND EMERGENCY LIGHT FIXTURE WITH BATTERY BACKUP
Sa	WALL OUTLET BOX AND SINGLE POLE SWITCH ('a' INDICATES SWITCH LEG)
S3	WALL OUTLET BOX AND THREE-WAY SWITCH
SF	WALL OUTLET BOX AND FAN CONTROL SWITCH
SD	WALL OUTLET BOX AND DIMMER SWITCH AS REQUIRED FOR LOAD SERVED
SD3	WALL OUTLET BOX AND THREE-WAY DIMMER SWITCH
SM	WALL OUTLET BOX WITH SINGLE POLE MANUAL MOTOR STARTER SWITCH
SOS	WALL OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
OS	CEILING OUTLET BOX AND DUAL TECHNOLOGY OCCUPANCY SENSOR
DL	CEILING OUTLET BOX AND DAYLIGHT HARVESTING SENSOR

FIRE ALARM SYSTEMS

SYMBOL	DESCRIPTION
F	MANUAL PULL STATION
cd	WALL MOUNTED HORN WITH STROBE (cd=CANDELA RATING)
WP	WALL MOUNTED HORN WITH STROBE IN WEATHERPROOF ENCLOSURE
	CEILING MOUNTED HORN WITH STROBE
M	WALL MOUNTED MINI HORN
M	WALL MOUNTED MINI HORN WITH STROBE
	WALL MOUNTED VOICE EVACUATION SPEAKER WITH STROBE
	CEILING MOUNTED VOICE EVACUATION SPEAKER WITH STROBE
	WALL MOUNTED STROBE
	SMOKE DETECTOR
	DUCT MOUNTED SMOKE DETECTOR
	HEAT DETECTOR
	REMOTE DUCT DETECTOR INDICATOR LIGHT AND TEST SWITCH (NUMBER INDICATES QUANTITY)
R	FAN SHUT-DOWN RELAY
D	ELECTROMAGNETIC DOOR RELEASE DEVICE
	SMOKE DAMPER (PROVIDE BY MECHANICAL, CONNECTED BY ELECTRICAL)
P	FIREMAN'S PHONE JACK
TS	SPRINKLER SYSTEM SUPERVISORY SWITCH CONNECTION
FS	SPRINKLER SYSTEM FLOW SWITCH CONNECTION
CM	CONTROL MODULE
MM	MONITOR MODULE
LB	LOCK BOX
FACP	FIRE ALARM CONTROL PANEL
FATC	FIRE ALARM TERMINAL CABINET
FAAP	FIRE ALARM ANNUNCIATOR PANEL
DACT	DIGITAL ALARM COMMUNICATOR TRANSMITTER

WIRING AND POWER

SYMBOL	DESCRIPTION
	WALL OUTLET BOX AND SINGLE RECEPTACLE
	WALL OUTLET BOX AND DUPLEX RECEPTACLE
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLES
	WALL OUTLET BOX AND DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
	WALL OUTLET BOX AND DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	TWO GANG WALL OUTLET BOX AND (2) DUPLEX RECEPTACLE WITH TOP HALF SWITCHED
	WALL OUTLET BOX AND DUPLEX RECEPTACLE CONNECTED TO EMERGENCY SYSTEM
	CEILING OUTLET BOX AND SINGLE RECEPTACLE
	CEILING OUTLET BOX AND DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE
	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
S	WALL OUTLET BOX AND DUPLEX SAFETY RECEPTACLE
T	WALL OUTLET BOX AND DUPLEX TWIST-LOCK RECEPTACLE
WP	WALL OUTLET BOX AND GFCI DUPLEX RECEPTACLE WITH WEATHERPROOF COVER
	WALL OUTLET BOX AND SPECIAL PURPOSE OUTLET AS NOTED ON PLANS
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE
	FLUSH FLOOR OUTLET BOX WITH (2) DUPLEX RECEPTACLES
	FLUSH FLOOR OUTLET BOX WITH DUPLEX RECEPTACLE AND TELECOMMUNICATIONS OUTLET
	FLUSH WALL JUNCTION BOX AND BLANK PLATE
	JUNCTION BOX AND BLANK PLATE ABOVE CEILING
	SURFACE MOUNTED JUNCTION BOX AND BLANK PLATE
WP	SURFACE MOUNTED WEATHERPROOF JUNCTION BOX AND COVER
PB	FLUSH GRADE FIBER COMPOSITE PULL BOX AS NOTED
M	MOTOR CONNECTION AS NOTED
	FLUSH SHUNT-TRIP BUTTON, MOUNTED 80" TO TOP
C	CONTROL AND/OR POWER EQUIPMENT CONNECTION
	TIME CLOCK
PC	PHOTO CELL
	DISCONNECT SWITCH, SIZE AS NOTED
	120/208V BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
	120/208V BRANCH CIRCUIT PANELBOARD, FLUSH MOUNTED
	277/480V BRANCH CIRCUIT PANELBOARD
T	TRANSFORMER
	AUTOMATIC TRANSFER SWITCH
A-3	BRANCH CIRCUIT HOMERUN WITH PANEL NAME AND CIRCUIT NUMBER, QUANTITY OF ARROWHEADS DENOTES QUANTITY OF BRANCH CIRCUITS
	BRANCH CIRCUIT WIRING, PROVIDE QUANTITY OF CONDUCTORS REQUIRED FOR CIRCUITING AND SWITCHING INDICATED ON PLANS
	POWER LEG ONLY (NO SWITCH LEG BETWEEN ROOMS)
	CONDUIT CAPPED OFF
	CONDUIT CONTINUED
	CONDUIT RUN UP
	CONDUIT RUN DOWN
	GROUND OR GROUND ROD AS NOTED

NOTE: GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS SHOWN ON THIS ELECTRICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

ABBREVIATIONS

ABRV.	DESCRIPTION		
A	AMPERES	KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY
A/C	AIR CONDITIONING	KVA	KILOVOLT-AMPERES
AC	ALTERNATING CURRENT	KW	KILOWATT
AFF	ABOVE FINISHED FLOOR	LTG	LIGHTING
AFG	ABOVE FINISHED GRADE	MC	MASTER CLOCK CONTROL PANEL
AHU	AIR HANDLING UNIT	MCM	THOUSANDS OF CIRCULAR MILS
AWG	AMERICAN WIRE GAUGE	MCU	MASTER CONTROL UNIT
C	CONDUIT	MCP	MOTOR CIRCUIT PROTECTION
CFL	COMPACT FLUORESCENT LAMP	MH	METAL HALIDE
CH	COUNTER HEIGHT	N	NEUTRAL
CONC	CONCRETE	NA	NOT APPLICABLE
COND	CONDUIT	NF	NON-FUSED
CU	COPPER	NL	NIGHT LIGHT
DISC	DISCONNECT	NEC	NATIONAL ELECTRICAL CODE
ECB	ENCLOSED CIRCUIT BREAKER	NEMA	NATIONAL ELECTRIC MANUFACTURERS ASSOCIATION
ELEC	ELECTRICAL	NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
EM	EMERGENCY	NIC	NOT IN CONTRACT
EMS	ENERGY MANAGEMENT SYSTEM	O.C.	ON CENTER
EF	EXHAUST FAN	O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
EMT	ELECTRICAL METALLIC TUBING	P	POLE
EWC	ELECTRIC WATER COOLER	PA	PUBLIC ADDRESS CONTROL PANEL
ETR	EXISTING TO REMAIN	PNL	PANELBOARD
EX	EXISTING	PVC	POLYVINYL CHLORIDE
FA	FIRE ALARM	RGS	RIGID GALVANIZED STEEL
FAAP	FIRE ALARM ANNUNCIATOR PANEL	RM	ROOM
FACP	FIRE ALARM CONTROL PANEL	SACP	SURGE ALARM CONTROL PANEL
G	GROUND	SPD	SURGE PROTECTION DEVICE
GFI	GROUND FAULT INTERRUPTER	SPEC	SPECIFICATION
GND	GROUND	SS	STAINLESS STEEL
GRC	GALVANIZED RIGID CONDUIT	TYP	TYPICAL
H.I.D.	HIGH INTENSITY DISCHARGE	UON	UNLESS OTHERWISE NOTED
HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	V	VOLTS
I.G.	ISOLATED GROUND	W	WIRE
J	JUNCTION	WP	WEATHERPROOF

TELECOMMUNICATIONS

SYMBOL	DESCRIPTION
	COMBINATION TELECOMMUNICATIONS/DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
W	TELECOMMUNICATIONS WALL OUTLET BOX AND BLANK PLATE FOR WALL MOUNTED TELEPHONE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
	DATA WALL OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
FOB	FLUSH FLOOR OUTLET BOX WITH POWER DEVICE AND TELECOMMUNICATIONS OUTLET WITH MIN. 3/4"C. TO ACCESSIBLE CEILING SPACE.
WAP	CEILING OUTLET BOX AND BLANK PLATE WITH MIN. 3/4"C. TO TTB FOR WIRELESS ACCESS POINT. COORDINATE OUTLET REQUIREMENTS WITH OWNER.
TV	COMBINATION TELECOMMUNICATIONS/TELEVISION WALL OUTLET BOX AND BLANK PLATE. COORDINATE OUTLET AND CABLING REQUIREMENTS WITH OWNER.
	3/4" PLYWOOD TELEPHONE TERMINAL BOARD, SIZE AS SHOWN ON PLANS.
TTC	TELEPHONE TERMINAL CABINET, SIZE AS NOTED ON PLAN.

GENERAL DEMOLITION NOTES

DA ALL ELECTRICAL DEVICES INDICATED IN DARK LINETYPE ON DRAWING SHALL BE REMOVED OR RELOCATED UNLESS NOTED OTHERWISE. REROUTING/RELOCATION OF EXISTING ELECTRICAL SYSTEMS MAY BE REQUIRED AT NEW OPENINGS IN EXISTING CONSTRUCTION OR DUE TO INTERFERENCE WITH OTHER NEW WORK AS DESCRIBED IN THE FOLLOWING NOTES.

DB DRAWINGS INDICATE SPECIFIC ITEMS TO BE REMOVED, REROUTED, AND/OR RELOCATED IN ORDER TO INDICATE GENERAL SCOPE. ADDITIONAL ITEMS NOT INDICATED BUT NECESSARY FOR PROJECT RENOVATIONS SHALL BE REMOVED, REROUTED, OR RELOCATED AS REQUIRED. ASSUME WITHIN THE BASE BID A NOMINAL AMOUNT OF BRANCH CIRCUITS, FIXTURES, DEVICES, AND SYSTEMS WIRING WITHIN WALLS OR OPENINGS BEING REMOVED OR RELOCATED AS REQUIRED TO ACCOMMODATE THE NEW CONSTRUCTION.

DC FOR ITEMS INDICATED TO BE DEMOLISHED, REMOVE WIRING AND CONDUIT BACK TO THE SOURCE PANELBOARD UNLESS NOTED OTHERWISE. MAINTAIN CIRCUIT CONTINUITY TO REMAINING ITEMS ON CIRCUITS REQUIRED TO REMAIN. RELOCATE ANY CIRCUITS TO REMAIN TO AVOID CONFLICT WITH NEW CONSTRUCTION AS REQUIRED. PROPERLY TERMINATE ALL WIRING.

DD MAINTAIN CIRCUIT CONTINUITY TO ALL REMAINING ELECTRICAL SYSTEMS UNAFFECTED BY BUT PASSING THROUGH RENOVATED SPACES OR WHERE ONLY A PORTION OF A CIRCUIT IS REMOVED. ANY EXISTING ELECTRICAL DEVICES LEFT WITHOUT POWER DUE TO THIS RENOVATION SHALL BE RECONNECTED TO SAME SIZE CIRCUIT(S) AS PRESENTLY SERVED. NO ELECTRICAL DEVICES SHALL BE LEFT WITHOUT POWER.

DE REFER TO ARCHITECTURAL DEMOLITION DRAWINGS AND NOTES FOR COORDINATION. PATCH AND REPAIR ALL SURFACES CONTAINING DEMOLITION. COORDINATE WITH ARCHITECTURAL DRAWINGS. MATERIALS AND FINISHES SHALL MATCH EXISTING.

DF VISIT THE SITE TO DETERMINE THE EXACT EXTENT OF ELECTRICAL WORK REQUIRED TO COMPLETE THE PROJECT. EXISTING CONDITIONS INDICATED ON THESE DRAWINGS ARE TAKEN FROM EXISTING BUILDING DOCUMENTS AND FIELD OBSERVATION. OTHER ELECTRICAL ITEMS MAY EXIST FOR WHICH THE ELECTRICAL CONTRACTOR IS RESPONSIBLE WHICH MAY NOT BE SPECIFICALLY ADDRESSED IN THESE DRAWINGS.

DG PROPERLY DISPOSE OF ALL ITEMS BEING REMOVED AS PART OF THIS PROJECT. THE OWNER SHALL HAVE THE RIGHT TO RETAIN ANY ITEMS BEING REMOVED. COORDINATE ITEMS TO BE RETAINED WITH OWNER.

DH CONDUCTORS IN RENOVATED AREA SHALL BE NEW. DO NOT REUSE EXISTING WIRING UNLESS NOTED OTHERWISE. EXISTING CONDUIT IN THE RENOVATED AREA MAY BE REUSED IF IT COMPLIES WITH ALL REQUIREMENTS OF THE NEC AND SPECIFICATIONS, IF NEW DEVICE OR EQUIPMENT LOCATION COINCIDES WITH EXISTING LOCATION, AND IF PRACTICAL. CONDUIT NOT INTENDED TO BE REUSED SHALL BE REMOVED IF POSSIBLE (I.E., NOT EMBEDDED IN CONCRETE FLOOR, ETC.).

GENERAL NOTES

1. ALL WORK SHALL BE DONE IN ACCORDANCE THE FLORIDA BUILDING CODE (FBC-2023) 8TH EDITION, NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.

2. CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND COORDINATE WITH ALL EQUIPMENT MANUFACTURER/INSTALLERS PRIOR TO BIDDING.

3. ALL ELECTRICAL MATERIALS, DEVICES, APPLIANCES, AND EQUIPMENT SHALL BE LABEL LISTED BY AN APPROVED THIRD-PARTY TESTING AGENCY.

BUILDING:

4. INSTALLATION HEIGHT OF EQUIPMENT (TO CENTERLINE) ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE SHALL BE:

   RECEPTACLE = 18"
   CLOCK = 7'-6"
   SWITCH = 48"
   MODULAR JACK FOR WALL MOUNTED TELEPHONE = 48"
   MODULAR TELEPHONE JACK = 18"
   TELEVISION OUTLET = 84"
   COMPUTER OUTLET = 18"
   CALL SWITCH = 44"
   REMOTE TEST STATION FOR DUCT DETECTOR = 52"
   C = ABOVE COUNTER BACKSPLASH, COORDINATE WITH ARCHITECTURAL ELEVATIONS AND MILLWORK.

5. ALL CONDUIT AND WIRING SHALL BE CONCEALED IN WALLS OR ABOVE CEILINGS UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. ALL DEVICE OUTLET BOXES SHALL BE RECESSED UNLESS NOTED OTHERWISE OR APPROVED BY THE ARCHITECT/ENGINEER. WHERE APPROVED OR NOTED SURFACE METAL RACEWAY AND DEVICE BOXES SHALL BE USED IN LIEU OF CONDUIT AND CONCEALED BOXES AT NO EXTRA COST TO THE OWNER.

6. ALL CONDUIT ROUTING SHOWN IS APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY FINAL ROUTE WITH ALL OTHER TRADES AND CONDITIONS IN FIELD PRIOR TO ROUGH-IN.

7. CONDUIT RUNS SHOWN ARE SCHEMATIC AND DO NOT INDICATE THE NECESSARY FITTINGS AND JUNCTION BOXES THAT ARE INCLUDED IN THE SCOPE OF THE WORK.

8. CONTRACTOR SHALL PERMANENTLY IDENTIFY ALL WIRING WITH THE SOURCE AND CIRCUIT AT ALL ELECTRICAL EQUIPMENT, PULL AND JUNCTION BOXES AND ELECTRICAL TERMINATIONS PROVIDED OR ASSOCIATED WITH THIS CONSTRUCTION.

9. COORDINATE EXACT LOCATION OF LIGHTING FIXTURES IN MECH. ROOMS/SPACES WITH DUCTWORK INSTALLER PRIOR TO ROUGH-IN. LOCATE BELOW DUCTWORK(8'-0" AFF MINIMUM) CENTERED IN ROOM AS MUCH AS POSSIBLE.

10. COORDINATE EXACT INSTALLATION REQUIREMENTS OF OUTLETS IN MILLWORK WITH ARCHITECTURAL DRAWINGS, APPROVED SHOP DRAWINGS AND MILLWORK INSTALLER PRIOR TO ROUGH-IN.

11. VERIFY EXACT LOCATION OF ALL MECHANICAL EQUIPMENT WITH MECHANICAL INSTALLER PRIOR TO ROUGH-IN.

12. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL LIGHT FIXTURES.

13. PROVIDE NYLON PULLSTRINGS IN ALL EMPTY CONDUITS.

14. COORDINATE THE REQUIRED SIZE OF ALL CIRCUIT BREAKERS FEEDING EQUIPMENT, (I.E. MOTORS, HVAC, KITCHEN EQUIPMENT, SPECIAL PURPOSE OUTLETS, ELEVATORS, OWNER FURNISHED EQUIPMENT ETC.) WITH APPROVED EQUIPMENT SHOP DRAWINGS AND OWNER REPRESENTATIVES PRIOR TO ORDERING PANELBOARDS. BREAKERS SHALL BE SIZED PER THE NEC, THE EQUIPMENT NAME PLATE AND MANUFACTURERS RECOMMENDATIONS.

15. ALL DIMMED CIRCUITS SHALL BE PROVIDED WITH DEDICATED NEUTRALS FOR EACH DIMMER AND PHASE CONDUCTOR THROUGHOUT THE ENTIRE CIRCUIT.

16. THE POWER COMPANY SHALL BE CONTACTED WITHIN 10 DAYS OF THE AWARD OF THE CONTRACT BY THE CONTRACTOR TO VERIFY THE ACTUAL AVAILABLE SHORT CIRCUIT FAULT CURRENT (AIC) AT THE TRANSFORMER SECONDARY BUSHINGS. THE CONTRACTOR SHALL PROVIDE ELECTRICAL DISTRIBUTION AND UTILIZATION EQUIPMENT AND PANELBOARDS WHICH HAVE AIC/WITHSTAND RATINGS GREATER THAN THE AVAILABLE AIC AT EACH POINT IN THE ELECTRICAL SYSTEM.

17. VISIT THE EXISTING FACILITY AND CAREFULLY EXAMINE THOSE PORTIONS OF THE BUILDING AND SITE AFFECTED BY THIS WORK BEFORE SUBMITTING PROPOSALS, SO AS TO BECOME FAMILIAR WITH THE EXISTING CONDITIONS AND DIFFICULTIES THAT WILL AFFECT EXECUTION OF THE WORK. SUBMISSION OF A PROPOSAL WILL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED BECAUSE OF DIFFICULTIES ENCOUNTERED WILL NOT BE RECOGNIZED.

18. CONTRACTOR SHALL INCLUDE IN HIS BID THE TRANSPORT AND DISPOSAL OR RECYCLING OF ALL WASTE MATERIALS GENERATED BY THIS PROJECT IN ACCORDANCE WITH ALL RULES, REGULATIONS AND GUIDELINES APPLICABLE.

19. PANEL SCHEDULES INDICATE CIRCUIT DESIGNATIONS ONLY. CONTRACTOR TO PROVIDE MATERIALS AS REQUIRED WHEN NEUTRALS ARE SHARED TO COMPLY WITH NEC REQUIREMENTS. ALL SINGLE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A TWO POLE BREAKER OR TWO SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE. ALL THREE PHASE MULTIWIRE BRANCH CIRCUITS SHALL BE FED VIA A THREE POLE BREAKER OR THREE SINGLE POLE BREAKERS WITH AN IDENTIFIED HANDLE TIE (PER NEC 210.4B).

20. PER NEC 110.22; PROVIDE PERMANENT LABELING FOR ALL SERIES RATED PANEL ENCLOSURES TO READ AS FOLLOWS: CAUTION - SERIES COMBINATION SYSTEM RATED _____ AMPERES. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED.

GROUNDING:

21. ALL METAL RACEWAYS, INCLUDING CONDUIT, WIRE TROUGHS, WIREMOLD, ETC., SHALL BE GROUNDED. ALL CONNECTIONS IN METAL RACEWAYS SHALL BE COMPLETED IN SUCH A MANNER AS TO MAINTAIN A CONTINUOUS PATH TO GROUND THROUGHOUT THE ENTIRE LENGTH OF THE RACEWAY.

WIRING:

22. UNLESS NOTED OTHERWISE ON THE DRAWINGS OR ON THE EQUIPMENT WIRING SCHEDULE, EACH BRANCH CIRCUIT HOME RUN SHALL BE THREE (3) #12 AWG THHN/THWN (1 HOT, 1 NEUTRAL & 1 EQUIPMENT GROUND) IN 3/4" EMT CONDUIT. PROTECT EACH CIRCUIT WITH A 20 AMPERE, 1-POLE OVERCURRENT DEVICE UNLESS NOTED OTHERWISE. COMBINED NEUTRALS ARE NOT PERMITTED.

GENERAL:

23. WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE THE ELECTRICAL CONTRACTOR SHALL PROVIDE TO THE BUILDING OWNER RECORD DRAWINGS OF THE ACTUAL INSTALLATION INCLUDING: 1. A SINGLE-LINE DIAGRAM OF THE BUILDING ELECTRICAL DISTRIBUTION SYSTEM AND 2. FLOOR PLANS INDICATING LOCATION AND AREA SERVED FOR ALL DISTRIBUTION.

24. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE BUILDING OWNER AN OPERATING MANUAL AND MAINTENANCE MANUAL AS REQUIRED BY THE FLORIDA BUILDING CODE. THE MANUALS SHALL INCLUDE, AT A MINIMUM, THE FOLLOWING: 1. SUBMITTAL DATE STATING EQUIPMENT RATING AND SELECTED OPTIONS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. 2. OPERATION MANUALS AND MAINTENANCE MANUALS FOR EACH PIECE OF EQUIPMENT REQUIRING MAINTENANCE. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED. 3. NAMES AND ADDRESSES OF AT LEAST ONE QUALIFIED SERVICE AGENCY.

25. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THE REQUIRED FUNCTIONAL TESTING OF THE LIGHTING SYSTEM TO ENSURE THAT THE CONTROL HARDWARE AND SOFTWARE ARE CALIBRATED, ADJUSTED, PROGRAMMED AND IN PROPER WORKING CONDITION IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. WHERE REQUIRED BY THE CODE OFFICIAL, AN APPROVED PARTY INDEPENDENT FROM THE DESIGN OR CONSTRUCTION OF THE PROJECT SHALL BE RESPONSIBLE FOR THE FUNCTIONAL TESTING AND SHALL PROVIDE DOCUMENTATION TO THE CODE OFFICIAL CERTIFYING THAT THE INSTALLED LIGHTING CONTROLS MEET THE PROVISIONS OF FECC SECTION C405. WHERE OCCUPANT SENSORS, TIME SWITCHES, PROGRAMMABLE SCHEDULE CONTROLS, PHOTOSENSORS OR DAYLIGHTING CONTROLS ARE INSTALLED, THE FOLLOWING PROCEDURES SHALL BE PERFORMED: 1. CONFIRM THAT THE PLACEMENT, SENSITIVITY AND TIME-OUT ADJUSTMENTS FOR THE OCCUPANT SENSORS YIELD ACCEPTABLE PERFORMANCE.

EXISTING DEVICES TO REMAIN:

26. UNLESS OTHERWISE NOTED:
   a. ON DEMOLITION AND NEW WORK PLANS - DEVICES AND EQUIPMENT SHOWN IN LIGHT LINETYPE ARE EXISTING TO REMAIN.
   b. ON DEMOLITION PLANS - DEVICES AND EQUIPMENT SHOWN IN DARK LINETYPE ARE EXISTING TO BE REMOVED
   c. ON NEW WORK PLANS - DEVICES AND EQUIPMENT SHOWN IN DARK LINETYPE ARE NEW.

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NEW SMYRNA BEACH, FL. 32168

LOCATION
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	**24-019**
PROJECT MANAGER:	**-**
DRAWN BY:	**JS/SP/RS**
APPROVED BY:	**BLS/LMS**

LAST FILED:
Tue, 06 Aug 2024
1:21pm

SHEET TITLE:

ELECTRICAL - LEGEND

SHEET NUMBER: E-000

REV. △

ELECTRICAL SPECIFICATIONS

I. GENERAL REQUIREMENTS:

A. DO ALL WORK IN COMPLIANCE WITH THE LATEST ADOPTED EDITION OF THE FLORIDA BUILDING CODE (FBC-2023), NFPA 70 (NEC-2020) AND NFPA 101 (LIFE SAFETY CODE-2021), AND THE REGULATIONS OF THE LOCAL UTILITY TELEPHONE, CABLE TELEVISION AND POWER UTILITY COMPANIES. OBTAIN AND PAY FOR ANY AND ALL REQUIRED PERMITS, INSPECTIONS, CERTIFICATES OF INSPECTIONS AND APPROVAL, AND THE LIKE, AND DELIVER SUCH CERTIFICATES TO THE ENGINEER.

B. THE CONTRACTOR SHALL FURNISH, PERFORM, OR OTHERWISE PROVIDE ALL LABOR (INCLUDING, BUT NOT LIMITED TO, ALL PLANNING, PURCHASING, PAINTING, TRANSPORTING, RIGGING, HOISTING, STORING, INSTALLING, TESTING, CHASING, CHANNELING, CUTTING, TRENCHING, EXCAVATING AND BACKFILLING), COORDINATION, FIELD VERIFICATION, EQUIPMENT INSTALLATION, SUPPORT, AND SAFETY, SUPPLIES, AND MATERIALS NECESSARY FOR THE CORRECT INSTALLATION OF COMPLETE AND FUNCTIONAL ELECTRICAL SYSTEMS (AS DESCRIBED OR IMPLIED BY THESE SPECIFICATIONS AND THE APPLICABLE DRAWINGS).

C. ALL DRAWINGS AND SPECIFICATIONS ON THE PROJECT ARE COMPLEMENTARY, EACH TO ALL OTHER SETS, AND THEY SHALL BE USED IN COMBINATION FOR THE EXECUTION OF THIS WORK. DIVISION 16 WORK SHOWN ON ANY ONE SET OF DRAWINGS, INCLUDING ALL ARCHITECTURAL DRAWINGS, MECHANICAL, PLUMBING AND FIRE PROTECTION DRAWINGS FOR GENERAL WORK AND EQUIPMENT, AND DIVISION 16 WORK CALLED FOR UNDER ANY SECTION OF THE PROJECT SPECIFICATIONS, SHALL BE CONSIDERED AS INCLUDED IN THIS WORK UNLESS SPECIFICALLY EXCLUDED BY INCLUSION IN SOME OTHER BRANCH OF THE WORK. THIS SHALL INCLUDE ROUGHING-IN FOR CONNECTIONS AND EQUIPMENT AS CALLED FOR OR INFERRED. THE CONTRACTOR SHALL CHECK ALL DRAWINGS AND SPECIFICATIONS FOR THE PROJECT AND SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ALL DIVISION 16 WORK.

D. THE CONTRACTOR SHALL CAREFULLY CHECK THE DRAWINGS AND SPECIFICATIONS OF ALL OTHER TRADES AND DIVISIONS BEFORE INSTALLING ANY OF HIS WORK. HE SHALL IN ALL CASES CONSIDER THE WORK OF ALL OTHER TRADES, AND SHALL COORDINATE HIS WORK WITH THEM SO THAT THE BEST ARRANGEMENTS OF ALL EQUIPMENT, PIPING, CONDUIT, DUCTS, ROUGH-IN, ETC., CAN BE OBTAINED.

E. LOCATIONS DESIGNATED FOR OUTLETS, SWITCHES, DEVICES, EQUIPMENT, ETC., ARE APPROXIMATE AND FINAL LOCATIONS SHALL BE VERIFIED IN THE FIELD. CONTRACTOR SHALL LOCATE ALL DEVICES UP TO 5 FEET IN ANY DIRECTION AS DIRECTED BY OWNER AND PER CODE. WHERE INSTRUCTIONS OR NOTES ARE INSUFFICIENT TO CONVEY THE INTENT OF THE DESIGN, CONSULT THE OWNER PRIOR TO BIDDING AND INSTALLATION.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING THE LOCATIONS OF DEVICES TO BE USED AND COORDINATING THE FINAL LOCATIONS OF ELECTRICAL EQUIPMENT WITH MILLWORK, SINKS, BENCHES, COUNTERS AND SHELVING PRIOR TO BIDDING AND INSTALLATION. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER.

G. DIVISION 16 CONTRACTOR SHALL HAVE HAD EXPERIENCE OF AT LEAST THE SAME SIZE AND SCOPE AS THIS PROJECT, ON AT LEAST TWO OTHER PROJECTS WITHIN THE LAST FIVE YEARS IN ORDER TO BE QUALIFIED TO BID THIS PROJECT.

H. CONTRACTOR SHALL AND DOES HEREBY WARRANT ALL MATERIALS AND EQUIPMENT FURNISHED UNDER THIS SECTION OF THE SPECIFICATIONS TO BE FREE FROM DEFECTS AND TO FUNCTION OR OPERATE SATISFACTORILY FOR ONE YEAR AFTER FINAL ACCEPTANCE OF THE WORK, AND THAT ANY ITEMS NOT MEETING THIS REQUIREMENT WILL BE MADE GOOD BY HIM WITHOUT COST TO OWNER, PROVIDED SUCH DEFECTS OR FAILURES ARE NOT DUE TO ABUSE, NEGLECT, OR LACK OF REASONABLE AND ORDINARY MAINTENANCE.

I. ALL WORK SHALL BE EXECUTED IN A WORKMANSHIP MANNER DISPLAYING A NEAT MECHANICAL APPEARANCE UPON COMPLETION.

J. BALANCE TOTAL PHASE LOADS IN EACH ELECTRICAL PANEL TO A VALUE WITHIN 10% OF EACH OTHER.

K. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION, WHEREVER WORK IS TO BE PERFORMED IN FINISHED/OCCUPIED SPACES, TO PREVENT DAMAGE TO ADJACENT AREAS, EQUIPMENT, OR FURNISHINGS; TO PREVENT ACCIDENTAL INJURY TO BUILDING OCCUPANTS AND THE PUBLIC; TO PREVENT THE SPREADING OF DUST, DIRT, DEBRIS, AND MOISTURE FROM THE AREA WHERE WORK IS BEING PERFORMED; AND TO PREVENT DUST, DIRT, DEBRIS, AND MOISTURE FROM GETTING ON OR IN THE BUILDING OCCUPANT'S FURNISHINGS OR EQUIPMENT.

L. THE CONTRACTOR SHALL REPAIR, AT NO COST TO THE OWNER, ANY DAMAGE DONE BY HIMSELF OR HIS EMPLOYEES. HE SHALL ALSO BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED TO PROPERLY INSTALL HIS WORK. THIS SHALL ALSO INCLUDE THE PATCHING OF EXISTING ROADWAYS (PAVED OR IMPROVED), PARKING AREAS, SIDEWALKS, WALLS, STAIRS, MECHANICAL WORK, CURBS, GUTTERS, ETC., CUT TO INSTALL WORK PROVIDED BY THE CONTRACTOR. PATCH WORK SHALL COMPLY WITH THE APPLICABLE SECTIONS OF THESE SPECIFICATIONS AND SHALL MATCH THE EXISTING FINISHES.

M. UPON COMPLETION OF WORK, THE ENTIRE WIRING SYSTEM SHALL BE TESTED, AND SHALL BE SHOWN TO BE IN PROPER WORKING CONDITION IN ACCORDANCE WITH INTENT OF SPECIFICATIONS AND DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE TO OPERATE SAME IN ACCORDANCE WITH AND UNDER THE SUPERVISION OF THE INSPECTION REPRESENTATIVE OF THE ENGINEER. THE CONTRACTOR SHALL BE AVAILABLE TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC., TO PERMIT INSPECTION AS REQUIRED.

N. IN ACCORDANCE WITH DIVISION 1 AND THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL PROVIDE AND KEEP UP TO DATE A COMPLETE RECORD SET OF CONSTRUCTION "AS-BUILTS" BLUELINE PRINTS WHICH SHALL BE CORRECTED DAILY, AND SHALL SHOW EVERY CHANGE FROM THE ORIGINAL CONTRACT DRAWINGS, INCLUDING ADDENDA AND CHANGE ORDERS IN ACCORDANCE WITH GENERAL REQUIREMENTS AND SPECIAL CONDITIONS. THIS SET OF PRINTS SHALL BE KEPT ON THE JOB SITE, AND SHALL BE USED ONLY AS A RECORD SET. THIS SHALL NOT BE CONSTRUED AS AUTHORIZATION FOR THE CONTRACTORS TO MAKE CHANGES IN THE LAYOUT WITHOUT DEFINITE INSTRUCTION IN EACH CASE.

II. ELECTRICAL SCOPE:

A. FURNISHING AND INSTALLATION OF POWER SYSTEMS, AND AUXILIARY SYSTEMS AS SHOWN OR HEREIN SPECIFIED.

B. CONNECTION OF ALL EQUIPMENT REQUIRING ELECTRICAL CONNECTION, MENTIONED IN THIS DIVISION OR SHOWN ON DRAWINGS, WHETHER FURNISHED BY DIVISION 16 OR UNDER OTHER DIVISIONS, OR FURNISHED BY OWNER.

C. FURNISHING AND INSTALLATION OF OUTLET BOXES, CONDUIT RACEWAYS, FOR A TELEPHONE AND DATA RACEWAY DISTRIBUTION SYSTEM. (TELEPHONE AND DATA HARDWARE, AS WELL AS WIRING AND SOFTWARE IS NOT INCLUDED.)

D. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONTACTING THE OFFICES OF ALL LOCAL AND/OR STATE AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT IN ORDER TO SCHEDULE ALL REQUIRED INSPECTIONS AND OBTAIN ALL NECESSARY PERMITS, ETC. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER OF ALL SCHEDULED INSPECTIONS AT LEAST TWO WEEKS IN ADVANCE OF THE SCHEDULED DATE.

E. THE CONTRACTOR SHALL REPLACE ANY DEFECTIVE MATERIALS, EQUIPMENT, OR WORKMANSHIP WITHOUT COST TO THE OWNER WITHIN THE STIPULATED GUARANTEED PERIOD.

F. IT SHALL BE THE RESPONSIBILITY OF THE DIVISION 16 CONTRACTOR TO HAVE ALL SYSTEMS READY FOR OPERATION AND TO HAVE AN ELECTRICIAN AVAILABLE FOR ALL INSPECTIONS. THE CONTRACTOR SHALL PROVIDE PERSONNEL TO ASSIST IN REMOVAL OF PANEL FRONTS, ETC. TO PERMIT INSPECTION AS REQUIRED.

G. SUBMIT TO THE ARCHITECT/ENGINEER PROMPTLY AFTER AWARD OF CONTRACT AND PRIOR TO PURCHASING, SIX COPIES OF MANUFACTURER'S SHOP DRAWINGS IN ACCORDANCE WITH DIVISION 1, SECTION 01300 - SUBMITTALS FOR THE FOLLOWING ITEMS. ALL SHOP DRAWINGS OF A SPECIFIC ITEM OR SYSTEM SHALL BE MADE IN ONE SUBMITTAL AND WITHIN TEN DAYS AFTER AWARD OF CONTRACT.

1. PANELBOARDS
2. SUPPORTS
3. WIRING DEVICES
4. DISCONNECT SWITCHES
5. CONDUIT
6. WIRE

H. COMPLETED WIRING SYSTEMS SHALL BE FREE FROM SHORT CIRCUITS AND AFTER COMPLETION, PERFORM TESTS FOR INSULATION RESISTANCE IN ACCORDANCE WITH THE REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE. ALL WIRING SYSTEMS SHALL BE COMPLETELY AND TOTALLY "SAFED" DURING CONSTRUCTION. ONLY QUALIFIED PERSONNEL SHALL HANDLE ELECTRICAL SYSTEMS.

I. BEFORE ROUGH-IN OF CIRCUITRY OR CONNECTING TO EQUIPMENT, FURNISHED UNDER THIS DIVISION, ANY OTHER DIVISION, OR BY THE OWNER, THE CONTRACTOR SHALL VERIFY THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THE EQUIPMENT BEING FURNISHED AND FOR THAT SPECIFIED AND SHOWN ON THE DRAWINGS AND PROVIDE FOR PROPER ROUGH-IN AND CONNECTION.

J. THE ELECTRICAL CIRCUITS, COMPONENTS, AND CONTROLS FOR ALL EQUIPMENT ARE SELECTED AND SIZED, BASED ON THE EQUIPMENT SPECIFIED. IF SUBSTITUTIONS AND/OR EQUIVALENT EQUIPMENT ARE FURNISHED, IT SHALL BE THE RESPONSIBILITY OF ALL PARTIES CONCERNED, INVOLVED IN, AND FURNISHING THE SUBSTITUTE AND/OR EQUIVALENT EQUIPMENT TO VERIFY AND COMPARE THE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF THAT FURNISHED TO THAT SPECIFIED AND/OR SHOWN. IF GREATER CAPACITY OR MORE MATERIALS OR LABOR IS REQUIRED FOR THE ROUGH-IN, CIRCUITRY OR CONNECTIONS THAN FOR THE ITEM SPECIFIED AND PROVIDED FOR, THEN IT SHALL BE THE RESPONSIBILITY OF THE PARTIES INVOLVED IN PROVIDING THE SUBSTITUTE AND/OR EQUIVALENT ITEMS OF EQUIPMENT TO PROVIDE ALL COMPENSATION FOR ADDITIONAL CHARGES MADE FOR THE PROPER ROUGH-IN, CIRCUITRY AND CONNECTIONS FOR THE EQUIPMENT FURNISHED. NO ADDITIONAL CHARGES ABOVE THE BASE BID SHALL BE ALLOWED FOR SUCH REVISIONS.

K. EXCAVATION FOR UNDERGROUND ELECTRICAL STRUCTURES: CONFORM TO ELEVATIONS AND DIMENSIONS SHOWN WITHIN A TOLERANCE OF PLUS OR MINUS 0.10'; PLUS A SUFFICIENT DISTANCE TO PERMIT PLACING AND REMOVAL OF CONCRETE FORMWORK, INSTALLATION OF SERVICES, OTHER CONSTRUCTION, AND FOR INSPECTION.

L. TRENCHING: EXCAVATE TRENCHES FOR ELECTRICAL INSTALLATIONS AS FOLLOWS:

1. EXCAVATE TRENCHES TO THE UNIFORM WIDTH, SUFFICIENTLY WIDE TO PROVIDE AMPLE WORKING ROOM AND A MINIMUM OF 6" TO 9" CLEARANCE ON BOTH SIDES OF RACEWAYS AND EQUIPMENT.
2. EXCAVATE TRENCHES TO DEPTH INDICATED OR REQUIRED.
3. LIMIT THE LENGTH OF OPEN TRENCH TO THAT IN WHICH INSTALLATIONS CAN BE MADE AND THE TRENCH BACKFILLED WITHIN THE SAME DAY.
4. WHERE ROCK IS ENCOUNTERED, CARRY EXCAVATION BELOW REQUIRED ELEVATION AND BACKFILL WITH A LAYER OF CRUSHED STONE OR GRAVEL PRIOR TO INSTALLATION OF RACEWAYS AND EQUIPMENT. PROVIDE A MINIMUM OF 6" OF STONE OR GRAVEL CUSHION BETWEEN ROCK BEARING SURFACE AND ELECTRICAL INSTALLATIONS.

M. THE CONTRACTOR SHALL PROVIDE ALL INSERTS FOR THE SUPPORT OF DIVISION 16 EQUIPMENT TO BE PLACED IN CONCRETE OR THROUGH CONCRETE SLABS AS CONSTRUCTION PROGRESSES. HE SHALL PROVIDE ALL MISCELLANEOUS HANGING AND SUPPORTING HARDWARE. ALL ELECTRICAL WORK IS TO BE CONCEALED IN OR BUILT INTO GENERAL CONSTRUCTION SHALL BE PLACED AS CONSTRUCTION PROGRESSES. FAILURE OF THE CONTRACTOR TO COORDINATE WORK WITH OTHER TRADES AND THE PROJECT CONSTRUCTION PROGRESS SHALL MAKE HIM RESPONSIBLE FOR ALL COST OF CUTTING AND PATCHING, AS REQUIRED TO INSTALL WORK. NO STRUCTURAL MEMBER, MASONRY CONSTRUCTION OR FINISHED WORK SHALL BE CUT OR ALTERED WITHOUT PRIOR WRITTEN APPROVAL BY THE ARCHITECT/ENGINEER. CONTRACTOR SHALL FIRE RATE ALL PENETRATIONS THROUGH ALL FIRE RATED SLABS OR WALLS PER THE INTENDED RATING.

N. THE CONTRACTOR SHALL SUPPLY AND SET INTO PLACE ALL WALL SLEEVES FOR CONDUITS AND CEILING INSERTS FOR HANGERS IN AREAS OF NEW CONSTRUCTION AS BUILDING CONSTRUCTION PROGRESSES. INSTALL EQUIPMENT NOTED TO BE CONCEALED IN WALLS BEFORE WALLS ARE CONSTRUCTED IN ORDER THAT WALLS MAY BE CONSTRUCTED AROUND CONDUITS, ENCLOSURES, ETC.

O. METALLIC MATERIALS SHALL BE PROTECTED AGAINST CORROSION. EQUIPMENT ENCLOSURES SHALL BE GIVEN RUST-INHIBITING TREATMENT AND STANDARD FINISH BY MANUFACTURER. ALUMINUM SHALL NOT BE USED ON CONTACT WITH EARTH, AND, WHERE CONNECTED TO DISSIMILAR METAL, SHALL BE PROTECTED BY SUITABLE FITTINGS AND TREATMENT. ALL FERROUS METALS SUCH AS ANCHORS, BOLTS, BRACES, BOXES, BODIES, CLAMPS, FITTINGS, GUARDS, NUTS, PINS, RODS, SHIMS, THIMBLES, WASHERS, AND MISCELLANEOUS PARTS, NOT OF STAINLESS STEEL OR NONFERROUS MATERIALS, SHALL BE HOT-DIPPED GALVANIZED.

P. ALL CONDUITS STUBBED OUT FOR FUTURE USE SHALL HAVE A PULL WIRE INSTALLED, A PLASTIC CAP INSTALLED AND BE IDENTIFIED AS TO THE CONDUIT ORIGIN.

Q. THE RESPONSIBILITY FOR ANY CUTTING OF CONSTRUCTION WHICH IS REQUIRED FOR THE INSTALLATION OF DIVISION 16 WORK, SHALL BE BY THE CONTRACTOR. THE CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES AND THE OWNER BEFORE ANY CUTTING AND OBTAIN APPROVAL FROM THE ARCHITECT/ENGINEER PRIOR TO ANY CUTTING. ALL PATCHING AND FINISHING SHALL BE BY THE CONTRACTOR.

R. WHERE OPENINGS OR HOLES ARE CUT IN CONSTRUCTION AND THE CUTTING BREAKS ELECTRICAL CIRCUITRY OR CONTROL CIRCUITRY CONDUIT AND WIRING, THEN IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REROUTE THE CIRCUITRY CONDUIT AND REWIRING AND TO COMPLETE THE CIRCUITRY AS REQUIRED AND AS APPROVED BY THE ARCHITECT/ENGINEER. TEMPORARY COMPLETION SHALL BE PROVIDED WHERE NECESSARY BEFORE THE PERMANENT REROUTING AND COMPLETION WORK IS FINISHED.

S. ANY PENETRATIONS OF FIRE OR SMOKE RATED ASSEMBLIES MADE BY THIS CONTRACTOR IN VERTICAL OR HORIZONTAL CONSTRUCTION SHALL BE SEALED AND PROTECTED BY THIS CONTRACTOR IN ORDER TO MAINTAIN THE ESTABLISHED FIRE RATING WITH METHODS AS APPROVED BY THE AUTHORITY HAVING JURISDICTION.

III. IDENTIFICATION:

A. IDENTIFICATION NAMEPLATES SHALL BE LAMINATED PLASTIC, SECURED TO EQUIPMENT WITH TWO SCREWS.

B. EACH PANELBOARD AND SWITCHBOARD SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS, SECURELY FASTENED TO THE DEVICE.

C. EACH INDIVIDUALLY MOUNTED CIRCUIT BREAKER, SWITCH, TRANSFER SWITCH, MOTOR STARTER, LIGHTING CONTACTOR, TRANSFORMER AND/OR ANY OTHER CONTROL OR PROTECTIVE DEVICE INCLUDING EQUIPMENT DISCONNECT SWITCHES SHALL BE EQUIPPED WITH A PERMANENT PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS.

D. PANELBOARDS SHALL HAVE TYPEWRITTEN DIRECTORIES. ALL CIRCUITS TO BE IDENTIFIED BY DEVICES SERVED AND ROOM NUMBERS (I.E., LIGHTING ROOM 216). HANDWRITTEN DIRECTORIES WILL NOT BE ALLOWED.

E. EACH JUNCTION BOX CABINET OR WIREWAY LARGER THAN 6" X 6" SHALL BE EQUIPPED WITH A PLASTIC NAMEPLATE WITH 1/2" MINIMUM LETTERS INDICATING THE SYSTEM ENCLOSED.

F. ALL SYSTEMS JUNCTION BOXES AND CONDUIT SHALL BE COLOR CODED INSIDE AND OUTSIDE OF THE BOX PRIOR TO THE INSTALLATION OF CONDUCTORS PER THE FOLLOWING:

1. CCTV SYSTEM: GREEN
2. TELEPHONE DATA SYSTEM: BLUE
3. FIRE ALARM SYSTEM: RED

G. ENTIRE BOX INSIDE AND OUT, INCLUDING COVER, SHALL BE PAINTED PRIOR TO INSTALLING CONDUCTORS.

IV. WIRING DEVICES:

A. SWITCHES AND RECEPTACLES IN LOBBIES, CORRIDORS OR COMMERCIAL SPACES, UNFINISHED AND MECHANICAL SPACES SHALL BE 20 AMP COMMERCIAL GRADE 125 VAC. GRAY IN COLOR WITH STAINLESS STEEL COVERPLATES.

B. WEATHERPROOF RECEPTACLES SHALL BE GFCI TYPES WITH GASKETED STAINLESS STEEL KEY LOCKABLE FLIP COVER TYPE COVERPLATES. SURGE SUPPRESSION TYPE OUTLETS IN MDFS AND IDFS SHALL BE HUBBELL #83625 (BLUE) OR EQUAL.

C. RECEPTACLES PROVIDED FOR ATTACHMENT OF CORD AND PLUG EQUIPMENT SHALL BE HEAVY DUTY, SPECIFICATION GRADE, NON-INTERCHANGEABLE, FLUSH MOUNTED TYPES OF THE PROPER NEMA CONFIGURATION TO SERVE THE EQUIPMENT. NEMA CONFIGURATIONS SHALL BE VERIFIED PRIOR TO INSTALLATION OF CIRCUIT CONDUCTORS. CONTRACTOR TO PROVIDE ALL CONNECTION, WIRING, PIGTAILS FOR DISHWASHERS, COOKING RANGES, OVENS AND GARBAGE DISPOSALS.

D. ALL DEVICES SHALL HAVE PROPER PLATES, CARPET FLANGES, TRIMS, RINGS, ESCUTCHEONS, ETC., AS MANUFACTURED BY SAME MANUFACTURER AS DEVICES. ANY TELEPHONE OR OTHER OUTLET WHICH IS NOT EQUIPPED WITH A PLATE FURNISHED BY OTHERS SHALL HAVE ONE PROVIDED BY THIS CONTRACTOR. DEVICE PLATES SHALL BE COLOR AND TYPE AS SHOWN BELOW.

1. FINISHED SPACES DECORA LINE:
   a. IVORY DEVICES
   b. IVORY NYLON PLATES
2. UNFINISHED OR INDUSTRIAL OR COMMERCIAL TYPE SPACES:
   a. GRAY DEVICES
   b. STAINLESS STEEL OR STAMPED GALVANIZED STEEL ON SURFACE MOUNTED BOXES
   c. STAINLESS STEEL PLATES ON FLUSH MOUNTED BOXES

E. MOUNTING HEIGHTS ARE APPROXIMATE. THE EXACT LOCATIONS AND MOUNTING HEIGHTS SHALL BE DETERMINED ON THE JOB AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH ALL TRADES TO INSURE CORRECT INSTALLATION, I.E., OVER COUNTERS IN OR ABOVE BACK-SPLASHES, IN BLOCK WALLS, TILE, AND OTHER SPECIFIC CONSTRUCTION FEATURES. LOCATION OF OUTLETS MOUNTED IN BUILT-INS, MILLWORK, AND CABINETRY SHALL BE VERIFIED. OUTLETS MOUNTED IN KICK OR TOE SPACES SHALL BE MOUNTED HORIZONTALLY. OUTLET BOXES SHALL BE MOUNTED TO PREVENT DEVICE PLATE FROM OVERLAPPING BACKSPLASH, TRIM, TILE, ETC. LOCATE SO DEVICE PLATE WILL LAY FLAT AGAINST SURFACE COMPLETELY AROUND THE PERIMETER OF PLATE.

F. OUTLETS, OTHER THAN THOSE COORDINATED WITH COUNTER TOPS, SHELVES, AND CABINETS, SHALL BE LOCATED WITH THE CENTER LINE OF OUTLET BOXES THE FOLLOWING DISTANCE ABOVE THE FINISHED FLOOR, UNLESS OTHERWISE INDICATED:

1. RECEPTACLES, GENERAL: 1'-6" AFF
2. TELEPHONE OUTLETS: 1'-6" AFF
3. SWITCHES, GENERAL: 4'-0" AFF

V. RACEWAYS

A. SHALL BE GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. E.M.T. SHALL BE ELECTRO-GALVANIZED. CONDUITS SHALL BE AS MANUFACTURED BY REPUBLIC, PITTSBURGH STANDARD, WHEATLAND, TRIANGLE, ALLIED, OR YOUNGSTOWN.

B. SHALL BE STANDARD THREADED TYPE, GALVANIZED OUTSIDE AND INSIDE BY HOT DIPPING. THREADLESS AND CLAMP TYPE NOT ACCEPTABLE. SHALL BE AS MANUFACTURED BY RACO, EFCOR, OR APPLETON.

C. SHALL BE STEEL THREADED COMPRESSION TYPE. ALL COUPLINGS AND CONNECTORS SHALL BE EFCOR OR RACO. PRESSURE INDENTED TYPE CONNECTORS OR CAST METAL WILL NOT BE APPROVED FOR ANY LOCATION.

D. CONNECTORS SHALL HAVE PLASTIC INSULATED THROAT INSERTS.

E. THE USE OF METAL CLAD CABLE IS ACCEPTABLE IN LOCATIONS AS ACCEPTED BY THE NEC AND ALL LOCAL JURISDICTIONAL CODES.

F. STEEL METAL CLAD CABLE, TYPE MC, EMPLOYING CIRCUIT CONDUCTORS #12 SOLID TO #2 AWG, SOLID OR STRANDED COPPER WITH THHN INSULATION, AN INSULATED GREEN GROUNDING CONDUCTOR AND GALVANIZED STEEL INTERLOCKED ARMOR CLADDING. THE CABLES SHALL BE SUITABLE FOR USE IN DRY LOCATIONS AT TEMPERATURES NOT EXCEEDING 90°C ON AD CIRCUITS UP TO 600 VOLTS IN ACCORDANCE WITH N.E.C., ARTICLE 334. THE CABLE SHALL BE ONE AND TWO HOUR FIRE RATED PER ANSI/UL 1479 FOR USE IN WALL, CEILING AND FLOOR ASSEMBLIES.

G. FLEXIBLE METALLIC CONDUIT RACEWAYS MAY BE USED TO CONNECT HVAC UNITS LOCATED IN INTERIOR MECHANICAL AREAS. MINIMUM SIZE 3/4".

H. CONDUIT SHALL BE SIZED IN ACCORDANCE WITH THE LATEST NATIONAL ELECTRICAL CODE EXCEPT THAT NO CONDUIT SHALL BE SMALLER THAN 3/4" UNLESS OTHERWISE NOTED. CONDUIT SHALL BE SIZED LARGER THAN REQUIRED ABOVE WHEN SO SHOWN ON THE DRAWINGS OR WHEN REQUIRED BY LOCAL CODE.

I. ANY CONDUIT STUBBED OUT FOR FUTURE SHALL BE CAPPED WITH A PLASTIC CAP AND MARKED WITH A 2" MINIMUM RED METAL TAG WHICH IDENTIFIES CONDUIT ORIGIN. CONDUITS STUBBED UP ABOVE GRADE OR ROOF SHALL BE TAGGED ON THE CONDUIT. CONDUIT STUBBED OUT BELOW GRADE SHALL BE TAGGED ON NEAREST BUILDING WALL, CURB, ETC., DIRECTLY OVER THE CONDUIT RUN. ALL EMPTY CONDUITS SHALL HAVE PULL WIRES.

VI. SCHEDULE 40 RIGID PVC:

A. CONDUIT SHALL BE COMPOSED OF POLYVINYLCHLORIDE AND SHALL BE UL RATED TYPE 40 FOR USE WITH 90EC RATED CONDUCTORS. CONDUIT SHALL CONFORM TO NEMA STANDARDS AND APPLICABLE SECTIONS OF NEC.

B. INSTALLATION OF RIGID NON-METALLIC CONDUIT SHALL COMPLY WITH ARTICLE 347 OF THE NATIONAL ELECTRICAL CODE (NFPA 70) AND THESE SPECIFICATIONS.

C. PROVIDE A CONTINUOUS, INSULATED, GROUNDING CONDUCTOR IN EVERY RIGID, NON-METALLIC RACEWAY EVEN IF NOT SHOWN ON THE DRAWINGS. THE GROUNDING CONDUCTOR SHALL BE CONNECTED TO GROUND AT EACH END OF THE RACEWAY IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE (NFPA 70).

D. WHERE RIGID NON-METALLIC CONDUIT TRANSITIONS TO METALLIC CONDUIT, THE LOCATION OF THE TRANSITION SHALL BE UNDERGROUND.

E. NO PVC CONDUIT SHALL BE RUN EXPOSED, OR ABOVE GRADE.

VII. WIRE AND CABLE 600 VOLT:

A. CONDUCTORS SHALL HAVE CURRENT CARRYING CAPACITIES AS PER NEC AND WITH 600 VOLT INSULATION, #12 AVERAGE MINIMUM FOR 20 AMP CIRCUITS AND #14 FOR 15 AMP CIRCUITS EXCEPT FOR CONTROLS, AND FIXTURE WIRE. CONDUCTORS SHALL BE COPPER.

B. #12 AND #10 SHALL BE SOLID, TYPE THWITHWN INSULATION.

C. #8 AND LARGER, AND ANY SIZE TO MOTORS SHALL BE STRANDED TYPE THW.

D. SHALL BE MADE WITH T & B STA-KON WIRE JOINTS, PT SERIES, COMPLETE WITH INSULATING CAPS AND INSTALLED WITH WT161 TOOL OR WT2000 TOOL, IDEAL SUPER-NUTS (NOT WIRE NUTS), IDEAL WING NUTS, OR BUCHANAN ELEC. PRODUCTS B CAP OR SERIES 2000 PRESSURE CONNECTORS COMPLETE WITH NYLON SNAP-ON INSULATORS AND INSTALLED WITH C24 PRESSURE TOOL.

E. ALL JOINTS AND SPLICES IN WIRE SHALL BE MADE WITH APPROVED SOLDERLESS CONNECTORS, AND COVERED SO THAT INSULATION IS OWNER APPROVED EQUAL TO CONDUCTOR INSULATION. SPLICES SHALL NOT BE PERMITTED IN CONTROL, SECURITY, FIRE ALARM, TELEVISION OR COMMUNICATIONS SYSTEMS, OR WHERE OTHERWISE NOTED. SPLICING OF WIRE OR CABLES WILL NOT BE ALLOWED BELOW GRADE, INCLUDING IN BOXES BELOW GRADE.

F. BOTH CONDUCTORS AND CONDUITS SHALL BE CONTINUOUS FROM OUTLET TO OUTLET.

G. IN INSTALLING THE MAIN ELECTRICAL SERVICE, ADDITIONAL SLACK CONDUCTORS SHALL BE PROVIDED AND TERMINATED AS REQUIRED BY ELECTRIC UTILITY FOR CONNECTION TO THEIR EQUIPMENT. FIELD COORDINATE WITH UTILITY PRIOR TO INSTALLING CONDUCTORS.

H. IN INSTALLING PARALLEL CONDUCTORS IT IS MANDATORY THAT ALL CONDUCTORS MAKING UP THE FEEDER BE EXACTLY THE SAME LENGTH, THE SAME SIZE AND THE SAME TYPE OF CONDUCTOR WITH THE SAME INSULATION. FURTHER, EACH GROUP OF CONDUCTORS MAKING UP A PHASE OR NEUTRAL MUST BE BONDED AT BOTH ENDS IN AN APPROVED MANNER.

I. CONDUCTOR SIZES INDICATED ON CIRCUIT HOMERUNS OR IN PANELBOARD SCHEDULES SHALL BE INSTALLED OVER THE ENTIRE LENGTH OF THE CIRCUIT UNLESS NOTED OTHERWISE ON THE DRAWINGS.

J. CONDUCTORS SHALL BE CONTINUOUS AND UNSPLICED WHERE INSTALLED IN CONDUIT. SPLICES SHALL OCCUR ONLY WITHIN WIRING TROUGHS, WIREWAYS, JUNCTION BOXES, OUTLET BOXES, OR EQUIPMENT ENCLOSURES WHERE SUFFICIENT ADDITIONAL ROOM IS PROVIDED FOR ALL SPLICES.

K. EACH BRANCH CIRCUIT AND FEEDER CONDUCTOR SHALL BE COLOR CODED. FOR CONDUCTOR SIZES THRU NO. 6 AWG, THE INSULATION SHALL BE OF THE COLOR AS INDICATED BELOW. COLOR CODE SHALL BE STRICTLY ADHERED TO. FOR CONDUCTOR SIZES NO. 4 AWG AND LARGER, COLOR CODED PHASE TAPE MAY BE APPLIED COMPLETELY AROUND THE CONDUCTOR INSULATION WITHIN 8" OF EACH END OF THE CONDUCTOR AND IN EACH PULL OR JUNCTION BOX OR WHENEVER CONDUCTORS ARE PHYSICALLY EXPOSED TO VIEW. GROUNDING CONDUCTORS AND GROUNDED CONDUCTORS SHALL HAVE INSULATION COLOR AS INDICATED FOR SIZES THROUGH #6 AWG.
120/208 V, 3PHASE,4W

PHASE A,	COLOR: BLACK
PHASE B,	COLOR: RED
PHASE C,	COLOR: BLUE
NEUTRAL,	COLOR: WHITE
GROUND,	COLOR: GREEN

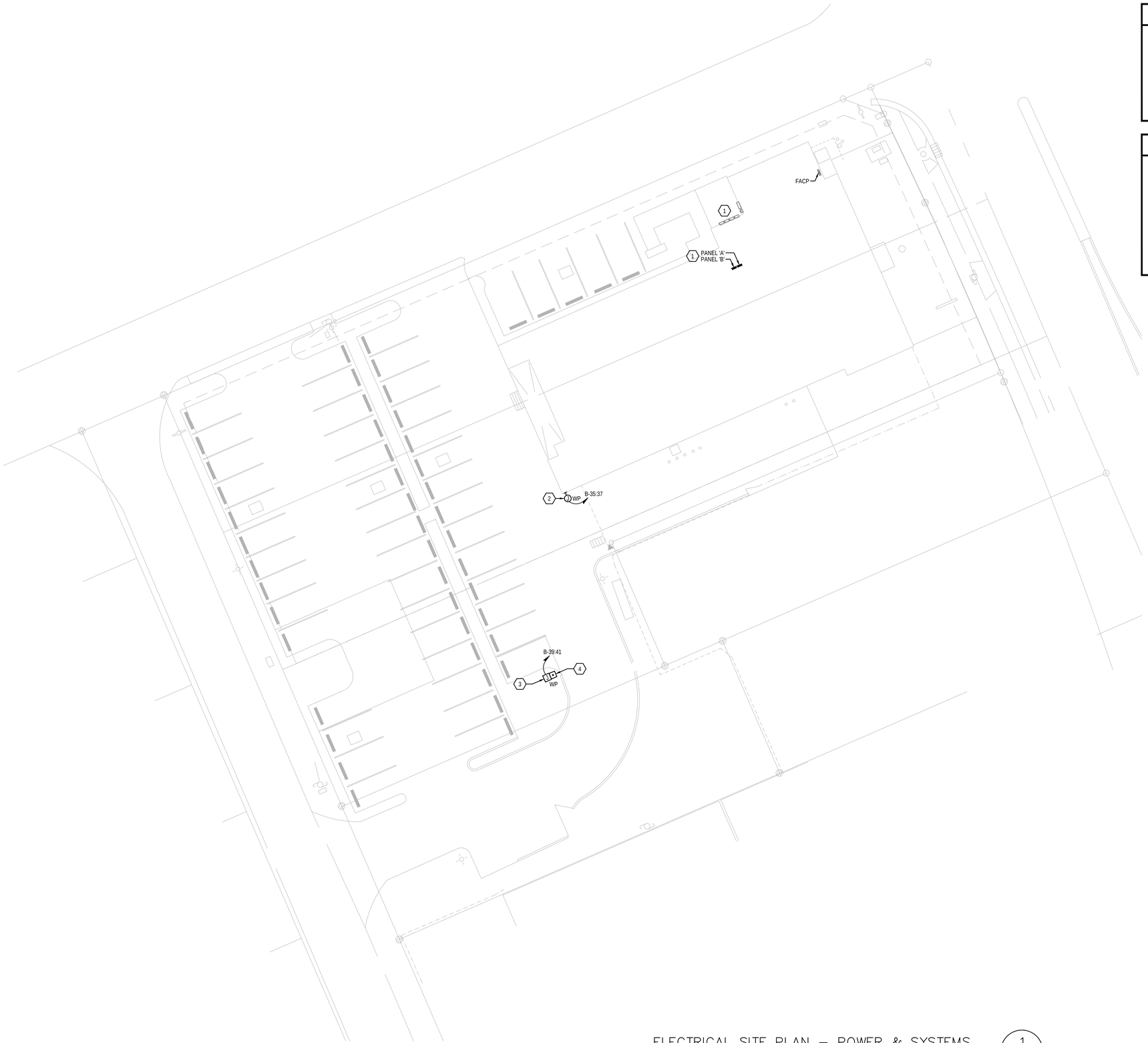
VIII. GROUNDING:

A. THIS SECTION DEALS WITH THE GROUNDING OF SERVICE EQUIPMENT, TRANSFORMERS, NON-CURRENT CARRYING CONDUCTIVE SURFACES OF EQUIPMENT, METAL BUILDING, STRUCTURES AND OTHER EQUIPMENT.

B. ALL GROUNDING CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AND ALL LOCAL CODES AND REQUIREMENTS. SUCH CODES SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND THE INSTALLATION OF THE GROUNDING SYSTEM SHALL INSURE FREEDOM FROM DANGEROUS SHOCK EXPOSURE AND SHALL PROVIDE A LOW IMPEDANCE GROUND FAULT PATH TO PERMIT OPERATION OF OVERCURRENT AND GROUND FAULT PROTECTIVE DEVICES.

C. ALL SERVICE AND EQUIPMENT GROUNDING CONDUCTORS, AND BONDING JUMPERS SHALL BE INSULATED COPPER, TYPE THHN, THWN, OR THW CONDUCTORS (UNLESS NOTED OTHERWISE) AND SHALL BE SIZED IN ACCORDANCE WITH THE APPLICABLE PORTIONS OF ARTICLES 250 AND 517 OF THE NATIONAL ELECTRICAL CODE. GROUNDING CONDUCTORS #6 AWG AND SMALLER SHALL HAVE A GREEN COLOR INSULATION. ALL GROUNDING CONDUCTORS #4 AWG AND LARGER SHALL BE ADEQUATELY IDENTIFIED WITH A GREEN TRACER AND/OR GREEN COLORED TAPE AT EACH END OF THE GROUNDING CONDUCTOR AND AT EACH PULLBOX OR OTHER ACCESSIBLE LOCATION.

D. THE MAIN SERV



ELECTRICAL SITE PLAN – POWER & SYSTEMS 1
SCALE: 1/16" = 1'-0" E-002

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. REFER TO RISER DIAGRAM FOR FEEDER WIRE AND CONDUIT SIZE. ALL CIRCUITS NOT SIZED ON DRAWING SHALL BE INSTALLED TO MEET MINIMUM SIZE REQUIRED BY NEC. ALL CONDUCTORS SHALL HAVE AN EQUIPMENT GROUND WIRE SIZED PER NEC.

D. FIELD VERIFY EXACT LOCATION AND MOUNTING HEIGHT OF ALL DEVICES AND EQUIPMENT PRIOR TO ROUGH-IN.

KEY NOTES: (#)

1. REFER TO RESPECTIVE FLOOR PLANS, POWER RISER DIAGRAMS AND PANEL SCHEDULES FOR ADDITIONAL SERVICE INFORMATION.

2. PROVIDE 250V, 20A WEATHERPROOF JUNCTION BOX FOR CONNECTION OF IRRIGATION SYSTEMS. LOCATION SHOWN FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS WITH INSTALLER PRIOR ROUGH-IN.

3. PROVIDE 250V, 20A WEATHERPROOF JUNCTION BOX FOR CONNECTION OF PROPANE DISPENSING SYSTEM. LOCATION SHOWN IF FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS WITH INSTALLER PRIOR ROUGH-IN.

4. PROVIDE EMERGENCY ELECTRICAL DISCONNECT FOR PROPANE DISPENSING SYSTEM. COORDINATE INSTALLATION REQUIREMENTS WITH INSTALLER PRIOR ROUGH-IN. COMPLY WITH NEC 514.11.

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This item has been digitally signed and sealed by Blake L. Suddeth, PE on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

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AHJ: CITY OF NEW SMYRNA BEACH

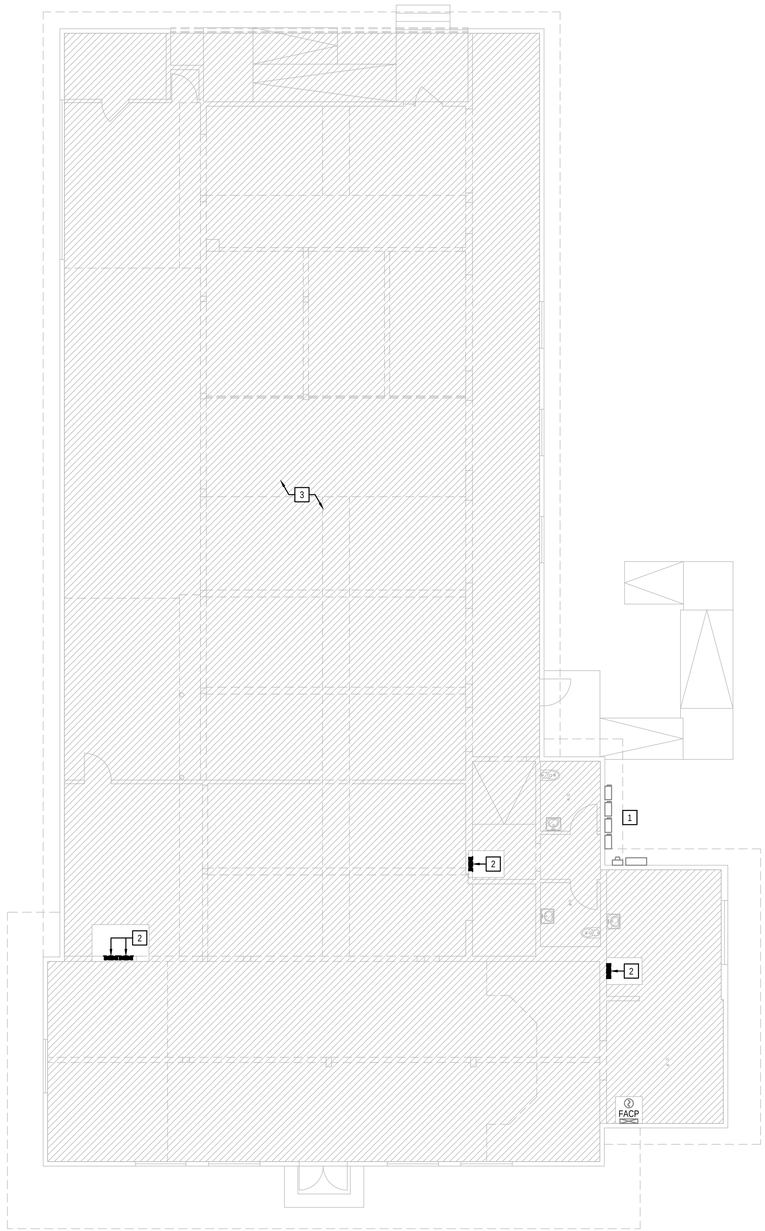
DATE **ISSUED FOR**
08/02/2024 PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:21pm

SHEET TITLE:
ELECTRICAL
SITE PLAN

SHEET NUMBER: E-002 **REV.** △



ELECTRICAL FLOOR PLAN – DEMOLITION
SCALE: 1/8" = 1'-0"

1
E-101

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES.

C. REFER TO GENERAL DEMOLITION NOTES ON LEGEND SHEET FOR FURTHER INFORMATION.

D. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID TO VERIFY ALL ELECTRICAL EQUIPMENT LOCATIONS, QUANTITIES AND SIZES. ANY DISCREPANCY FOUND IN THE FIELD THAT DEVIATES FROM THOSE DEPICTED IN THIS PLAN SHALL BE RECORDED AND BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING FOR DIRECTION. CHANGE ORDERS BASED ON THE LACK OF VERIFYING ACTUAL AS-BUILT EXISTING CONDITIONS AFTER THE BID WILL NOT BE ACCEPTED.

DEMOLITION KEY NOTES:

1. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY METER AND SERVICE DISCONNECT PRIOR COMMENCING OF WORK.

2. EXISTING ELECTRIC PANEL TO BE DEMOLISHED. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF EXISTING PANELS.

3. ALL EXISTING ELECTRICAL DEVICES AND FIXTURES WITHIN THE SHADED AREA SHALL BE ENTIRELY DEMOLISHED UNLESS OTHERWISE NOTED OR INDICATED BY OWNER/ARCHITECT. CONTRACTOR SHALL DISCONNECT AND DEMOLISH ALL EXISTING CIRCUITING AND CONDUITS BACK TO SOURCE. REFER TO GENERAL DEMOLITION NOTES FOR FURTHER INFORMATION.

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AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

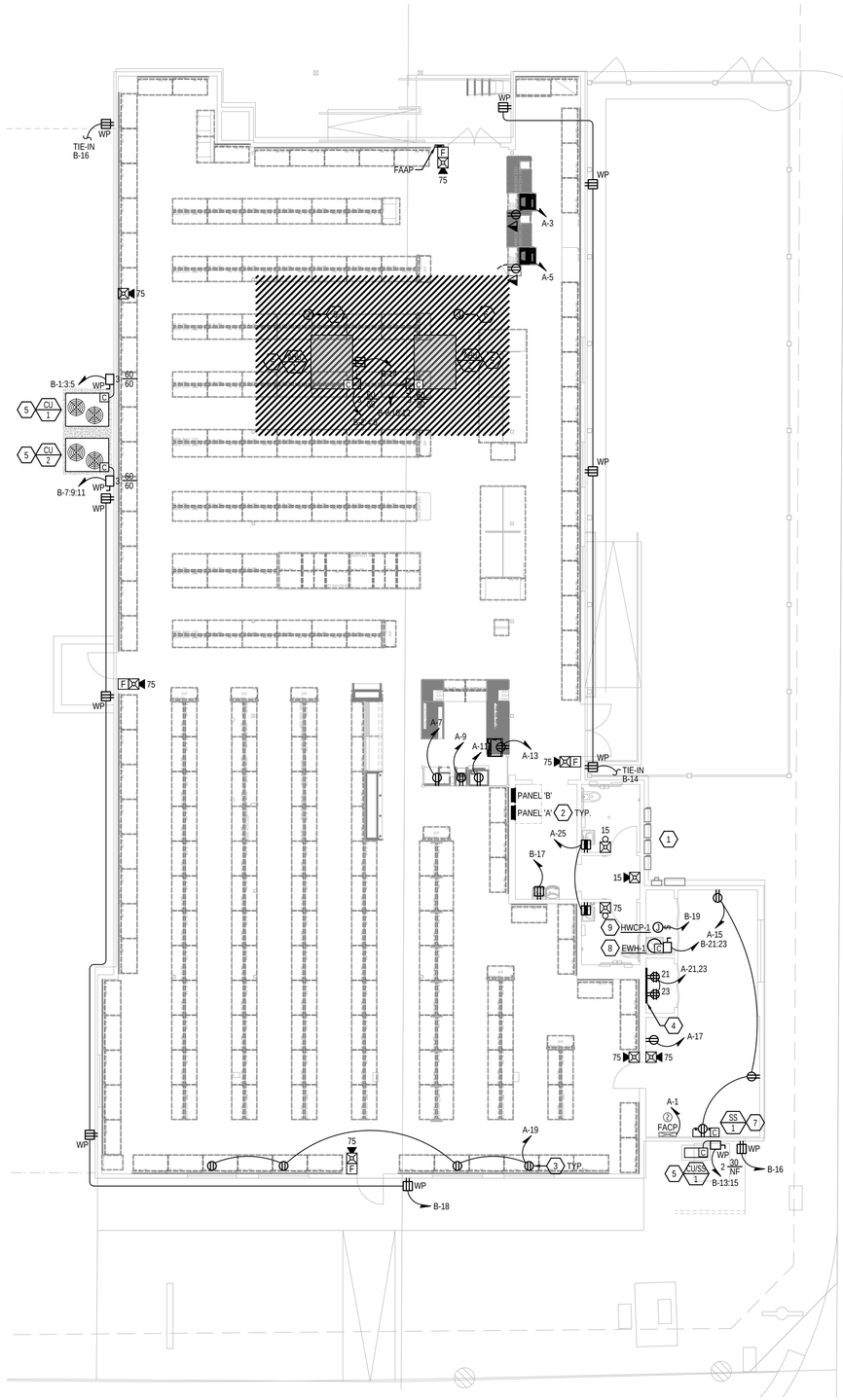
JOB NUMBER:	**24-019**
PROJECT MANAGER:	**-**
DRAWN BY:	**JS/SP/RS**
APPROVED BY:	**BLS/LMS**

LAST FILED:
Tue, 06 Aug 2024
1:21pm

SHEET TITLE:
ELECTRICAL FLOOR PLAN - DEMOLITION

SHEET NUMBER: E-101

REV. △



ELECTRICAL FLOOR PLAN – POWER & SYSTEMS 1
SCALE: 1/8" = 1'-0" E-201

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. REFER TO RISER DIAGRAM FOR FEEDER WIRE AND CONDUIT SIZE. ALL CIRCUITS NOT SIZED ON DRAWING SHALL BE INSTALLED TO MEET MINIMUM SIZE REQUIRED BY NEC. ALL CONDUCTORS SHALL HAVE AN EQUIPMENT GROUND WIRE SIZED PER NEC.

D. FIELD VERIFY EXACT LOCATION AND MOUNTING HEIGHT OF ALL DEVICES AND EQUIPMENT PRIOR TO ROUGH-IN.

E. ALL RECEPTACLES SHALL BE LISTED AS TAMPER RESISTANT. COMPLY WITH NEC 406.12.

F. FIELD VERIFY ALL EXISTING FIRE ALARM DEVICES. CONNECT NEW FIRE ALARM DEVICES TO EXISTING FIRE ALARM SYSTEM. COORDINATE ALL CONNECTION REQUIREMENTS WITH CONDITIONS IN FIELD AND MANUFACTURER'S RECOMMENDATIONS PRIOR TO ROUGH-IN.

G. ELECTRICAL CONTRACTOR TO FIELD VERIFY PANEL CIRCUITS. THE CONTRACTOR SHALL INCLUDE A PRE-CONSTRUCTION CIRCUIT TRACING EXERCISE WITHIN THE BID OF THE PROJECT. BASED ON CIRCUIT TRACING AND EXISTING CONDITIONS VERIFICATION, THE CONTRACTOR MAY REUSE, AT A CREDIT TO THE OWNER, ANY EXISTING CONDITION THAT MEETS THE INTENT OF THE DESIGN PROVIDED AND IS CODE COMPLIANT.

H. ALL OWNER SPECIFIED OR FURNISHED EQUIPMENT IS PROVIDED MEP INFRASTRUCTURE WITHIN THESE DOCUMENTS VIA INFORMATION PROVIDED AT THE TIME OF DESIGN. FOR ANY EQUIPMENT NOT EXPLICITLY SPECIFIED BY JLC-SC ENGINEERING, THE CONTRACTOR SHALL REVIEW AND COORDINATE ALL ACTUAL EQUIPMENT PROVIDED/PURCHASED WITH THE MECHANICAL, ELECTRICAL AND PLUMBING PLANS PROVIDED TO ENSURE ALL MEP INFRASTRUCTURE IS APPROPRIATE AND PROVIDED WITHIN THE PLANS. IF ANY DISCREPANCY IS FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING, PRIOR TO CONSTRUCTION, VIA A FORMAL RFI. IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION, THE CONTRACTOR WILL BE HELD FULLY LIABLE TO MAKE PROVISIONS TO MODIFY THE MEP SYSTEMS AS NECESSARY TO ACCOMMODATE ALL ACTUAL EQUIPMENT PROVIDED.

KEY NOTES: (#)

1. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY METER AND SERVICE DISCONNECT PRIOR COMMENCING OF WORK.
2. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION WITH OWNER PRIOR ROUGH-IN. LOCATE AS REQUIRED TO MAINTAIN NEC CLEARANCES. REFER TO RISER DIAGRAM AND PANEL SCHEDULE FOR FURTHER INFORMATION.
3. PROVIDE 120V RECEPTACLE ABOVE SHOW WINDOW AS REQUIRED PER NEC 210.62.
4. PROVIDE 3/4" THICK FRT TYPE PLYWOOD TELECOM BOARD. PAINT WITH FIRE RETARDANT WHITE PAINT. INCLUDE COPPER GROUNDING BUS AND #6 AWG CONDUCTOR TO SERVICE GROUNDING POINT. COORDINATE FINAL REQUIREMENTS IN FIELD WITH LOW VOLTAGE INSTALLER.
5. ELECTRICAL CONTRACTOR SHALL COORDINATE DISCONNECT AND FUSE REQUIREMENTS FOR MECHANICAL UNIT WITH MECHANICAL CONTRACTOR AND EQUIPMENT MANUFACTURER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED. COORDINATE LOCATION OF DISCONNECT WITH OWNER AND MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN. LOCATE AS REQUIRED TO MAINTAIN NEC CLEARANCES.
6. PROVIDE CEILING MOUNTED JUNCTION BOX FOR CONNECTION OF MOTORIZED CONTROL DAMPER. COORDINATE EXACT LOCATION AND ADDITIONAL INSTALLATION REQUIREMENTS WITH MECHANICAL CONTRACTOR PRIOR ROUGH-IN. CONNECT MOTORIZED CONTROL DAMPER TO NEAREST GENERAL RECEPTACLE CIRCUIT.
7. CONNECT INTERIOR MECHANICAL MINI-SPLIT UNIT THROUGH ASSOCIATED EXTERIOR UNIT. CONNECT PER MANUFACTURER'S RECOMMENDATIONS AND PROVIDE ALL CONTROL WIRING, CONDUIT, ETC. AS REQUIRED.
8. ELECTRICAL CONTRACTOR SHALL COORDINATE DISCONNECT AND FUSE REQUIREMENTS FOR PLUMBING EQUIPMENT WITH PLUMBING CONTRACTOR AND EQUIPMENT MANUFACTURER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED.
9. PROVIDE CEILING MOUNTED JUNCTION BOX WITH SINGLE TOGGLE FOR HOT WATER RECIRCULATION PUMP. REFER TO PLUMBING DRAWINGS TO COORDINATE EXACT LOCATION AND MOUNTING HEIGHT PRIOR ROUGH-IN.

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
LOCATION
540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	**24-019**
PROJECT MANAGER:	**-**
DRAWN BY:	**JS/SP/RS**
APPROVED BY:	**BLS/LMS**

LAST FILED:
Tue, 06 Aug 2024
1:39pm

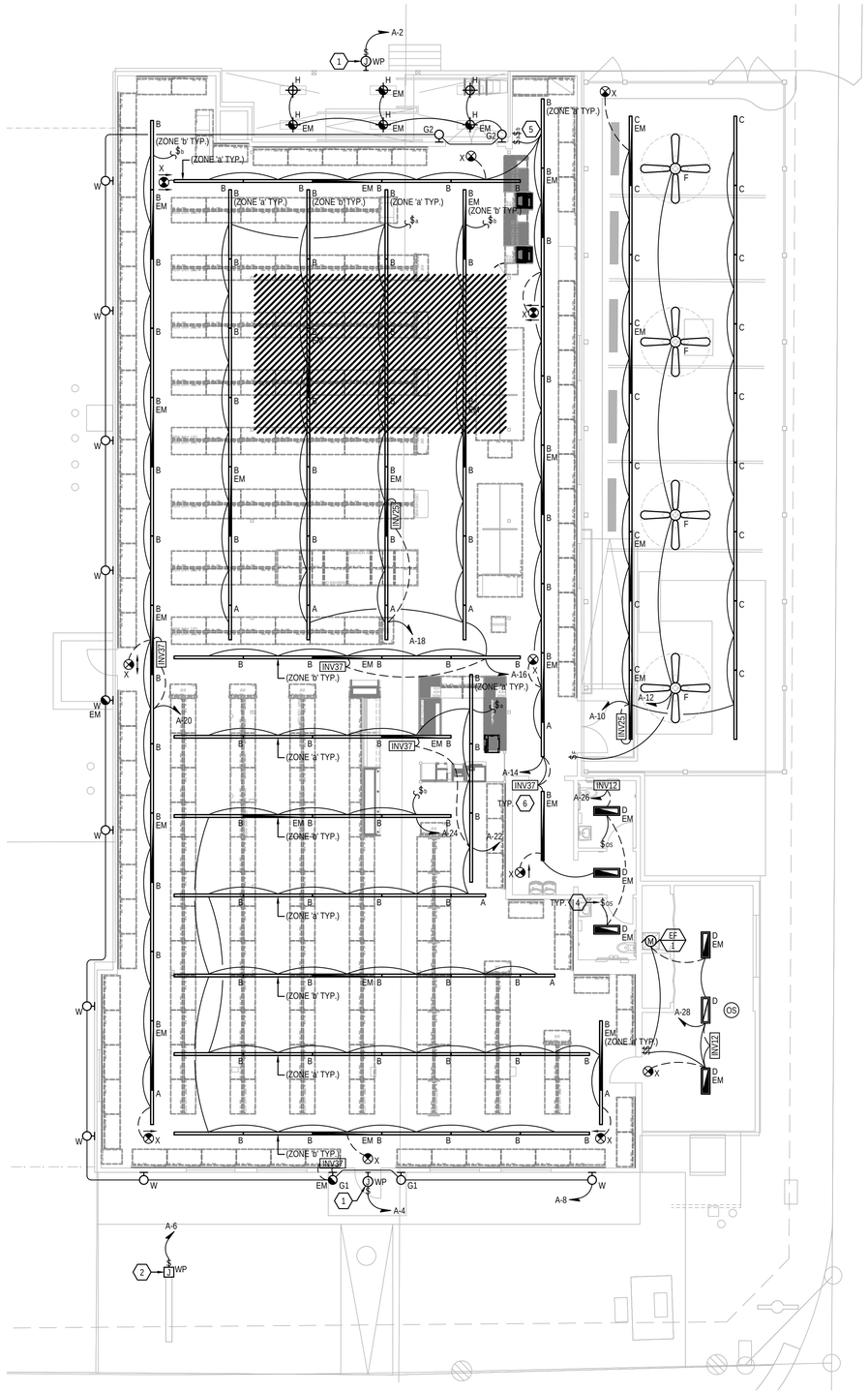
SHEET TITLE:
ELECTRICAL
FLOOR PLAN - POWER
AND SYSTEMS

SHEET NUMBER: E-201 **REV.** △

LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	LAMP			FIXTURE WATTS
					QTY	WATTS	MODEL	
A	4' LED LINEAR STRIP	ILP	VS4-5L/6L/7L-U-CCTS +VS G3-ALBR	120/277	1	45	LED	45
B	8' LED LINEAR STRIP	ILP	VS8-10L/11L/12L-U-CCTS +VS G3-ALBR	120/277	1	66	LED	66
C	8' NARROW LINEAR VAPOR LIGHT, WET LOCATION	ILP	WTZ8-6L-U-40-RAFL	120/277	1	47	LED	47
D	3' LED SURFACE LIGHT	KIM LIGHTING	PVNT-3-3-25-35K8-D01-UNV-D	120/277	1	25	LED	25
F	FAN	BIG ASS FANS	MK-I61-08-19	120	-	-	-	36
G1	GOOSENECK WALL SCONCE	BARN LIGHT	BLE-G-WHS20-100-G22-NA-NA-NA-LDBPC-LED38-3000K	120/277	1	38	LED	38
G2	GOOSENECK WALL SCONCE	BARN LIGHT	BLE-G-WHS20-100-G3-NA-NA-NA-LDBPC-LED38-3000K	120/277	1	38	LED	38
H	FLUSH MOUNT PENDANT	BARN LIGHT	BLE-F-WHS20-100-NA-NA-NA-NA-LDBPC-LED38-3000K	120/277	1	38	LED	38
W	WALLPACK	ILP	VWM-3L/4L/5L-U-CCTS-T3-BLK	120/277	1	40.2	LED	40.2
X	UNIVERSAL FACE/MOUNT LED EXIT SIGN, GREEN LETTERS, BATTERY BACKUP	MAXILUME	ELX-604-G-AL-1-CL	120/277	1	3	LED	3
INV12	EMERGENCY LIGHTING INVERTER	DUAL LITE	LG-125-T-AO	120	-	-	-	-
INV25	EMERGENCY LIGHTING INVERTER	DUAL LITE	LG-250-T-AO	120	-	-	-	-
INV37	EMERGENCY LIGHTING INVERTER	DUAL LITE	LG-375-S-AO	120	-	-	-	-

NOTES:
1. ELECTRICAL CONTRACTOR SHALL VERIFY ALL FIXTURE TYPES AND FINISHES WITH OWNER PRIOR TO ORDERING.



ELECTRICAL FLOOR PLAN – LIGHTING
SCALE: 1/8" = 1'-0"

1
E-301

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. VERIFY ALL MOUNTING HEIGHTS AND PENDANT LENGTHS WITH ARCHITECT AND ENGINEER PRIOR TO ORDERING FIXTURES.

D. ALL EMERGENCY LIGHTING FIXTURES (NORMALLY OFF), NIGHT LIGHTS, AND EXIT SIGNS SHALL BE CONNECTED "HOT" TO THE INDICATED LOCAL LIGHTING CIRCUIT. (NOT SWITCHED)

E. EMERGENCY ILLUMINATION SHALL BE PROVIDED FOR A PERIOD OF 90 MINUTES IN THE EVENT OF FAILURE OF NORMAL LIGHTING. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOTCANDLE (10 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOTCANDLE (6 LUX) AVERAGE AND A MINIMUM AT ANY POINT OF 0.06 FOOTCANDLE (0.6 LUX) AT THE END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40:1 SHALL NOT BE EXCEEDED.

F. REFER TO ARCHITECTURAL REFLECTED CEILING PLAN FOR EXACT FIXTURE LOCATIONS AND ORIENTATIONS.

G. REFER TO ARCHITECTURAL ELEVATIONS AND SECTIONS FOR ADDITIONAL LIGHTING FIXTURE MOUNTING DETAILS AND INFORMATION.

KEY NOTES: (#)

1. PROVIDE 120V WEATHERPROOF JUNCTION BOX FOR SIGNAGE. CONNECT SIGNAGE CIRCUIT VIA EXTERIOR LIGHTING CONTROL FOR AUTOMATIC CONTROL. COORDINATE EXACT LOCATION, CONNECTION REQUIREMENTS, AND CONTROL REQUIREMENTS WITH OWNER AND SIGN INSTALLER PRIOR TO ROUGH-IN AND PROVIDE AS REQUIRED.

2. PROVIDE 120V, 20A WEATHER PROOF JUNCTION BOX WITH SINGLE POLE TOGGLE SWITCH FOR CONNECTION OF MONUMENT SIGN. LOCATION SHOWN FOR REFERENCE PURPOSES ONLY. CONTRACTOR SHALL FIELD COORDINATE EXACT LOCATION WITH OWNER AND CIVIL DRAWINGS PRIOR TO ROUGH-IN.

3. PROVIDE CEILING MOUNTED, DUAL TECHNOLOGY, LOW VOLTAGE VACANCY SENSOR, WATTSTOPPER #DT-305 (OR APPROVED SUBSTITUTION) TO OVERRIDE WALL SWITCHES AND TURN OFF LIGHTS IF ROOM IS UNOCCUPIED FOR MORE THAN 20 MINUTES. COORDINATE LOCATION WITH CONDITIONS IN FIELD TO PROVIDE MAXIMUM COVERAGE OF SPACE. PROVIDE ADDITIONAL SENSORS, RELAYS, POWER PACKS, ETC. AS REQUIRED FOR COMPLETE COVERAGE OF SPACE. INSTALLATION SHALL COMPLY WITH FLORIDA BUILDING CODE - ENERGY CONSERVATION - SECTION C405.2.1, 2023, 8TH EDITION.

4. PROVIDE WALL MOUNTED, DUAL TECHNOLOGY, LOW VOLTAGE VACANCY SENSOR, WATTSTOPPER #DW-100-24 (OR APPROVED SUBSTITUTION) FOR AUTOMATIC CONTROL OF LIGHTING. CONNECT LIGHTING IN SPACE AS SHOWN ON PLANS VIA WATTSTOPPER LIGHTING POWER PACK #BZ-200 (OR APPROVED SUBSTITUTION). PROVIDE ALL ADDITIONAL POWER PACKS, RELAYS, SENSORS AS REQUIRED FOR COMPLETE COVERAGE OF SPACE AND SWITCHING AS SHOWN ON PLANS. INSTALLATION SHALL COMPLY WITH FLORIDA BUILDING CODE - ENERGY CONSERVATION - SECTION C405.2.1, 2023, 8TH EDITION.

5. LOCATION OF WALL MOUNTED SWITCHES ARE SHOWN FOR REFERENCE PURPOSES ONLY. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF LIGHT SWITCHES WITH OWNER PRIOR ROUGH-IN. LIGHTING CONTROL ZONES SHALL BE CONTROLLED BY CONTACTOR.

6. ALL EMERGENCY LIGHTING FIXTURES DESIGNATED WITH 'EM' SHALL BE CONNECTED TO EMERGENCY LIGHTING INVERTER.

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

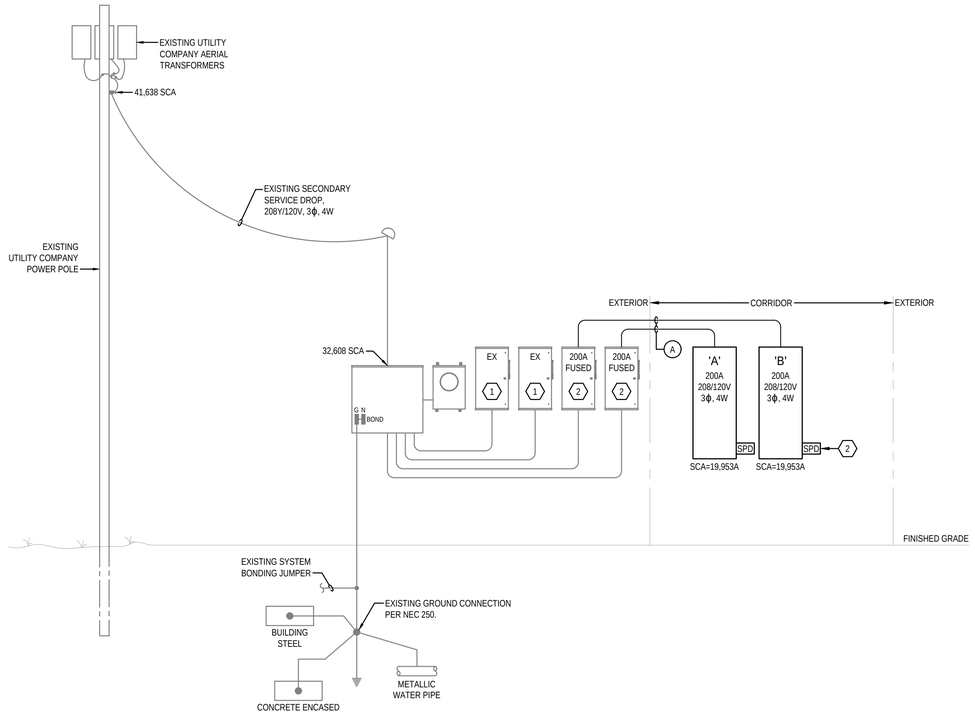
DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	JS/SP/RS
APPROVED BY:	BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
ELECTRICAL
FLOOR PLAN - LIGHTING

SHEET NUMBER: E-301
REV.



ELECTRICAL POWER RISER DIAGRAM — 1 / E-401

SCALE: N.T.S.

WIRE SIZE 20A/1Φ/VOLTAGE DROP

ASSUMPTION:
- 20A/1Φ, 120 OR 277V CIRCUIT
- COPPER CONDUCTORS
- 75° RATING AND CIRCUIT LOADED TO 80% OF OVER-CURRENT DEVICE RATING
- "L" IS THE ACTUAL "ONE-WAY" LENGTH OF THE BRANCH CIRCUIT.

OPTIONALLY, THE CONTRACTOR MAY CALCULATE THE WIRE SIZE TO MAINTAIN A VOLTAGE DROP BELOW 5% FOR EACH 20A/1Φ BRANCH CIRCUITS BASED ON THE ACTUAL/NEC LOAD CONNECTED.

120 VOLT:
- #12 AWG FOR L>55'
- #10 AWG FOR 55'<L<90'
- #8 AWG FOR 55'<L<140'
- #6 AWG FOR 140'<L<225'
- #4 AWG FOR 225<L<350'
- #3 AWG FOR 350'<L<450'
- #2 AWG FOR 450'<L<580'

277 VOLT:
- #12 AWG FOR L>125'
- #10 AWG FOR 125'<L<215'
- #8 AWG FOR 215'<L<330'
- #6 AWG FOR 330'<L<525'

FOR L>500', THE BRANCH CIRCUIT WIRING SHALL BE SIZED TO LIMIT THE VOLTAGE DROP TO 5%

CONDUIT & CONDUCTOR SIZES: (#)

(A) 4#3/0 AWG CU &1#6 AWG CU GND. IN 2"C

GENERAL NOTES:

A. DO NOT SCALE ELECTRICAL DRAWING FOR ANY DIMENSIONS.

B. ALL WORK SHALL COMPLY WITH THE 2020 NATIONAL ELECTRIC CODE, NATIONAL, STATE AND LOCAL CODES. PROVIDE GROUNDING AND BONDING PER NEC 250.

C. COORDINATE ALL WORK WITH LOCAL UTILITY COMPANY PRIOR TO ROUGH-IN.

D. EXACT FAULT CURRENT INFORMATION IS CURRENTLY NOT AVAILABLE FROM THE UTILITY COMPANY. EXISTING TRANSFORMER SECONDARY FAULT CURRENT TABLES HAVE BEEN USED TO PERFORM THE SHORT CIRCUIT CURRENT CALCULATIONS USING POINT-TO-POINT METHOD.

E. THE CONTRACTOR WILL BE RESPONSIBLE FOR ACCOUNTING FOR INCREASED WIRE SIZE, CONDUIT SIZE, AND SPACE TAKEN BY THE LARGER CONDUIT IF ALUMINUM CONDUCTORS ARE USED.

F. ALL WORK SHALL FOLLOW LOCKOUT-TAG OUT PROCEDURES DURING THE CONSTRUCTION PHASE.

G. ALL ELECTRIC PANELS ARE TO BE PROVIDED WITH PHENOLIC NAMEPLATES SPECIFYING PANEL NAME AND VOLTAGE/PHASE OF PANEL. NAMEPLATES SHALL BE WHITE WITH BLACK ETCHED LETTERS AS REQUIRED. PROVIDE EACH PANEL WITH TYPEWRITTEN PANEL DIRECTORY INDICATING THE LOCATION AND EQUIPMENT SERVED BY EACH BREAKER AS REQUIRED.

H. PROVIDE A PERMANENT LABEL TO THE FRONT OF SERVICE EQUIPMENT ENCLOSURE STATING THE MAXIMUM AVAILABLE FAULT CURRENT IN AMPS, THE DATE CALCULATED, THE NOMINAL VOLTAGE AND THE FREQUENCY IN HERTZ. THE SERVICE EQUIPMENT BUS RATING IN AMPS, AND THE SCCR OF SERVICE EQUIPMENT IN AMPS IN ACCORDANCE WITH NEC 110.24. SIGNAGE SHALL BE ENGRAVED, LAMINATED ACRYLIC, OR MELAMINE LABEL, PUNCHED OR DRILLED FOR MECHANICAL FASTENERS WITH WHITE LETTERS ON A BLACK BACKGROUND, MINIMUM 1/16" THICK. MINIMUM LETTER HEIGHT SHALL BE 1/2".

NOTE:
PER (2023 FBCEC C405.5.3, 8TH EDITION):
ALL CONDUCTORS FOR FEEDERS AND BRANCH CIRCUITS ARE DESIGNED FOR A MAXIMUM OF 5% VOLTAGE DROP TOTAL.

LEGEND

- NEW EQUIPMENT
- EXISTING EQUIPMENT TO REMAIN
- EXISTING EQUIPMENT TO BE REMOVED

PARTIAL RISER DIAGRAM BASED ON PICTURES AND OTHER INFORMATION AVAILABLE TO THE ENGINEER AT TIME OF DESIGN. PRIOR TO BID, THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS. IF ANY FIELD CONDITION DIFFERS FROM THAT SHOWN ON THESE PLANS THAT AFFECTS THE SCOPE OF WORK, THE CONTRACTOR SHALL SUBMIT AN RFI REQUESTING DIRECTION FROM THE ENGINEER.

KEY NOTES: (#)

1. EXISTING SERVICE DISCONNECT TO REMAIN. ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION OF EXISTING UTILITY METER AND SERVICE DISCONNECT PRIOR COMMENCING OF WORK.
2. ELECTRICAL CONTRACTOR SHALL VERIFY EXISTING DISCONNECT SWITCH TO BE FUSED AT 200A, 250V, 3Φ, 4W, OTHERWISE CONTRACTOR SHALL PROVIDE A NEW CODE COMPLIANT SERVICE ENTRANCE RATED DISCONNECT SWITCH.
3. SURGE PROTECTION DEVICE OF SAME MANUFACTURER OF ELECTRIC PANEL OR APPROVED EQUAL.

PANEL A

LOCATION: CORRIDOR | VOLTAGE: 208Y/120 V 3Φ 4W | MIN. AIC RATING: 22K AIC | NOTES: PROVIDE TYPED WRITTEN DIRECTORY, PROVIDE GROUND & NEUTRAL BUS
TYPE: SQUARE D TYPE NQ | MAINS: 200 A ☑ MLO ☐ MCB | MOUNTING: SURFACE
FED FROM: SERVICE DISC. | LUGS: ☐ SUB-FEED ☐ FEED-THRU | ENCLOSURE: NEMA 1

CKT.	CIRCUIT DESCRIPTION	NOTES	BRANCH CIRCUIT Φ	NEUT	GND	COND	BKR	LOAD KVA	PHASE Φ	LOAD KVA	BKR	BRANCH CIRCUIT Φ	NEUT	GND	COND	NOTES	CIRCUIT DESCRIPTION	CKT.
1	FACP	2	12	12	12	1/2"	20/1	0.38	A	1.20	20/1	12	12	12	1/2"	1	SIGNAGE	2
3	RECP CASHIER		12	12	12	1/2"	20/1	0.60	B	1.20	20/1	12	12	12	1/2"	1	SIGNAGE	4
5	RECP CASHIER		12	12	12	1/2"	20/1	0.60	C	1.20	20/1	12	12	12	1/2"	1	MONUMENT SIGN	6
7	RECP PAINT		12	12	12	1/2"	20/1	0.18	A	0.78	20/1	12	12	12	1/2"	1	LIGHTS EXTERIOR	8
9	RECP PAINT		12	12	12	1/2"	20/1	0.18	B	0.85	20/1	12	12	12	1/2"	1	LIGHTS OUTDOOR GARDEN	10
11	RECP PAINT		12	12	12	1/2"	20/1	0.18	C	0.14	20/1	12	12	12	1/2"		FANS OUTDOOR GARDEN	12
13	RECP PAINT		12	12	12	1/2"	20/1	0.18	A	1.06	20/1	12	12	12	1/2"	1	LIGHTS WEST SALES ZONE a	14
15	RECP OFFICE		12	12	12	1/2"	20/1	0.72	B	1.21	20/1	12	12	12	1/2"	1	LIGHTS WEST SALES ZONE b	16
17	RECP OFFICE		12	12	12	1/2"	20/1	0.18	C	0.88	20/1	12	12	12	1/2"	1	LIGHTS WEST SALES ZONE a	18
19	RECP SHOW WINDOW		12	12	12	1/2"	20/1	0.72	A	0.97	20/1	12	12	12	1/2"	1	LIGHTS SOUTH SALES ZONE b	20
21	TTB		12	12	12	1/2"	20/1	0.36	B	1.28	20/1	12	12	12	1/2"	1	LIGHTS EAST SALES ZONE a	22
23	TTB		12	12	12	1/2"	20/1	0.36	C	1.04	20/1	12	12	12	1/2"	1	LIGHTS EAST SALES ZONE b	24
25	RECP RR		12	12	12	1/2"	20/1	0.36	A	0.05	20/1	12	12	12	1/2"		LIGHTS RR	26
27	SPARE		-	-	-	-	20/1	-	B	0.08	20/1	12	12	12	1/2"		LIGHTS OFFICE	28
29	SPARE		-	-	-	-	20/1	-	C	-	20/1	-	-	-	-		SPARE	30
31	SPARE		-	-	-	-	20/1	-	A	-	20/1	-	-	-	-		SPARE	32
33	SPARE		-	-	-	-	20/1	-	B	-	20/1	-	-	-	-		SPARE	34
35	SPARE		-	-	-	-	20/1	-	C	-	20/1	-	-	-	-		SPARE	36
37	SPARE		-	-	-	-	20/1	-	A	-		10						38
39	SPARE		-	-	-	-	20/1	-	B	-	30/3	10	10	10	3/4"		SPD	40
41	SPARE		-	-	-	-	20/1	-	C	-		10						42

EQUIPMENT SERVED	CONN. LOAD	L.F.	D.F.	DEMAND LOAD
LIGHTING	11.79 KVA		125%	14.74 KVA
RECEPTACLES - GENERAL	4.62 KVA		100%	4.62 KVA
EQUIPMENT	0.52 KVA		100%	0.52 KVA

NOTES
1) CONNECT LIGHTING CIRCUIT VIA LIGHTING CONTACTOR FOR AUTOMATIC CONTROL.
2) PROVIDE CIRCUIT BREAKER LOCK ON WITH LABELING PER NFPA 72.

TOTAL DEMAND LOAD: 19.88 KVA
TOTAL DEMAND AMPS: 55.18 AMPS

PANEL B

LOCATION: CORRIDOR | VOLTAGE: 208Y/120 V 3Φ 4W | MIN. AIC RATING: 22K AIC | NOTES: PROVIDE TYPED WRITTEN DIRECTORY, PROVIDE GROUND & NEUTRAL BUS
TYPE: SQUARE D TYPE NQ | MAINS: 200 A ☑ MLO ☐ MCB | MOUNTING: SURFACE
FED FROM: SERVICE DISC. | LUGS: ☐ SUB-FEED ☐ FEED-THRU | ENCLOSURE: NEMA 1

CKT.	CIRCUIT DESCRIPTION	NOTES	BRANCH CIRCUIT Φ	NEUT	GND	COND	BKR	LOAD KVA	PHASE Φ	LOAD KVA	BKR	BRANCH CIRCUIT Φ	NEUT	GND	COND	NOTES	CIRCUIT DESCRIPTION	CKT.
1			6					4.95	A	2.01		6						2
3	CU-1		6	6	10	3/4"	60/3	4.95	B	2.01	60/3	6	6	10	3/4"		AHU-1	4
5			6					4.95	C	2.01		6						6
7			6					4.95	A	2.01		6						8
9	CU-2		6	6	10	3/4"	60/3	4.95	B	2.01	60/3	6	6	10	3/4"		AHU-2	10
11			6					4.95	C	2.01		6						12
13	CU/SS-1		12	12	12	3/4"	20/2	1.32	A	0.90	20/1	12	12	12	1/2"		RECP MECH MEZZANINE	14
15			12					1.32	B	0.90	20/1	12	12	12	1/2"		RECP EXTERIOR	16
17	EWC		12	12	12	1/2"	20/1	0.60	C	0.90	20/1	12	12	12	1/2"		RECP EXTERIOR	18
19	HWCP-1		12	12	12	1/2"	20/1	0.09	A	-	20/1	-	-	-	-		SPARE	20
21	EWH-1		10	10	10	3/4"	30/2	2.25	B	-	20/1	-	-	-	-		SPARE	22
23			10					2.25	C	-	20/1	-	-	-	-		SPARE	24
25	SPARE		-	-	-	-	20/1	-	A	-	20/1	-	-	-	-		SPARE	26
27	SPARE		-	-	-	-	20/1	-	B	-	20/1	-	-	-	-		SPARE	28
29	SPARE		-	-	-	-	20/1	-	C	-	20/1	-	-	-	-		SPARE	30
31	SPARE		-	-	-	-	20/1	-	A	-	20/1	-	-	-	-		SPARE	32
33	SPARE		-	-	-	-	20/1	-	B	-	20/1	-	-	-	-		SPARE	34
35	IRRIGATION SYSTEM		12	12	12	3/4"	20/2	1.37	C	-	20/1	-	-	-	-		SPARE	36
37			12					1.37	A	-		10						38
39	PROPANE DISPENSER		8	8	10	3/4"	20/2	1.37	B	-	30/3	10	10	10	3/4"		SPD	40
41			8					1.37	C	-		10						42

EQUIPMENT SERVED	CONN. LOAD	L.F.	D.F.	DEMAND LOAD
LIGHTING	0.00 KVA		125%	0.00 KVA
RECEPTACLES - GENERAL	2.70 KVA		100%	2.70 KVA
EQUIPMENT	55.03 KVA		100%	55.03 KVA

NOTES

TOTAL DEMAND LOAD: 57.73 KVA
TOTAL DEMAND AMPS: 160.25 AMPS

studio1+

ARCHITECT:
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BLAKE L. SUDDETH — LICENSE — No. 69060 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

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PROJECT: ACE HARDWARE NEW SMYRNA BEACH
LOCATION: 540 NORTH DIXIE HWY
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

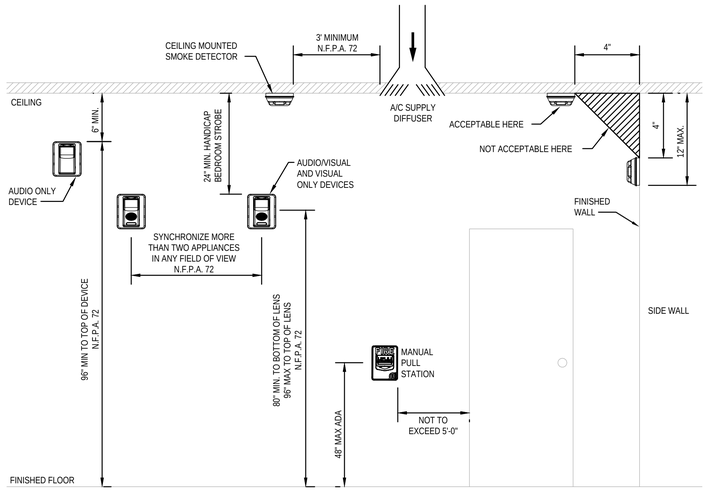
DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
ELECTRICAL - RISER AND SCHEDULES

SHEET NUMBER: E-401
REV. △



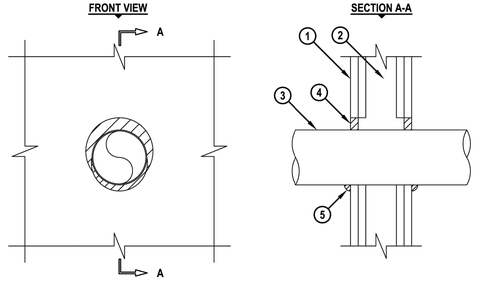
FIRE ALARM MOUNTING HEIGHT DETAIL | G

UL/cUL SYSTEM NO. W-L-1175

METAL PIPE THROUGH GYPSUM WALL ASSEMBLY

F-RATING = 1-HR. OR 2-HR.
T-RATING = 0-HR.
L-RATING AT AMBIENT = 1 CFM/SQ. FT.
L-RATING AT 400°F = 1 CFM/SQ. FT.

WL1175b.032206



1. GYPSUM WALL ASSEMBLY (UL/cUL CLASSIFIED U300 OR U400 SERIES) (1-HR. OR 2-HR. FIRE-RATING) (2-HR. SHOWN).
2. [NOT SHOWN] WOOD STUDS TO CONSIST OF NOMINAL 2" x 4" LUMBER. STEEL STUDS TO BE MINIMUM 2-1/2" WIDE.
3. PENETRATING ITEM TO BE ONE OF THE FOLLOWING :
   A. MAXIMUM 4" NOMINAL DIAMETER EMT.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
4. MINIMUM 5/8" DEPTH HILTI CP 618 FIRESTOP PUTTY STICK.
5. MINIMUM 1/4" CROWN HILTI CP 618 FIRESTOP PUTTY STICK AT POINT OF CONTACT.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 5-1/2".
2. ANNULAR SPACE = MINIMUM 0", MAXIMUM 1".

HILTI Firestop Systems | HILTI, Inc. Tulsa, Oklahoma USA (918) 252-6000 | Sheet 1 of 1 | Scale 3/16" = 1" | Date Mar. 22, 2006 | Drawing No. WL 1175b

Saving Lives through Innovation and Education

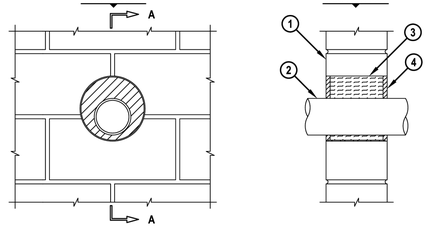
UL FIRE RATED DETAIL (W-L-1175) | E

UL/cUL SYSTEM NO. W-J-1020

METAL PIPE THROUGH CONCRETE WALL OR BLOCK WALL

F-RATING = 2-HR.
T-RATING = 0-HR. OR 1/4-HR.
L-RATING AT AMBIENT = LESS THAN 1 CFM/SQ. FT.
L-RATING AT 400°F = 4 CFM/SQ. FT.

WJ1020e.091699



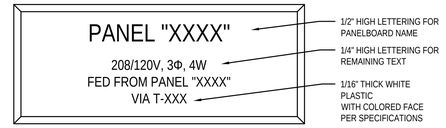
1. CONCRETE WALL ASSEMBLY (2-HR. FIRE-RATING):
   A. LIGHTWEIGHT OR NORMAL WEIGHT CONCRETE WALL (MIN. 5" THICK).
   B. ANY UL/ULC CLASSIFIED CONCRETE BLOCK WALL.
2. PENETRATING ITEM TO BE ONE OF THE FOLLOWING:
   A. MAXIMUM 4" NOMINAL DIAMETER COPPER PIPE.
   B. MAXIMUM 4" NOMINAL DIAMETER STEEL CONDUIT.
   C. MAXIMUM 4" NOMINAL DIAMETER EMT.
3. MINERAL WOOL (MIN. 4 PCF DENSITY), BACKER ROD, OR HILTI CF 128 FILLER FOAM TO BE USED AS A BACKER.
4. HILTI FS-ONE INTUMESCENT FIRESTOP SEALANT:
   A. MINIMUM 1/4" DEPTH WHEN EMT OR STEEL CONDUIT IS THE PENETRATING ITEM.
   B. MINIMUM 1/2" DEPTH WHEN COPPER PIPE IS THE PENETRATING ITEM.

NOTES : 1. MAXIMUM DIAMETER OF OPENING = 8".
2. ANNULAR SPACE = MINIMUM 3/4", MAXIMUM 3-1/2".
3. FOR HOLLOW BLOCK WALLS, USE NO. 8 STEEL WIRE MESH TO AID IN THE INSTALLATION.

HILTI® FIRESTOP SYSTEMS | HILTI, Inc. Tulsa, Oklahoma USA (918) 252-6000 | Sheet 1 of 1 | Scale 1/8" = 1" | Date SEPT. 16, 1999 | Drawing No. WJ 1020e

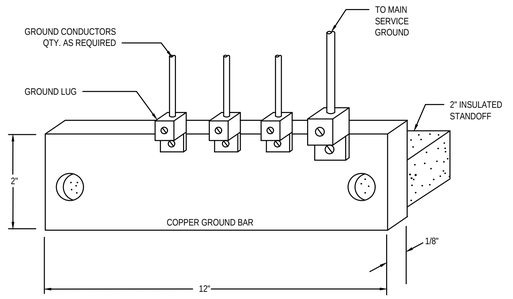
Saving Lives through Innovation and Education

UL FIRE RATED DETAIL (W-J-1020) | F

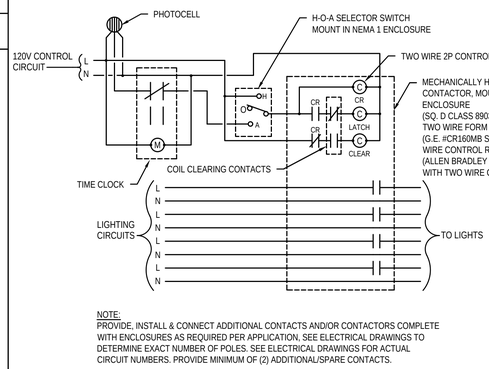


TYPICAL 208/120V PANELBOARD

PANELBOARD NAMEPLATE DETAIL | A

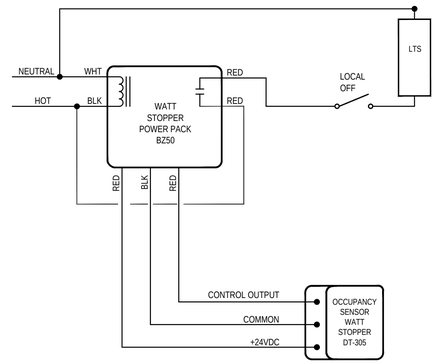


COMMUNICATIONS GROUND BAR DETAIL | B



NOTE:
PROVIDE, INSTALL & CONNECT ADDITIONAL CONTACTS AND/OR CONTACTORS COMPLETE WITH ENCLOSURES AS REQUIRED PER APPLICATION, SEE ELECTRICAL DRAWINGS TO DETERMINE EXACT NUMBER OF POLES. SEE ELECTRICAL DRAWINGS FOR ACTUAL CIRCUIT NUMBERS. PROVIDE MINIMUM OF (2) ADDITIONAL/SPARE CONTACTS.

CONTACTOR 'LC' SCHEMATIC - PHOTOCELL & TIMECLOCK | C



AUTOMATIC LIGHTING CONTROL DIAGRAM | D

studio1+

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Date: 2024.08.02 09:03:04-04'00'

BLAKE LAWRENCE SUDDETH LICENSE No. 69060 STATE OF FLORIDA PROFESSIONAL ENGINEER

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE | ISSUED FOR
08/02/2024 PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
ELECTRICAL - DETAILS

SHEET NUMBER: E-501
REV. △

ABBREVIATIONS

ABV	ABOVE
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AC	AIR CONDITIONER
AHU	AIR HANDLING UNIT
BAS	BUILDING AUTOMATION SYSTEM
BI	BACKWARD INCLINE
BLDG	BUILDING
BHP	BRAKE HORSEPOWER
BTUH	BRITISH THERMAL UNIT PER HOUR
CD	CONDENSATE DRAIN
CFM	CUBIC FEET PER MINUTE
CW	CHILLED WATER
CWR	CHILLED WATER RETURN
CWS	CHILLED WATER SUPPLY
COND	CONDENSATE
CO	CARBON MONOXIDE
COP	COEFFICIENT OF PERFORMANCE
CU	CONDENSING UNIT
DB	DRYBULB
DWGS	DRAWINGS
DX	DIRECT EXPANSION
EF	EXHAUST FAN
EXH	EXHAUST
EA	EACH
EAT	ENTERING AIR TEMPERATURE
EER	ENERGY EFFICIENCY RATIO
ENT	ENTERING
EWT	ENTERING WATER TEMPERATURE
FC	FORWARD CURVED
FCU	FAN COIL UNIT
FD	FIRE DAMPER
FL	FLOOR
FLEX	FLEXIBLE CONNECTOR OR DUCT
FPM	FEET PER MINUTE
F/S	COMBINATION FIRE AND SMOKE DAMPER
FT. H$_2$O	FEET WATER GAUGE
F	DEGREES FAHRENHEIT
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GPM	GALLONS PER MINUTE
HP	HORSEPOWER
HHWR	HIGH HOT WATER RETURN
HHWS	HIGH HOT WATER SUPPLY
HW	HOT WATER
HVAC	HEATING VENTILATING AND AIR CONDITIONING
IN.WG	INCHES WATER GAGE
KW	KILOWATTS
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MBH	1000 X BTUH
MIN	MINIMUM
MVD	MANUAL VOLUME DAMPER
MZ	MULTI-ZONE
N.T.S.	NOT TO SCALE
OA	OUTSIDE AIR
OPD	OPEN DRIP PROOF
PROP	PROPELLER
PD	PRESSURE DROP
PLBG	PLUMBING
PSIA	POUNDS PER SQUARE INCH ABSOLUTE
PSIG	POUNDS PER SQUARE INCH GAUGE
RA	RETURN AIR
RD	RADIATION DAMPER
REQ'D	REQUIRED
RH	RELATIVE HUMIDITY
RPM	REVOLUTIONS PER MINUTE
RTU	ROOFTOP UNIT
SA	SUPPLY AIR
SF	SUPPLY FAN
SD	SMOKE DETECTOR
SDMP	SMOKE DAMPER
SQ.FT.	SQUARE FOOT
SZ	SINGLE ZONE
TEFC	TOTALLY ENCLOSED FAN COOLED
TEMP	TEMPERATURE
TG	TRANSFER GRILLE
T/O	TRANSFER OPENING ABOVE CEILING
T'STAT	THERMOSTAT
TYP	TYPICAL
VFD	VARIABLE FREQUENCY DRIVE
VAV	VARIABLE AIR VOLUME
W	WATTS
W/	WITH
W/O	WITHOUT
WB	WETBULB
ZD	ZONE DAMPER

GENERAL LEGEND

SUPPLY DIFFUSER (4-WAY)

RETURN OR OUTDOOR AIR GRILLE

EXHAUST GRILLE

SUPPLY DUCT UP SECTION (RECTANGULAR)

RETURN DUCT UP SECTION (RECTANGULAR)

EXHAUST DUCT UP SECTION (RECTANGULAR)

SUPPLY DUCT DOWN SECTION (RECTANGULAR)

RETURN DUCT DOWN SECTION (RECTANGULAR)

EXHAUST DUCT DOWN SECTION (RECTANGULAR)

SUPPLY DUCT UP SECTION (ROUND)

SUPPLY DUCT DOWN SECTION (ROUND)

LINEAR SLOT DIFFUSER

EXISTING LINEAR SLOT DIFFUSER (LIGHT LINETYPE)

RECTANGULAR DUCTWORK WITH TAKE-OFF, BALANCING DAMPER AND INSULATED FLEXIBLE ROUND DUCT. SAME SIZE AS DIFFUSER INLET UNLESS NOTED OTHERWISE. FIRST DIMENSION IS THAT OF SIDE SHOWN

ROUND DUCTWORK

EXPOSED SPIRAL ROUND DUCTWORK

CONICAL FITTING WITH DAMPER ON BRANCH CONNECTION TO RECTANGULAR MAIN (PROVIDE DAMPER IN LOW PRESSURE DUCTWORK ONLY)

EXISTING DUCTWORK TO REMAIN (LIGHT LINETYPE)

BACKDRAFT DAMPER

AIR FLOW MONITORING STATION

MOTORIZED CONTROL DAMPER

MANUAL DAMPER

FLEXIBLE DUCT CONNECTION

FIRE DAMPER WITH ACCESS PANEL

COMBINATION FIRE/SMOKE DAMPER WITH ACCESS PANEL

EXISTING DUCTWORK TO BE REMOVED (DASHED LINETYPE)

DUCT MOUNTED SMOKE DETECTOR PROVIDED AND WIRED BY ELECTRICAL CONTRACTOR AND INSTALLED IN DUCT BY MECHANICAL CONTRACTOR. REFER TO SPECIFICATIONS FOR CONTROL REQUIREMENTS.

A-100 — AIR DEVICE TAG
MARK-CFM

SIDEWALL TRANSFER GRILLE

SIDEWALL SUPPLY REGISTER

SIDEWALL RETURN GRILLE OR OUTSIDE AIR LOUVER

SIDEWALL EXHAUST GRILLE

WALL MOUNTED DDC TEMPERATURE SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR

WALL MOUNTED THERMOSTAT MOUNT 4'-0" ABOVE FINISHED FLOOR

WALL MOUNTED CO SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR

WALL MOUNTED DDC HUMIDITY SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR

WALL MOUNTED HUMIDISTAT SENSOR MOUNT 4'-0" ABOVE FINISHED FLOOR

PHOTO DETAIL OR SECTION IDENTIFICATION TARGET
A = DETAIL NUMBER
B = SHEET NUMBER ON WHICH DETAIL IS LOCATED

RADIATION DAMPER INSTALLED IN AIR DEVICE

RADIATION DAMPER INSTALLED IN DUCT.

ELBOW WITH TURNING VANES

REFERENCE NOTES

REFERENCE NOTE - MULTI-DISCIPLINE SHEETS

FLOW DIRECTION

INDICATES POINT OF CONNECTION BETWEEN NEW AND EXISTING

POINT OF DISCONNECT

CWS — CONDENSER WATER SUPPLY PIPING

CWR — CONDENSER WATER RETURN PIPING

BCWS — BUILDING CONDENSER WATER SUPPLY PIPING

BCWR — BUILDING CONDENSER WATER RETURN PIPING

CHWS — CHILLED WATER SUPPLY PIPING

CHWR — CHILLED WATER RETURN PIPING

HWS — HEATING WATER SUPPLY PIPING

HWR — HEATING WATER RETURN PIPING

CD — CONDENSATE DRAIN PIPING

R — REFRIGERANT PIPING

FS — FLOW SENSOR

SP — STATIC PRESSURE TRANSMITTER ASSEMBLY

RECTANGULAR BRANCH DUCT CONNECTION. (PROVIDE BALANCING DAMPER AT ALL BRANCH CONNECTIONS)

TEE (PLAN, UP, DOWN)

ELBOW (PLAN, UP, DOWN)

VALVE

TWO WAY MOTORIZED CONTROL VALVE

THREE WAY MOTORIZED CONTROL VALVE

PRESSURE REDUCING VALVE

FLOW CONTROL VALVE

BALL VALVE FOR PIPING 2-INCHES AND SMALLER, BUTTERFLY VALVE FOR PIPING 2-1/2 INCHES AND LARGER

BUTTERFLY VALVE

CHECK VALVE

STRAINER

BALANCE VALVE WITH INTEGRAL TAPS FOR CONNECTION OF DIFFERENTIAL PRESSURE METER. VALVE SHALL HAVE NAMEPLATE INDICATING WATER FLOW RATE VERSUS VALVE PRESSURE DROP

AUTOMATIC FLOW CONTROL VALVE WITH INTEGRAL TEMPERATURE AND PRESSURE TEST PORTS

UNION

VENTURI FLOW METER

PRESSURE AND/OR TEMPERATURE PORT

THERMOMETER

PRESSURE GAUGE WITH GAUGE COCK

FLEXIBLE CONNECTION

PRESSURE RELIEF VALVE

MOTORIZED ACTUATOR

OPENING IN WALL ABOVE CEILING

EQUIPMENT TYPE / MARK — EQUIPMENT TAG

1" DOOR UNDER CUT. ARROW INDICATES DIRECTION OF FLOW

FLEX DUCT

NOTE:

SYMBOLS SHOWN ON THIS MECHANICAL LEGEND ARE FOR REFERENCE PURPOSES ONLY. ALL OF THESE SYMBOLS MAY NOT BE USED FOR THIS PROJECT.

GENERAL NOTES

1. INSTALL EQUIPMENT AND MATERIALS IN COMPLIANCE WITH MANUFACTURER'S MINIMUM CLEARANCE REQUIREMENTS AND RECOMMENDATIONS.
2. ALL EQUIPMENT AND INSTALLATION SHALL COMPLY WITH THE LATEST EDITIONS OF NFPA AND THE LATEST ADOPTED EDITION FLORIDA BUILDING CODE (MECHANICAL, PLUMBING AND GAS).
3. ALL MATERIALS SHALL FIT THE SPACE AVAILABLE. VERIFY DIMENSIONS AND CLEARANCES ON BUILDING PLANS PRIOR TO COMMENCING WORK.
4. CONTRACTOR SHALL PERFORM TESTING AND BALANCING OF AIR SYSTEMS IN ACCORDANCE WITH AABC GUIDELINES. A TEST AND BALANCE REPORT SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR APPROVAL.
5. PROVIDE 45 DEGREE BRANCH TAKE-OFF PER SMACNA FIG. 2-8 ON ALL RECTANGULAR DUCT TAKE-OFFS.
6. ALL DUCTWORK TAKE-OFFS AND/OR BRANCH DUCTWORK SHALL BE PROVIDED WITH A BALANCING DAMPER.
7. PROVIDE AND INSTALL DUCT MOUNTED HINGED ACCESS DOORS FOR ALL SMOKE AND/OR FIRE DAMPERS, NOT OTHERWISE ACCESSIBLE.
8. CONTRACTOR SHALL COORDINATE VOLTAGE AND PHASE OF EACH PIECE OF EQUIPMENT WITH THE ELECTRICAL CONTRACTOR PRIOR TO ORDERING AND SHALL COORDINATE WITH ALL OTHER TRADES PRIOR TO OR INSTALLING EQUIPMENT AND MATERIALS.
9. COORDINATE ALL HVAC SYSTEM DRAWINGS WITH THE BUILDING AND ROOF STRUCTURE TO AVOID INTERFERENCE BETWEEN MECHANICAL SYSTEMS AND ROOF STRUCTURE. DUCT SIZES MAY BE REVISED, BASED ON ENGINEER APPROVAL, TO FIT TRUSS SYSTEM SO LONG AS THE EQUIVALENT INSIDE CROSS SECTIONAL AREA IS NOT DECREASED.
10. GAUGES AND CONSTRUCTION FOR DUCTWORK SHALL CONFORM TO THE LATEST EDITION OF SMACNA'S HVAC DUCT CONSTRUCTION STANDARDS.
11. TRANSITION RECTANGULAR DUCTWORK ON BOTTOM AND SIDES. MAINTAIN TOP OF DUCTWORK LEVEL AND HIGH AS POSSIBLE. FLEXIBLE DUCT RUN-OUTS TO CEILING DIFFUSERS SHALL BE AS STRAIGHT AS POSSIBLE AND FREE OF SAGS & KINKS. FLEX DUCT SHALL BE THE SAME SIZE AS THE DIFFUSER NECK IT SERVES.
12. ALL DUCT TRANSITIONS FROM SQUARE TO ROUND SHALL BE SMOOTH SQUARE TO ROUND TRANSITIONS. SPIN-IN FITTINGS AT THE END OF CAPPED DUCTS ARE NOT ACCEPTABLE. DUCT DIMENSIONS SHOWN ARE INSIDE CLEAR DIMENSIONS.
13. THE CONTRACTOR SHALL FULFILL ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AND SHALL COMPLETE THE WORK SHOWN ON THESE DRAWINGS. ALL SYSTEMS SHALL BE FINISHED, TESTED AND BALANCED, ADJUSTED, AND PROVEN TO BE FULLY OPERATIONAL AND USEABLE.
14. ADJUST ALL DIFFUSERS IN CORRIDORS OR WITHIN THREE (3) FEET OF A WALL TO PROVIDE 2-WAY OR 3-WAY BLOW AWAY FROM OR DIRECTLY INTO WALLS. ALL DIFFUSERS SHALL HAVE 4-WAY BLOW UNLESS NOTED OTHERWISE.
15. PORTIONS OF DUCTWORK VISIBLE THROUGH GRILLES AND REGISTERS IN FINISHED AREAS SHALL BE PAINTED FLAT BLACK.
16. ALL DAMPERS IN AND ABOVE CEILINGS SHALL BE ACCESSIBLE. CONTRACTOR SHALL COORDINATE ALL ACCESS PANELS IN CEILINGS OR WALLS WITH ARCHITECTURAL REFLECTED CEILING PLANS AND/OR INTERIOR DRAWINGS FOR PROPER LOCATION.
17. MOUNT THERMOSTATS WHERE INDICATED ON PLANS 48" A.F.F. UNLESS NOTED OTHERWISE. COORDINATE ALL THERMOSTAT LOCATION TO NOT BE MOUNTING WHERE MILLWORK, ARTWORK AND/OR ANY HEAT PRODUCING EQUIPMENT WILL BE PLACED. THERMOSTATS AND SENSORS SHALL BOT BE INSTALLED ON LED 'SPLAT' LOGO WALL, GLASS OR MIRRORED WALLS.
18. COORDINATE DUCTWORK AND PIPING WITH PLUMBING, FIRE PROTECTION AND ELECTRICAL. MAKE OFFSETS AND TRANSITIONS TO COORDINATE WITH OTHER TRADES WITHOUT ANY ADDITIONAL EXPENSE TO THE CONTRACT.
19. SEAL ALL TRANSVERSE JOINTS AND FITTINGS WITH DUCT SEALER.
20. TRAP AND ROUTE CONDENSATE DRAINS LINES, FULL SIZE OF UNIT CONNECTION, AS INDICATED. SLOPE 1/8" PER FOOT.
21. ALTERNATE MANUFACTURERS AND MODELS WILL BE REVIEWED. THERE MAY BE ARCHITECTURAL, STRUCTURAL AND ELECTRICAL CHANGES RESULTING FROM THE ALTERNATES. THE COST OF IMPLEMENTING AND ENGINEERING THESE CHANGES SHALL BE BORNE BY THE MECHANICAL SUBCONTRACTOR.
22. PIPE AND DUCT ROUTING SHOWN IS SCHEMATIC. PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS, INCLUDING DIVIDED DUCTS, REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES AS ENCOUNTERED IN THE FIELD.
23. COORDINATE CEILING MOUNTED AIR DEVICE LOCATION WITH THE ARCHITECTURAL REFLECTED CEILING PLAN AND OTHER TRADES.
24. ALL CONTROL WIRING AND CONDUIT SHALL COMPLY WITH NEC DIVISION 16 SPECIFICATIONS.
25. PROVIDE MATERIALS WHICH HAVE A FLAME SPREAD RATING OF 25 OR LESS AND A SMOKE DEVELOPED RATING OF 50 OR LESS WHEN TESTED IN ACCORD WITH ASTM E84.
26. SLEEVE AND FIRE STOP PENETRATIONS THROUGH FIRE RATED SYSTEMS TO MAINTAIN RATING OF SYSTEM. USE MINIMUM GALVANIZED STEEL GAUGE DUCT AS REQUIRED TO MAINTAIN RATING OF SYSTEM.
27. WHERE THE EXHAUST DUCT IS CONCEALED WITHIN THE BUILDING CONSTRUCTION, THE EQUIVALENT LENGTH OF THE DUCT SHALL BE IDENTIFIED ON A PERMANENT LABEL OR TAG. THE LABEL OR TAG SHALL BE LOCATED WITHIN 6 FEET OF THE EXHAUST DUCT CONNECTION.
28. CONTRACTOR TO ORDER ALL FIRE/SMOKE DAMPERS WITH INTEGRAL SMOKE DETECTORS AND END STOP INDICATOR OPTIONS. VERIFY VOLTAGE WITH ELECTRICAL DRAWINGS. IF BUILDING IS EQUIPPED WITH FIRE ALARM SYSTEM ALL FIRE/SMOKE DAMPERS WILL BE CONNECTED TO BUILDING FIRE ALARM SYSTEM.
29. ALL MECHANICAL EQUIPMENT SHALL BE THOROUGHLY CLEANED OF ALL DIRT, OIL, CONCRETE, ETC. ANY DENTS, SCRATCHES OR OTHER VISIBLE BLEMISHES SHALL BE CORRECTED AND THE APPEARANCE OF THE EQUIPMENT MADE "LIKE NEW" AND TO THE SATISFACTION OF THE ARCHITECT/ENGINEER. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS AND EQUIPMENT SHALL BE REMOVED FROM THE SITE. PROTECTION OF WORK UNTIL FINAL ACCEPTANCE: PROTECT ALL MATERIALS AND EQUIPMENT FROM DAMAGE, ENTRANCE OF DIRT AND CONSTRUCTION DEBRIS FROM THE TIME OF INSTALLATION UNTIL FINAL ACCEPTANCE. ANY MATERIALS AND EQUIPMENT WHICH ARE DAMAGED SHALL BE REPAIRED TO "AS NEW" CONDITION OR REPLACED AT THE DIRECTION OF THE ARCHITECT/ENGINEER. WHERE FACTORY FINISHES OCCUR AND DAMAGE IS MINOR, FINISHES MAY BE TOUCHED UP. IF, IN THE OPINION OF THE ARCHITECT/ENGINEER THE DAMAGE IS EXCESSIVE, FACTORY FINISH SHALL BE REPLACED TO "NEW" CONDITION.
30. DRAWINGS ARE DIAGRAMMATIC AND INDICATE THE GENERAL ARRANGEMENT AND EXTENT OF WORK. EXACT LOCATIONS AND ARRANGEMENT OF MATERIALS AND EQUIPMENT SHALL BE DETERMINED, WITH THE ACCEPTANCE OF THE ARCHITECT/ENGINEER, AS WORK PROGRESSES TO CONFORM IN THE BEST POSSIBLE MANNER WITH THE SURROUNDINGS AND WITH THE ADJOINING WORK OF OTHER TRADES. WHERE LOCATIONS OF EQUIPMENT, DEVICES OR FIXTURES ARE CONTROLLED BY ARCHITECTURAL FEATURES, ESTABLISH SUCH LOCATIONS BY REFERRING TO DIMENSIONS ON ARCHITECTURAL DRAWINGS AND NOT BY SCALING DRAWINGS.
31. IN CASE OF DIFFERENCES BETWEEN DRAWINGS AND SPECIFICATIONS, OR WHERE DRAWINGS AND SPECIFICATIONS ARE NOT CLEAR OR DEFINITE, THE SUBJECT SHALL BE REFERRED TO ARCHITECT/ENGINEER FOR CLARIFICATION AND INSTRUCTIONS.
32. ANY INTERRUPTION OF EXISTING MECHANICAL AND ELECTRICAL SERVICES SHALL BE COORDINATED IN ADVANCE WITH THE OWNER'S REPRESENTATIVE. THIS INCLUDES, BUT IS NOT LIMITED TO, SERVICES PROVIDING CHILLED WATER, ELECTRICITY, OR OTHER CRITICAL SYSTEMS AS MAY BE PERTINENT TO THIS PARTICULAR PROJECT. SERVICE INTERRUPTION TIMES AND DURATION OF INTERRUPTION OF SERVICES SHALL BE DECIDED BY THE OWNER. PROVIDE APPROPRIATE PROVISIONS (E.G., ISOLATION SHUT-OFF VALVES, DAMPERS, END CAPS, AND SIMILAR ITEMS) AS NECESSARY TO ACCOMMODATE THE REQUIRED SERVICE INTERRUPTIONS. IF SHUTDOWNS CANNOT BE ACCOMMODATED, PROVIDE MEANS FOR "WET" TAPPING OR "HOT" TAPPING OF PIPING SYSTEMS.
33. ALL ELECTRICAL DEVICES SHALL BE U.L. APPROVED.

NOTE: GENERAL NOTES , ABBREVIATIONS AND SYMBOLS ON THIS MECHANICAL SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

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DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
MECHANICAL LEGEND

SHEET NUMBER: M-000
REV. △

MECHANICAL SPECIFICATIONS

PART 1: GENERAL PROVISIONS: HEATING, VENTILATING AND AIR CONDITIONING:

PART 1 GENERAL PROVISIONS - HEATING, VENTILATING AND AIR CONDITIONING

1.1 RELATED DOCUMENTS:

A. DRAWINGS AND GENERAL PROVISIONS OF CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS, APPLY TO THIS SECTION.

1.2 REGULATIONS AND PERMITS:

A. ALL WORK SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

B. ALL WORK SHALL COMPLY WITH THE FOLLOWING CODES:

B.1. FLORIDA BUILDING CODE 2023, 8TH EDITION.
B.2. NFPA 90A, STANDARD FOR THE INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS
B.3. NFPA 90B, STANDARD FOR THE INSTALLATION OF WARM AIR HEATING AND AIR-CONDITIONING SYSTEMS

C. WORK SHALL COMPLY WITH THE FOLLOWING STANDARDS:
C.1. AMERICAN SOCIETY OF HEATING, REFRIGERATION, AND AIR CONDITIONING ENGINEERS. (ASHRAE).
C.2. AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME).
C.3. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).
C.4. AMERICAN SOCIETY FOR TESTING AND MATERIALS. (ASTM)
C.5. UNDERWRITER'S LABORATORIES, INC. (UL).
C.6. SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
C.7. NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION NEMA).
C.8. AMERICAN REFRIGERATION INSTITUTE (ARI).
C.9. ASSOCIATED AIR BALANCE COUNCIL (AABC).
C.10. AIR MOVEMENT AND CONTROL ASSOCIATION (AMCA).
C.11. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA).
C.12. THERMAL INSULATION MANUFACTURER'S ASSOCIATION (TIMA).

D. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND PAY FOR ALL FEES, CHARGES AND PERMITS REQUIRED AS WELL AS FOR ALL HAULING, RIGGING AND TRANSPORTATION CHARGES.

1.3 DESCRIPTION OF WORK:

A. THE WORK INCLUDED IN THIS SECTION SHALL COMPRISE ALL LABOR, MATERIALS, EQUIPMENT, MACHINERY AND SERVICE INCIDENTAL TO THE INSTALLATION OF A COMPLETE HEATING, COOLING AND VENTILATION SYSTEM AS HEREINAFTER SPECIFIED, AND SHOWN ON DRAWINGS.

B. THE CONTRACTOR SHALL LAY OUT HIS OWN WORK AND COORDINATE HIS WORK WITH THAT OF OTHER TRADES AND BE RESPONSIBLE FOR ALL MEASUREMENTS.

C. ALL WORK SHALL BE SUBJECT TO APPROVAL OF OWNER OR HIS REPRESENTATIVE.

D. WHERE SINGLE POINT ELECTRICAL CONNECTION IS CALLED FOR, PROVIDE ADDITIONAL OVER CURRENT PROTECTION AND WIRING BEYOND SINGLE POINT CONNECTION FOR HEATER AND FAN WHEN UNIT HAS TWO POINTS OF CONNECTION.

E. THE MECHANICAL CONTRACTOR SHALL SURVEY SITE AND STUDY CONTRACT DOCUMENTS PRIOR TO BEGINNING CONSTRUCTION. ALL PROBLEMS CONCERNING COORDINATION OF DIFFERING TRADES, INTERFERENCES, LACK OF CEILING CAVITY SPACE, OR ANY PROBLEMS IN UNDERSTANDING THE SPECIFICATIONS HEREIN AND DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER PRIOR TO CONSTRUCTION.

F. THE MECHANICAL CONTRACTOR SHALL FIELD VERIFY ALL BUILDING CONDITIONS PRIOR TO START OF WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND WHAT IS SHOWN ON PLANS THAT AFFECT THE WORK SHALL BE BROUGHT TO THE ARCHITECT/ENGINEER'S ATTENTION IMMEDIATELY.

G. ALL ROOF-MOUNTED DEVICES, EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS FOR ROOF-MOUNTED EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

H. CONTRACTOR SHALL CHECK SIZE OF ENTRANCE WAYS TO MAKE SURE SUFFICIENT SPACE IS AVAILABLE FOR ENTRANCE OF EQUIPMENT.

I. THE WORK INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:
I.1. FURNISH AND INSTALL ALL DUCTLESS SPLIT SYSTEMS, AIR CONDITIONING UNITS, DUCTWORK, INSULATION, PIPING DUCT SMOKE DETECTORS, ELECTRIC RESISTANCE HEATERS, AIR DEVICES, AND CONTROLS NEEDED FOR A COMPLETE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM.

I.2. FURNISH AND INSTALL ALL CONDENSATE DRAINS AND SUPPORTS.

I.3. FURNISH AND INSTALL ALL TEMPERATURE CONTROLS AS HEREINAFTER SPECIFIED.

I.4. BALANCE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM SO AS TO MEET SCHEDULES AND FOR PROPER AC WORKING ORDER.

I.5. FURNISH AND INSTALL ALL DUCTWORK AS SHOWN ON PLANS AND AS HEREIN SPECIFIED.

I.6. FURNISH AND INSTALL ALL EXHAUST FANS AND SUPPLY FANS SPECIFIED HEREIN AND AS SHOWN ON DRAWINGS.

I.7. MECHANICAL CONTRACTOR SHALL PROVIDE ALL CONTROL WIRING REQUIRED TO PROVIDE A COMPLETE AUTOMATIC CONTROL SYSTEM. PROVIDE IN CONDUIT IN EXPOSED LOCATIONS AND WALLS, SUPPORT EVERY 3 FEET ABOVE CEILING USING J-HOOKS. CONTROL WIRING ABOVE CEILING SHALL BE PLENUM RATED.

J. THE ELECTRICAL PROVISIONS OF MECHANICAL WORK TO BE FURNISHED BY THE MECHANICAL CONTRACTOR CAN BE SUMMARIZED BY (BUT NOT LIMITED TO) THE FOLLOWING:

J.1. MOTORS AND MOTOR STARTERS.
J.2. CONTROL SWITCHES, PILOT LIGHTS, INTERLOCKS AND SIMILAR DEVICES.
J.3. HEATING COILS.
J.4. LOW VOLTAGE CONTROL WIRING.
J.5. OTHER EQUIPMENT, DEVICES, ETC., AS SPECIFIED AS MECHANICAL WORK IN THE FOLLOWING SPECIFICATIONS AND IN THE DRAWINGS.

1.4 PRODUCT HANDLING:

A. ALL MATERIALS SHALL BE HANDLED AND STORED IN A MANNER SO AS TO PREVENT DAMAGE. MATERIALS SHALL BE STORED UNDER COVER AND ABOVE GROUND.

B. ALL PRODUCTS SHALL BE SHIPPED TO THE JOB SITE IN UNOPENED CARTONS, CONTAINERS, ETC., AS RECEIVED FROM THE MANUFACTURER.

C. ALL ROOF MOUNTED AND/OR WALL MOUNTED AND/OR GROUND MOUNTED DEVICES: EQUIPMENT AND SYSTEMS SHALL BE CONSTRUCTED, DESIGNED AND FASTENED TO WITHSTAND WIND LOADS OF VELOCITIES UP TO 155 MPH. STRUCTURAL CALCULATIONS THUS EQUIPMENT SHALL BE COMPLETED IN ACCORDANCE WITH FLORIDA BUILDING CODE REQUIREMENTS AND SUBMITTED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA OR PRODUCTS SHALL BE LABELED TO MEET THE FLORIDA PRODUCT APPROVAL RATING.

PART 2 PRODUCTS:

2.1 DIRECT EXPANSION SPLIT SYSTEM AIR CONDITIONING UNITS

A. CABINET:
A.1. CONSTRUCTION: SINGLE WALL.
A.1.1. EXTERIOR CASING: GALVANIZED STEEL WITH BAKED-ENAMEL PAINT FINISH WITH LIFTING LUGS AND KNOCKOUTS FOR ELECTRICAL AND PIPING CONNECTIONS. PROVIDE CORROSION RESISTANCE COATING TO ALL EXTERIOR COILS.

B. INTERIOR CASING - GALVANIZED STEEL:
B.1. BASE RAILS: GALVANIZED-STEEL RAILS FOR MOUNTING ON HOUSEKEEPING PAD.
B.2. SERVICE DOORS: HINGED ACCESS DOORS WITH NEOPRENE GASKETS.
B.3. INTERNAL INSULATION: FIBROUS-GLASS DUCT LINING COMPLYING WITH ASTM C 1071, TYPE II.
B.3.1. THICKNESS: 1 INCH (25 MM).
B.3.2. INSULATION ADHESIVE: COMPLY WITH ASTM C 916, TYPE I.
B.4. MECHANICAL FASTENERS: GALVANIZED STEEL, SUITABLE FOR ADHESIVE ATTACHMENT, MECHANICAL ATTACHMENT, OR WELDING ATTACHMENT TO CASING WITHOUT DAMAGING LINER AND WITHOUT CAUSING AIR LEAKAGE WHEN APPLIED AS RECOMMENDED BY MANUFACTURER.
B.5. CONDENSATE DRAIN PANS: FORMED SECTIONS OF STAINLESS-STEEL SHEET DESIGNED FOR SELF-DRAINAGE. FABRICATE PANS WITH SLOPES TO PRECLUDE BUILDUP OF MICROBIAL SLIME. PROVIDE FLOAT SWITCH.

C. SUPPLY-AIR FAN:
C.1. FAN: FORWARD-CURVED CENTRIFUGAL; STATICALLY AND DYNAMICALLY BALANCED, GALVANIZED STEEL, MOUNTED ON SOLID-STEEL SHAFT WITH SELF-ALIGNING, PERMANENTLY LUBRICATED BALL BEARINGS.
C.2. MOTOR: TOTALLY ENCLOSED-SPEED MOTOR.
C.3. DRIVE: DIRECT DRIVE OR V-BELT DRIVE WITH MATCHING FAN PULLEY AND ADJUSTABLE MOTOR SHEAVES AND BELT ASSEMBLY WITH MINIMUM 1.4 SERVICE FACTOR.
C.4. MOUNTING: FAN WHEEL, MOTOR, AND DRIVES SHALL BE MOUNTED IN FAN CASING WITH SPRING ISOLATORS.

D. REFRIGERATION SYSTEM:
D.1. FABRICATE AND LABEL REFRIGERATION SYSTEM TO COMPLY WITH ASHRAE 15, "SAFETY CODE FOR MECHANICAL REFRIGERATION."
D.2. COMPRESSORS: RECIPROCATING OR SCROLL COMPRESSORS WITH INTEGRAL VIBRATION ISOLATORS, INTERNAL OVERCURRENT AND OVERTEMPERATURE PROTECTION, INTERNAL PRESSURE RELIEF.
D.3. EER AND COP: 13 EER AND 11.8 COP VALUES AS DEFINED BY ASHRAE/IESNA 90.1, "ENERGY EFFICIENT DESIGN OF NEW BUILDINGS EXCEPT LOW-RISE RESIDENTIAL BUILDINGS."
D.4. REFRIGERANT: R-410A ON ALL NEW SYSTEMS.
D.5. REFRIGERATION SYSTEM SPECIALTIES: EXPANSION VALVE WITH REPLACEABLE THERMOSTATIC ELEMENT
D.6. REFRIGERANT DRYER.
D.7. HIGH-PRESSURE SWITCH.
D.8. LOW-PRESSURE SWITCH.
D.9. THERMOSTAT FOR COIL FREEZE-UP PROTECTION DURING LOW AMBIENT TEMPERATURE OPERATION OR LOSS OF AIR.
D.10. BRASS SERVICE VALVES INSTALLED IN DISCHARGE AND LIQUID LINES.
D.11. OPERATING CHARGE OF REFRIGERANT.

E. CAPACITY CONTROL
E.1. HOT-GAS BYPASS REFRIGERANT CONTROL FOR CAPACITY CONTROL WITH CONTINUOUS DEHUMIDIFICATION ON A SINGLE COMPRESSOR.

F. REFRIGERANT COILS
F.1. EVAPORATOR AND CONDENSER COILS SHALL BE DESIGNED, TESTED, FABRICATED, AND RATED ACCORDING TO ARI 410 AND ASHRAE 33. COILS SHALL BE LEAK TESTED UNDER WATER WITH AIR AT 315 PSIG (2170 KPA). CONDENSER COILS SHALL BE COATED FROM THE FACTORY WITH A PHENOLIC EPOXY COATING TO MITIGATE COIL CORROSION OUTDOORS.
F.2. CAPACITY REDUCTION: CIRCUIT COILS FOR FACE CONTROL.
F.3. TUBES: COPPER.
F.4. FINS: ALUMINUM
F.5. FIN AND TUBE JOINT: MECHANICAL BOND.
F.6. SUCTION AND DISTRIBUTOR: SEAMLESS COPPER TUBE WITH BRAZED JOINTS.
F.7. COATING: PHENOLIC EPOXY CORROSION-PROTECTION COATING ON BOTH COILS.
F.8. SOURCE QUALITY CONTROL: TEST TO 450 PSIG (3105 KPA), AND TO 300 PSIG (2070 KPA) UNDERWATER.

G. CONDENSER FAN: PROPELLER TYPE, DIRECTLY DRIVEN BY MOTOR.

H. SAFETY CONTROLS:
H.1. COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTOR LOW AMBIENT LOCKOUT.
H.2. OVERCURRENT PROTECTION FOR COMPRESSOR MOTOR AND OUTSIDE-COIL FAN MOTORS.

I. FILTERS:
I.1. COMPLY WITH NFPA 90A.
I.2. DISPOSABLE PLEATED FILTERS: 2-INCH- (50-MM-) THICK, FACTORY-FABRICATED, FLAT-PANEL-TYPE, DISPOSABLE AIR FILTERS WITH HOLDING FRAMES.
I.3. FILTER MEDIA TO BE INTERLACED GLASS FIBERS SPRAYED WITH NONFLAMMABLE ADHESIVE.
I.4. FILTER FRAMES TO BE GALVANIZED STEEL.

J. CONTROLS
J.1. FACTORY-WIRE CONNECTION FOR CONTROLS' POWER SUPPLY.
J.2. CONTROL DEVICES, INCLUDING SENSORS, TRANSMITTERS, RELAYS, SWITCHES, THERMOSTATS, HUMIDISTATS, DETECTORS, OPERATORS, ACTUATORS, AND VALVES, SHALL BE MANUFACTURER'S STANDARD ITEMS TO ACCOMPLISH INDICATED CONTROL FUNCTIONS.
J.3. UNIT CONTROLS: SOLID-STATE CONTROL BOARD AND COMPONENTS WITH FIELD-ADJUSTABLE CONTROL PARAMETERS.
J.4. SUPPLY-FAN CONTROL: UNITS SHALL BE ELECTRICALLY INTERLOCKED WITH CORRESPONDING EXHAUST FANS, TO OPERATE CONTINUOUSLY WHEN EXHAUST FANS ARE RUNNING. TIME CLOCK SHALL SWITCH OPERATION FROM OCCUPIED TO UNOCCUPIED. NIGHT SETBACK THERMOSTAT SHALL CYCLE FAN DURING UNOCCUPIED PERIODS TO MAINTAIN SPACE TEMPERATURE.
J.5. TIMER: SEVEN-DAY ELECTRONIC CLOCK.

K. OPTIONS:
K.1. WHERE INDICATED ON THE PLANS, SCHEDULES OR DETAILS PROVIDE THE FOLLOWING:
K.1.1. HIGH STATIC FAN.
K.1.2. VFD ON FAN FOR VARIABLE AIR VOLUME CONTROL.
K.1.3. HOT GAS REHEAT MODULE WITH DEHUMIDIFICATION CAPABILITIES AND ASSOCIATED CONTROLS.
K.1.4. INTEGRAL DISCONNECT.
K.1.5. SINGLE POINT POWER.

2.2 CONDENSATE PIPING:

CONDENSATE PIPING SHALL BE TYPE "M" COPPER OR SCHEDULE 40 PVC. IF COPPER IS USED, INSULATE WITH 1" ARMAFLEX OR APPROVED EQUAL. TRANSITION TO COPPER SHALL BE MADE BEFORE PIPE ENTERS RETURN AIR PLENUM. DO NOT INSTALL PVC PIPING IN ANY RETURN AIR PLENUM. ARMAFLEX SHALL BE RATED FOR USE IN RETURN AIR PLENUM. PAINT ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION. INSTALL SHALL YIELD CONDENSATE FREE OPERATION AND SHALL BE IN ACCORDANCE TO MANUFACTURER'S RECOMMENDATIONS.

A. MINIMUM CONDENSATE PIPING SIZE SHALL BE AS FOLLOWS.

UP TO	5 TONS	1"
5 TO	30 TONS	1-1/4"
LARGER THAN	30 TONS	2"

BASED ON TOTAL CAPACITY OF A/C UNITS CONNECTED TO BRANCH OR MAIN CONDENSATE DRAIN.

2.3 REFRIGERANT PIPING:

A. REFRIGERANT PIPING SHALL BE HARD TEMPERED, SEAMLESS COPPER TUBING TYPE L-ARC CONFORMING TO ASTM SPECIFICATION B-88. MANUFACTURERS NAME OR TRADEMARK AND TYPE OF TUBING SHALL BE IDENTIFIED AT 3-FOOT INTERVALS. FITTINGS SHALL BE FROST PROOF TYPE AND ELBOWS SHALL BE LONG RADIUS SOLDER TYPE. WHEN ASSEMBLING CUT PIPE SQUARE, CLEAN AND POLISH TUBE ENDS ALSO INNER SURFACE OF FITTINGS. APPLY FLUX AND SOLDER JOINTS AS RECOMMENDED BY MANUFACTURER OF SOLDER TYPE FITTINGS. SOLDER WITH 15% SILVER CONTENT, EQUAL TO SIL-FLOS 15.

B. REFRIGERANT PIPING SHALL BE SIZED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS. INSULATE SUCTION LINES WITH 1" ARMAFLEX, RATED FOR USE IN RETURN PLENUM. COVER ARMAFLEX INSULATION IN EXTERIOR LOCATIONS WITH ALUMINUM JACKETING, FITTINGS AND STRAPPING FOR UV AND PHYSICAL PROTECTION.

2.4 DUCTWORK:

A. ALL DUCTWORK SHALL BE FABRICATED AND INSTALLED IN STRICT ACCORDANCE WITH SMACNA STANDARDS.

B. OUTSIDE AIR DUCTWORK AND PLENUMS SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, G90TYPE) WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER.
B.1. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

C. EXHAUST AIR DUCTWORK SHALL BE LOW PRESSURE GALVANIZED METAL DUCT (GALVANIZED STEEL, 590 TYPE). INSULATE DUCTWORK WITHIN 10FT OF EXTERIOR TERMINATION POINT WITH 2" FIBERGLASS WRAP AND VAPOR BARRIER. DUCTWORK FURTHER THAN 10FT FROM EXTERIOR TERMINATION POINT DOES NOT NEED TO BE INSULATED IF LOCATED WITHIN A PLENUM OR CONDITIONED AREA.

D. SUPPLY AND RETURN DUCTWORK SHALL BE LOW OR MEDIUM PRESSURE GALVANIZED G90 TYPE SHEET METAL DUCT AND SHALL BE EXTERNALLY WRAPPED WITH 2" FIBERGLASS INSULATION (MIN. R-6) AND VAPOR BARRIER.
D.1. LOW PRESSURE DUCTWORK SHALL BE ANY DUCTWORK CONVEYING AIR OR GASES LESS THAN 2000FPM OR LESS THAN 2.0" INCHES W.C..
D.2. MEDIUM PRESSURE DUCTWORK SHALL BE DUCTWORK CONVEYING AIR OR GASES ABOVE 2000FPM OR 2.0" W.C. OR HIGHER.
D.3. DUCTWORK SHALL BE CONSTRUCTED TO ADHERE TO THE ASSOCIATED SMACNA DUCT PRESSURE CLASS REQUIREMENTS/STANDARDS.
D.4. IF FOUND ACCEPTABLE TO THE OWNER AND ENGINEER, FIBERGLASS DUCT BOARD CAN BE USED IN PLACE OF SHEET METAL DUCTWORK. FIBERGLASS DUCTBOARD SHALL HAVE ACHIEVE SAME MIN. R-VALUE (MIN. 1" THICKNESS). INTERIOR FACE (AND/OR ANY SURFACE COMMUNICATING WITH THE AIR STREAM) SHALL HAVE ANIT-MICROBIAL COATING.

E. FURNISH AND INSTALL ALL EXTRACTORS, TURNING VANES, SPLITTER DAMPERS, FIRE DAMPERS, ETC., PER SMACNA AND AS SHOWN ON PLANS.

F. SEAL DUCTWORK AFTER INSTALLATION TO SEAL CLASS RECOMMENDED, AND METHOD PRESCRIBED IN SMACNA STANDARDS.

G. ALL DUCTWORK INSTALLED IN AN ATTIC, OR OTHER UNCONDITIONED SPACE, SHALL BE INSULATED. ALL METAL SUPPLY DUCTWORK INSTALLED IN A VENTILATED CRAWL SPACE OR OTHER NONCONDITIONED AREA SHALL BE INSULATED. INSULATION SHALL BE A MINIMUM 2 IN THICK, 3/4 POUND DENSITY BLANKET OR 1 IN THICK, 1-1/2 LB. DENSITY LINER. WHEN DUCTS USED FOR COOLING ARE EXTERNALLY INSULATED, THE INSULATION SHALL BE COVERED WITH A VAPOR BARRIER HAVING A MAXIMUM PERMEANCE OF 0.05 PERMS OR ALUMINUM FOIL HAVING A MINIMUM THICKNESS OF 2 MILS. WHEN NONMETALLIC DUCTS OR OTHER APPROVED INSULATING OR LINING MATERIALS ARE USED, THE MAXIMUM THERMAL CONDUCTANCE VALUE OF THE MATERIAL SHALL BE 0.23 AT 75□F. ALL EXTERIOR DUCTS AND INSULATION, SHALL BE PROPERLY PROTECTED WITH AN APPROVED WEATHERPROOF VAPOR BARRIER.

H. ALL EXTERIOR DUCTWORK SHALL BE SHEETMETAL DUCTWORK WITH EXTERNAL RIGID FIBERGLASS INSULATION (MIN. R-7) WITH CORNER ANGLES AND SHEET METAL JACKETING SEALED WITH FLEX-CLAD 400.

I. VIBRATION ISOLATION CONNECTORS BETWEEN DUCTS AND MECHANICAL SYSTEMS SHALL BE OF AN APPROVED FLAME RETARDANT FABRIC, AND SHALL BE 10 IN OR LESS IN LENGTH. ON COMMERCIAL SYSTEMS, A SLEEVE JOINT PACKED WITH AN APPROVED MATERIAL HAVING A MAXIMUM FLAMESPREAD RATING OF 25 AND MAXIMUM SMOKE DEVELOPED RATING OF 50 MAY BE USED.

2.5 EXHAUST AND VENTILATION FANS:

A. PROVIDE EXHAUST FANS AS SCHEDULED. ALL DIRECT DRIVE FANS SHALL BE FURNISHED WITH A SPEED CONTROLLER. ANY ECM MOTORS SHALL BE FURNISHED WITH A POTENTIOMETER SPEED CONTROLLER. ALL ROOFTOP FANS SHALL BE FURNISHED WITH A MANUFACTURER FABRICATED ROOF CURB (ACOUSTICALLY INSULATED WHERE NOTED ON THE SCHEDULE). WHERE FOUND FULLY COMPLIANT WITH THIS SPECIFICATIONS SECTION AND EQUIVALENT TO THE SCHEDULED EQUIPMENT, FANS FROM THE FOLLOWING MANUFACTURER'S ARE ACCEPTABLE: GREENHECK, LOREN COOK AND PENNBARRY. CORPORATE APPROVAL IS REQUIRED FOR ANY UNIT NOT SPECIFICALLY PRESCRIBED BY DIP 3.4 APPENDIX A. ALTERNATE UNITS WILL BE REVIEWED BY CORPORATE CONSULTING ENGINEER AT FRANCHISEE EXPENSE.

B. PROVIDE CENTRIFUGAL ROOF EXHAUST FANS:

1. DIRECT OR ADJUSTABLE PITCH BELT DRIVE AS SCHEDULED.
2. HOUSING HEAVY GAUGE, ALUMINUM, WEATHERPROOF.
3. WHEELS CENTRIFUGAL TYPE.
4. MOTOR OUTSIDE OF AIR STREAM IN ISOLATED MOTOR COMPARTMENT WITH FORCED OUTSIDE AIR COOLING FAN MOTOR.
5. FAN AND MOTOR ON VIBRATION ISOLATION MOUNTS.
6. MOTORS CONTINUOUS DUTY TYPE PERMANENTLY LUBRICATED BEARINGS HAVING A MINIMUM AVERAGE LIFE OF L10-40,000 HOURS. FACTORY WIRED TO JUNCTION BOX WITH DISCONNECT SWITCH.
7. TIP SPEED AND MOTOR HORSEPOWER SHALL NOT EXCEED CATALOG RATINGS.
8. ACCESSORIES TO INCLUDE 18" SOUND ATTENUATING CURB, BIRD SCREEN, BACK DRAFT DAMPER AND HINGED SUB_BASE FOR DAMPER ACCESS

2.6 CONTROLS:

A. THERMOSTATS:

A.1. PROVIDE WIFI THERMOSTAT. THERMOSTAT SHALL BE EITHER "HONEYWELL TH8321WF" OR "ECOBEE3". NO SUBSTITUTIONS ALLOWED. THERMOSTAT SHALL HAVE MULTIPLE STAGE APPLICATIONS, AUTOMATIC CHANGEOVER, 7-DAY PROGRAM WITH AUTO-ON FAN AND AUTO-OFF SYSTEM SWITCHES. REFER TO THERMOSTAT DIAGRAM. UNIT SHALL BE FULLY COMPATIBLE WITH UNIT SERVED.

2.7 SEALANTS:

A. ALL VOIDS, CRACKS, HOLES AND SPACES AROUND DUCTS AND PIPES PENETRATING FIRE RATED CEILINGS AND WALLS SHALL BE SEALED USING 3 M BRAND "FIRE BARRIER" CAULK # CP 25 OR PUTTY #303. THE CAULK OR PUTTY SHALL BE A ONE PART, INTUMESCENT ELASTOMER. UNDER NORMAL ENVIRONMENTAL CONDITIONS THE MATERIAL SHALL BE NON CORROSIVE TO METAL. WHEN EXPOSED TO FLAME OR HEAT, IT SHALL BE CAPABLE OF EXPANDING UP TO 10 TIMES.

2.8 HANGARS AND SUPPORTS:

A. PIPE HANGERS: WHERE NEEDED, SHALL BE GRINNEL #260 CLEVIS TYPE, 5'-0" ON CENTER, SECURELY ATTACHED TO BUILDING CONSTRUCTION. SPACE AT MIN. 5'-0" INTERVALS.

B. PIPE SUPPORT:
ATTACH LINES SECURELY ALONG PAD/FLOOR/EQUIPMENT/STRUCTURE TO PREVENT MOVEMENT. SUPPORT IN A MANNER THAT LINES DO NOT HANG FROM EVAPORATOR CONNECTIONS OR BLOCK ACCESS TO FILTERS, CONTROLS, ETC.

SUPPORT AT MIN. 8'-0" INTERVALS FOR VERTICAL PIPES, 5'-0" FOR SUSPENDED HORIZONTAL PIPING.

C. PROVIDE ALL NECESSARY HANGER RODS, CLAMPS AND ATTACHMENTS TO PROPERLY INSTALL AND SUPPORT DUCTWORK, PIPING AND EQUIPMENT FROM THE BUILDING STRUCTURE. PROVIDE ANY ANGLE IRON OR UNISTRUT AND SUSPENSION RODS REQUIRED TO INSTALL EQUIPMENT, PIPING AND DUCTWORK.ALL SUPPORTS EXPOSED TO OUTDOORS SHALL BE CLEANED, PRIMED AND PAINTED TO PREVENT RUSTING. FINISH COLOR AS SELECTED BY OWNER. THE USE OF BALING WIRE OR PERFORATED METAL STRAPPING IS NOT ACCEPTABLE FOR SUPPORTS.

PART 3 EXECUTION:

3.1 ERECTION AND WORKMANSHIP:

A. THE CONTRACTOR SHALL ADAPT HIS WORK TO JOB CONDITIONS AND MAKE SUCH CHANGES AS REQUIRED AND PERMITTED BY THE ARCHITECT, SUCH AS MOVING HIS WORK TO CLEAR BEAMS, JOISTS, LIGHT FIXTURES, AND ADJUSTING HIS RISERS OR OTHER APPARATUS TO AVOID INTERFERENCES WITH WINDOWS AND OPENINGS; OR RAISING OR LOWERING HIS WORK TO PERMIT THE PASSING OF DUCTWORK OR THE WORK OF OTHER TRADES; ALL AS REQUIRED OR AS JOB CONDITIONS DICTATE, WITHOUT ANY ADDITIONAL COSTS TO THE OWNER.

B. ALL APPLIANCES AND EQUIPMENT SHALL BE INSTALLED AND CONNECTED WITH THE BEST ENGINEERING PRACTICES AND IN ACCORDANCE WITH THE MANUFACTURERS BEST INSTRUCTIONS AND RECOMMENDATIONS. ALL PIPING, VALVES, CONNECTIONS, AND SIMILAR ITEMS RECOMMENDED BY THE MANUFACTURER OR AS REQUIRED FOR PROPER OPERATION SHALL BE PROVIDED COMPLETE, WITHOUT ADDITIONAL COST TO THE OWNER.

C. ALL PIPES, FIXTURES, TRAPS, EQUIPMENT, AND OTHER PARTS OF THE CONTRACTOR'S WORK SHALL BE PROTECTED AGAINST INJURY BY FREEZING OR OTHER MEANS DURING CONSTRUCTION. CONTRACTOR SHALL IDENTIFY ALL ITEMS REQUIRED FOR COMPLETE INSTALLATION AND COMPARE TO EQUIPMENT TO BE FURNISHED. ANY ADDITIONAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO INSTALLATION.

D. UPON COMPLETION, AND BEFORE FINAL ACCEPTANCE OF THE WORK, ALL DEBRIS, RUBBISH, LEFTOVER MATERIALS, TOOLS, AND EQUIPMENT SHALL BE REMOVED FROM THE SITE.

E. ALL SECTIONS OF THE HEATING AND COOLING SYSTEM, UPON COMPLETION, SHALL BE THOROUGHLY CLEANED TO REMOVE ALL DIRT, DEBRIS, ETC., BEFORE THE SYSTEM IS PUT INTO OPERATION.

3.2 GUARANTEE AND SERVICE:

A. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR AFTER DATE OF ACCEPTANCE WITH AN ADDITIONAL FOUR (4) YEAR WARRANTY ON ALL COMPRESSORS, AND SHALL REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER, ANY PART THEREOF WHICH MAY BECOME DEFECTIVE WITHIN THE PERIOD OF GUARANTEE, ORDINARY WEAR AND TEAR EXPECTED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND PAY FOR ANY DAMAGE CAUSED BY OR RESULTING FROM DEFECTS IN HIS WORK.

B. IN ADDITION, CONTRACTOR SHALL PROVIDE FREE SERVICE, INSPECTION AND ADJUSTMENT OF THE COMPLETE SYSTEM, INCLUDING ALL CONTROLS, AND ANY NECESSARY BALANCING AND ADJUSTMENTS WHICH MAY DEVELOP FOR ONE (1) YEAR BEGINNING FROM DATE OF ACCEPTANCE EXCEPT FOR OILING OF MOTORS AND REPLACING AIR FILTERS.

3.3 TEST AND BALANCE:

A. MECHANICAL CONTRACTOR SHALL TEST AND BALANCE ALL AIR AND WATER SYSTEMS IN ACCORDANCE WITH AND BY A CERTIFIED TEST AND BALANCE AGENCY IN ACCORDANCE WITH ASSOCIATED AIR BALANCE COUNCIL (AABC).

B. THE HEATING, VENTILATING AND/OR COOLING SYSTEMS INSTALLED UNDER THIS CONTRACT SHALL BE TESTED TO DEMONSTRATE THAT SPECIFIED CAPACITIES OF THE VARIOUS PARTS OF THE SYSTEM AS SHOWN ON THE DRAWINGS CAN BE MET.

C. A DIRECT READING VELOCITY INSTRUMENT THAT HAS BEEN RECENTLY TESTED AND CALIBRATED SHALL BE USED TO TEST THE AIR FLOW IN THE VARIOUS DUCT INLETS AND OUTLETS.

D. THE CONTRACTOR SHALL REGULATE AND ADJUST ALL SPLITTER, DEFLECTORS AND DAMPERS SO THAT THE INLET OR OUTLET SHALL DELIVER OR REMOVE THE REQUIRED NUMBER OF CUBIC FEET OF AIR PER MINUTE (CFM) AT THE RESPECTIVE OPENINGS.

E. THIS SHALL INCLUDE SETTING UP DAMPER POSITION FOR MINIMUM OUTSIDE AIR DAMPERS AND SHALL BE MARKED AS SAME.

F. ALL TESTS SHALL BE CONDUCTED IN THE PRESENCE OF THE CONSTRUCTION SUPERINTENDENT, OR HIS REPRESENTATIVE AND HE SHALL BE NOTIFIED 2 DAYS PRIOR TO THE TIME OF TESTING.

G. THE CONTRACTOR SHALL FURNISH ALL INSTRUMENTS, TESTING EQUIPMENT AND PERSONNEL THAT MAY BE REQUIRED FOR THE TESTS.

H. THE CONTRACTOR SHALL SUBMIT TO ARCHITECT/ENGINEER TWO (2) COPIES OF HIS FINAL CERTIFIED TEST READINGS WITH THE FOLLOWING INFORMATION:

1. STATIC RESISTANCE IN INCHES OF WATER INTAKE AND DISCHARGE FOR EACH SYSTEM.
2. THE RPM OF EACH FAN OR UNIT.
3. THE VOLUME OF AIR HANDLED BY EACH FAN OR UNIT (QUANTITIES OF SUPPLY, RETURN, OUTSIDE AIR).

3.4 VIBRATION AND NOISE:

A. PROVIDE APPROVED VIBRATION ISOLATORS AND ACOUSTIC INSULATION AS REQUIRED TO ELIMINATE ANY OBJECTIONABLE NOISE OR VIBRATION RESULTING FROM THE OPERATING OF THE AIR CONDITIONING, HEATING AND VENTILATING SYSTEMS.

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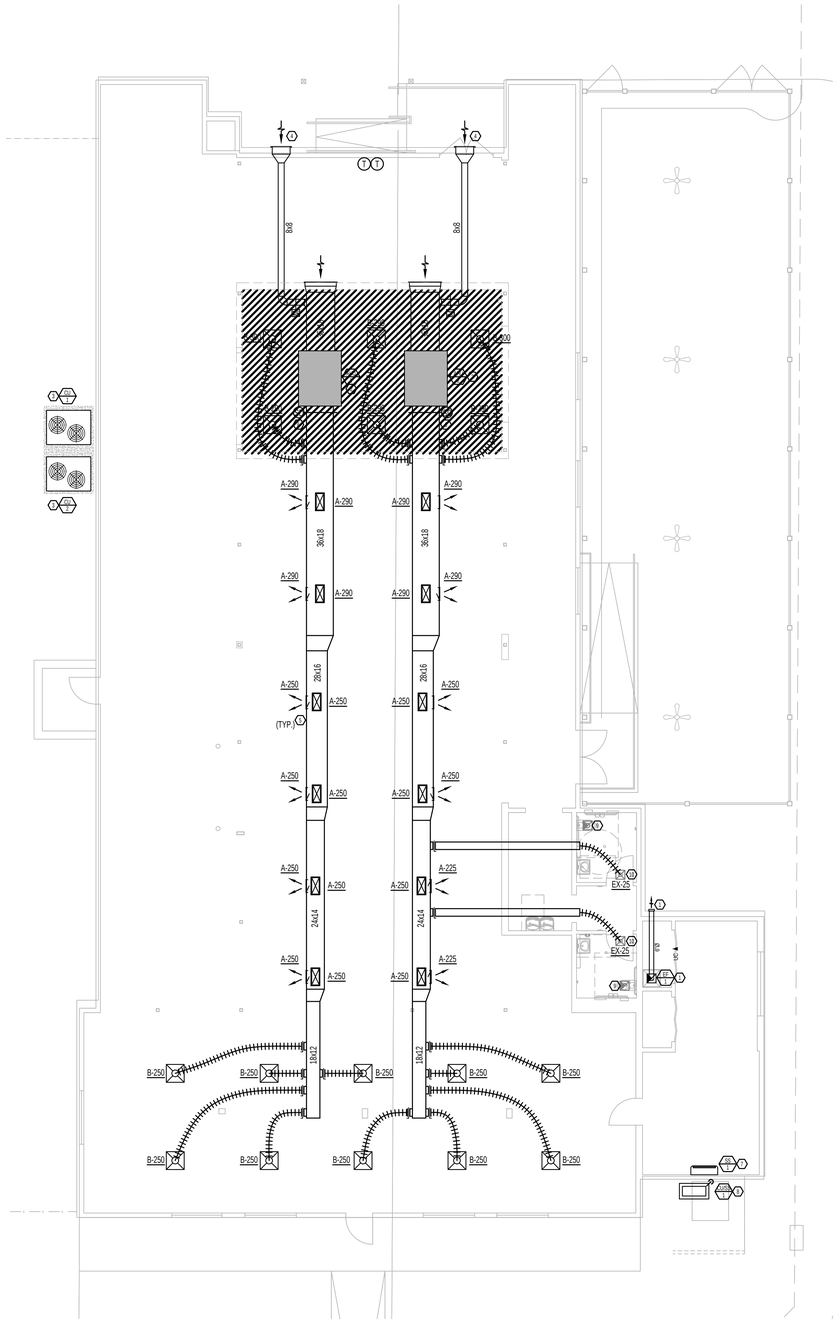

FLOOR PLAN – MECHANICAL

SCALE: 1/8" = 1'-0"

1 M-201

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES AND STANDARDS.
2. PROVIDE DUCT ACCESS DOOR FOR ALL S/FDPR, SDPR AND FDPR.
3. PROVIDE A VOLUME DAMPER ON ALL BRANCH DUCTWORK AND ANY RUNOUT TO A SUPPLY DIFFUSER, RETURN GRILLE OR EXHAUST GRILLE, WHETHER SHOWN OR NOT ON THE DRAWINGS.
4. ALL VOLUME DAMPERS INSTALLED ABOVE GYPSUM BOARD CEILING SHALL HAVE A REMOTELY OPERATED DAMPER.
5. PROVIDE VOLUME DAMPERS ON EACH BATHROOM EXHAUST GRILLE.
6. THE CONTRACTOR SHALL PROVIDE THE AIRFLOWS, QUANTITIES AND GENERAL LOCATIONS OF AIR TERMINAL DEVICES AS SHOWN ON THIS PLAN. THOUGH, EXACT CEILING MOUNTED AIR TERMINAL DEVICE CEILING GRID LOCATIONS SHALL BE PER THE ARCHITECTURAL REFLECTED CEILING PLAN AND COORDINATED WITH ALL OTHER CEILING MOUNTED DEVICES PRIOR TO INSTALLATION.
7. FULLY COORDINATE CEILING MOUNTED AIR TERMINAL DEVICES WITH THE ARCHITECTURAL REFLECTED CEILING PLANS AND OTHER CEILING MOUNTED DEVICES PRIOR TO INSTALLATION.
8. SEE AIR DEVICE SCHEDULE FOR DIFFUSER/GRILL NECK AND/OR DUCT CONNECTION SIZES.
9. ALL EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. MAINTAIN ALL MANUFACTURER'S RECOMMENDED SERVICE CLEARANCES AROUND EACH PIECE OF EQUIPMENT.
10. PROVIDE ACCESS TO ALL COMPONENTS REQUIRING PERIODIC INSPECTION AND SERVICE THAT ARE LOCATED WITHIN THE SPACE OR REQUIRE ACCESS THROUGH THE SPACE. LABEL ACCESS DOORS AND PANELS OR CEILING TILES UTILIZED FOR ACCESS WITH THE NAME OF THE HIDDEN COMPONENT(S). DEMONSTRATE ACCESS TO ALL HIDDEN COMPONENTS FOR THE FIELD REPRESENTATIVE PRIOR TO OCCUPANCY.
11. DO NOT LOCATE ANY MECHANICAL INTAKE (I.E. ROOF OA INTAKE) WITHIN 10FT OF ANY MECHANICAL EXHAUST POINT/EXHAUST FAN.
12. PRIOR TO BID, THE CONTRACTOR SHALL VISIT THE SITE TO VERIFY ALL EXISTING CONDITIONS AND MECHANICAL EQUIPMENT LOCATIONS AND QUANTITIES. THE CONTRACTOR IS SOLELY RESPONSIBLE TO LOCATE AND IDENTIFY EXISTING CONDITIONS THAT ARE PERTINENT TO THIS SCOPE OF WORK. ANY MODIFICATIONS THAT ARE THE RESULT OF FIELD CONDITIONS SHALL BE INCORPORATED INTO THE CONTRACTOR'S BASE BID.
13. ALL DUCTWORK SHALL BE ROUTED AS TIGHT TO STRUCTURE AS POSSIBLE. COORDINATE DUCT ROUTING WITH BUILDING STRUCTURE, OTHER TRADES (I.E. SPRINKLER PIPING, LIGHTING...ETC.) AND ARCHITECTURAL PLANS/CEILING FEATURES.
14. ALL WORK, INFRASTRUCTURE AND EQUIPMENT SHOWN SHALL BE PROVIDED "NEW".

KEY NOTES: (X)

1. ROUTE 6"Ø EXHAUST DUCT FROM CEILING MOUNTED EXHAUST FAN TO WALL CAP ON EXTERIOR WALL. INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS AND COORDINATE WALL CAP FINISH WITH OWNER AND ARCHITECT.
2. PROVIDE (2) NEW AIR HANDLER UNITS (AHU-1 & AHU-2). MOUNT AHUS IN CEILING CAVITY FROM STRUCTURE & MAINTAIN ALL REQUIRED CLEARANCES PER MANUFACTURE'S INSTALLATION INSTRUCTIONS. PROVIDE AHUS WITH A BI-POLAR IONIZATION UNIT, EQUAL TO "GPS IMOD/IBAR", MOUNTED DOWNSTREAM OF THE FILTER RACK AND UPSTREAM OF THE COOLING COIL. ROUTE CONDENSATE PIPING TO EXTERIOR AND TERMINATE A MINIMUM OF 8" ABOVE GREENERY OR SHRUBBERY. ROUTE REFRIGERANT LINES PER MANUFACTURERS INSTALLATION INSTRUCTION. CONTRACTOR SHALL ENSURE, DURING MOUNTING, PROPER ACCESS TO UNIT FOR MAINTENANCE. PROVIDE ACCESS PANELS AS REQUIRED/NECESSARY.
3. INSTALL CONDENSING UNITS ON 4" TURNED DOWN HOUSEKEEPING PAD EXTENDING 6" IN ALL DIRECTIONS FROM EQUIPMENT. COORDINATE EXACT CONDENSING UNITS LOCATIONS WITH OWNER. ROUTE REFRIGERANT LINES FROM EXTERIOR CONDENSING UNITS TO AIR HANDLING UNITS. ROUTE, SIZE AND INSULATE PER MANUFACTURER'S RECOMMENDATIONS. COAT ALL EXPOSED EXTERIOR INSULATION WITH 2 COATS OF MOISTURE AND UV PROTECTANT.
4. PROVIDE OUTSIDE AIR LOUVER ON EXTERIOR WALL FOR AHU-1 & AHU-2, EQUAL TO "RUSKIN EME520MD 18"x12". INSTALL PER MANUFACTURERS INSTALLATION INSTRUCTIONS AND COORDINATE LOUVER FINISH WITH OWNER AND ARCHITECT.
5. SUPPLY AIR DIFFUSERS ARE SIDEWALL AND/OR BOTTOM MOUNTED. SEE DIFFUSER SCHEDULE AND DETAILS.
6. PROVIDE SMOKE DETECTORS IN SUPPLY AIR DUCTWORK AS NECESSARY TO MEET CODE REQUIREMENTS.
7. DUCTLESS MINI-SPLIT MOUNTED HIGH UP ON WALL. PROVIDE WITH MANUFACTURER'S CONDENSATE PUMP AND ROUTE 1-1/4" CONDENSATE PIPING, WITH P-TRAP, TO EXTERIOR AND TERMINATE A MINIMUM OF 8" ABOVE GREENERY OR SHRUBBERY. ROUTE REFRIGERANT LINES FROM INDOOR UNIT, UP WITHIN CEILING, TO EXTERIOR WALL AND DOWN TO EXTERIOR PAD MOUNTED CONDENSING UNIT. INSULATE AND SIZE REFRIGERANT LINES PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND COAT ALL EXPOSED REFRIGERANT PIPING INSULATION WITH 2 COATS UV AND MOISTURE PROTECTANT.
8. DUCTLESS MINI-SPLIT SYSTEM CONDENSING UNIT. MOUNT ON 4" TURNED DOWN HOUSE KEEPING PAD AND COORDINATE DISCONNECT LOCATION WITH ELECTRICAL CONTRACTOR.
9. EXISTING EXHAUST FAN AND DUCTWORK SYSTEM EXISTING TO REMAIN.
10. EXISTING DIFFUSER TO REMAIN. CONNECT NEW FLEX DUCT TO DIFFUSER.

GENERAL DEMOLITION NOTES:

1. ALL WORK SHALL BE COMPLETED TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE CODES AND STANDARDS.
2. ALL EXISTING CONDITIONS DEPICTED ON THIS PLAN ARE FROM OBSERVABLE SITE CONDITIONS. AS SUCH, PRIOR TO BID, THE CONTRACTOR SHALL VISIT THE SITE TO CONFIRM ALL EQUIPMENT LOCATIONS, SIZES, QUANTITIES, SERVICE AND SUITABILITY FOR USE AS CALLED FOR WITHIN THESE PLANS. IF ANY CONFLICT ARISES BETWEEN FIELD CONDITIONS AND THOSE REPRESENTED ON THIS PLAN, THE CONTRACTOR SHALL INFORM THE ARCHITECT/ENGINEER IN WRITING AND ASK FOR DIRECTION PRIOR TO BID AND COMMENCING WORK. IF THE CONTRACTOR FAILS TO IDENTIFY ANY CONDITION THAT AFFECTS ASSOCIATED MECHANICAL PRICING PRIOR TO BID, THE CONTRACTOR IS SOLELY RESPONSIBLE TO MODIFY THE SCOPE OF WORK IN THE FIELD TO MEET THE INTENT OF THE DOCUMENTS.
3. ALL EXISTING HVAC SYSTEMS, BESIDES RESTROOM EXHAUST FANS, TO BE DEMOLISHED AND REPLACED WITH NEW. EXISTING RESTROOM EXHAUST FANS EXISTING TO REMAIN.

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PROJECT
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LOCATION
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NEW SMYRNA BEACH, FL. 32168

AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	**24-019**
PROJECT MANAGER:	-
DRAWN BY:	**JS/SP/RS**
APPROVED BY:	**BLS/LMS**

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
MECHANICAL
FLOOR PLAN

SHEET NUMBER: M-201

REV. △

DX SPLIT SYSTEM - CONDENSING UNIT SCHEDULE

UNIT NO.	SECTION BASED ON		SERVING	UNIT DATA				CONDENSER FAN MOTOR				COMPRESSOR DATA						UNIT ELECTRIC DATA					NOTES
	MANUFACTURER	MODEL		GROSS CAP. (MBH)	EER / (SEER)	COND. EAT F	REFRIG TYPE	QTY	HP (EACH)	VOLT	PH	QTY	STAGES	VOLT	PH	RLA (EACH)	LRA (EACH)	VOLT	PH	FLA (EACH)	MCA	MOCP	
CU-1	LENNOX	EL150XCSD	AHU-2	150	(16)	95	R-410A	2	1/2	208	1	2	3	208	3	17.6	136	208	3	(3)	46	60	1
CU-2	LENNOX	EL150XCSD	AHU-K	150	(16)	95	R-410A	2	1/2	208	1	2	3	208	3	17.6	136	208	3	(3)	46	60	1

NOTES:
1. MOUNT UNIT ON 4" TURNED DOWN HOUSEKEEPING PAD WITH MIAMI DADE RATED HARDWARE TO MEET ALL APPLICABLE WINDLOADING REQUIREMENTS.

DX SPLIT SYSTEM INDOOR UNIT SCHEDULE

UNIT NO.	SELECTION BASED ON		FAN DATA						COIL DATA							UNIT ELECTRICAL DATA					UNIT WEIGHT	NOTES
	MANUFACTURER	MODEL	TOTAL AIRFLOW (CFM)	OUTSIDE AIR (CFM)	EXT. STATIC P. (IN H20)	MOTOR DATA			NET COOLING CAPICITY (MBH)	NET SENSIBLE CAPICITY (MBH)	MAX CC LAT (°F) DB	HOT GAS REHEAT COIL DATA		ELEC. HEATER DATA		VOLT	PH	BLOWER MOTOR FLA	MCA	MOCP		
						HP	VOLT	PH				HOT GAS REHEAT COIL	HOT GAS REHEAT COIL LAT (°F) DB	KW	LAT (DEG-F)							
AHU-1	LENNOX	EL150XASD	5000	250	0.5	5	208	3	150	108.2	55.0	-	-	15	85	208	3	16.7	60	60	509	1,2,3,4
AHU-2	LENNOX	EL150XASD	5000	250	0.5	5	208	3	150	108.2	55.0	-	-	15	85	208	3	16.7	60	60	509	1,2,3,4

NOTES:
1. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAX REFRIGERANT LINE LENGTH.
2. UNIT SHALL BE HORIZONTAL CONFIGURATION.
3. PROVIDE WITH SINGLE POINT POWER.
4. UNIT SHALL PROVIDE MEANS OF HUMIDITY CONTROL VIA MULTI-STAGE COOLING AND VARIABLE SPEED CONTROL DURING PART LOAD CONDITIONS.

MINI SPLIT - INDOOR UNIT SCHEDULE

UNIT NO.	SELECTION BASED ON		SERVING	FAN DATA							SEER @ AHRI	UNIT ELECTRICAL DATA					NOTES
	MANUFACTURER	MODEL		TOTAL CFM	OUTSIDE AIR CFM	EXT. STATIC P. IN H20	MOTOR DATA					VOLT	PH	FAN FLA	MCA	MOCP	
							WATTS	SPEED	VOLT	PH							
SS-1	MITSUBISHI	PKA-A18HA4	OFFICE	425	N/A	N/A	30	HIGH	208	1	15.3	208	1	0.33	13	20	1-3

NOTES:
1. INDOOR UNIT POWERED FROM OUTDOOR UNIT.
2. INSTALL PER MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAX REFRIGERANT LINE LENGTH. MAX LINE LENGTH 100'MAX TOTAL, 50' MAX ELEVATION.
3. ALL UNITS SHALL BE PROVIDED WITH A CONDENSATE PUMP EQUAL TO "LITTLE GIANT #VCL-14ULS".

MINI SPLIT - CONDENSING UNIT SCHEDULE:

UNIT NO.	SECTION BASED ON		SERVING	UNIT DATA				FAN MOTOR				COMPRESSOR DATA						UNIT ELECTRIC DATA				
	MANUFACTURER	MODEL		NOM CAP	SEER	COND. EAT F	REFRIG TYPE	NO.	WATTS	VOLT	PH	QTY	STEPS	VOLT	PH	RLA	LRA	VOLT	PH	FAN FLA	MCA	MOCP
CU/SS-1	MITSUBISHI	PUY-A18NHA4	SS-1	18.0	15.3	95	R-410A	1	80	208	1	1	1	208	1	12.0	14.0	208	1	0.35	13	20

NOTE: MOUNT UNIT ON 4" TURNED DOWN HOUSEKEEPING PAD AND MEET ALL APPLICABLE WINDLOADING REQUIREMENTS.

A2L REFRIGERANT NOTES:

1. PER THE "AMERICAN INNOVATION AND MANUFACTURER ACT OF 2020", AS OF 01/01/2025 THE USE OF A1 REFRIGERANTS (INCLUDING R410A) WILL BE HEAVILY RESTRICTED. NEW A2L REFRIGERANTS WILL BE UTILIZED IN MANUFACTURING AFTER THAT DATE (R32 AND R454B). AS SUCH, AVAILABILITY OF CURRENT 410A BASED SYSTEMS MAY VARY BASED ON MANUFACTURER. IF NEW A2L BASED REFRIGERANT SYSTEMS ARE PURCHASED AND USED, THE CONTRACTOR WILL BE RESPONSIBLE TO INCLUDE ALL NECESSARY PROVISIONS REQUIRED TO COMPLY WITH FBCM-1107.3- PIPE ENCLOSURES AND ALL OTHER CODES, STANDARDS AND REGULATIONS INVOLVING NEW A2L REFRIGERANT SYSTEMS. FBCM-1107.3 WILL WILL REQUIRE RIGID OR FLEXIBLE METAL ENCLOSURES OR PIPE DUCTS TO BE PROVIDED FOR REFRIGERANT PIPING.

EXHAUST FAN SCHEDULE

MARK	MANUFACTURER	MODEL	SERVING	TYPE	CFM	EXTERNAL STATIC PRESSURE (IN. W.G.)	SONES	FAN RPM	MOTOR DATA				NOTES
									HP (WATTS)	RPM	VOLT	PH	
EF-1	GREENHECK	SP-B110	JANITOR	CEILING MOUNTE DD	50	0.3	0.6	755	(80)	950	120	1	1,2,3,6,7,9

REMARKS:
1 PROVIDE WITH BACKDRAFT DAMPER
2 PROVIDE WITH DISCONNECT SWITCH
3 PROVIDE WITH SCR SPEED CONTROLLER OR POTENTIOMETER DIAL FOR ECM MOTORS.
4 PROVIDE WITH ROOF CURB
5 SPARK/EXPLOSION PROOF
6 PROVIDE WITH INSULATED HOUSING FOR SOUND CONTROL.
7 PROVIDE WITH VIBRATION ISOLATORS. HANG USING VIBRATION ISOLATION HANGERS
8 INTERLOCK FAN WITH RESPECTIVE AHU/RTU FAN. SEE PLANS.
9 FAN SHALL OPERATE PER DEDICATED WALL SWITCH LOCATED NEXT TO LIGHT SWITCH.

GENERAL: 1. ALL ROOF MOUNTED FANS MUST HAVE A FLORIDA PRODUCT APPROVAL NUMBER AND SHALL BE INSTALLED ON MANUFACTURER ROOF CURB TO MEET ALL WIND LOADING REQUIREMENTS.

TOTAL BUILDING AIR BALANCE CALCULATIONS

DESCRIPTION	EXHAUST	OA SUPPLY	PRESSURE
RESTROOM EXHUAST FANS	200	---	-200
AHUS OUTSIDE AIR	---	500	500
TOTALS	200	500	300

VENTILATION REQUIREMENTS SCHEDULE

UNIT	SERVING	OCCUPANCY	MIN. CFM / PERSON (REQ.)	QNTY OF PEOPLE	TOTAL REQUIRED	TOTAL PROVIDED
AHU-1	RETAIL	50	5 CFM / PERSON	50	250	250
AHU-2	RETAIL	50	5 CFM / PERSON	50	250	250

NOTE:

VENTILATION CALCULATIONS ARE PERFORMED UTILIZING THE ASHRAE 62.1 IAQ METHOD (NOT THE VRP, AS IS TYPICAL). THIS IS DUE TO THE UTILIZATION OF AIR TREATMENT DEVICES THAT TREATS THE MIXED AIR STREAM AND HARMFUL VOC'S IN THE RECIRCULATED AIR. CALCULATIONS SHOWN ARE A SUMMARY OF THE CALCULATIONS PERFORMED, BUT FORMAL VOC REDUCTION CALCULATIONS CAN BE PROVIDED AT THE REQUEST OF THE AHJ, AS FULL CALCULATIONS ARE NOT INCLUDED IN THE PLANS DUE TO SIZE AND QUANTITY OF THE ASSOCIATED DOCUMENTATION.

AIR DISTRIBUTION SCHEDULE

MARK	CFM	NECK / NOM. DUCT SIZE	DESCRIPTION
A	0-110 111-145 146-175 176-225 226-275 276-310 311-350 351-500	6X6 8X6 10X6 12X6 14X6 or 12x8 18x6 12x10 18x10	SERVICE: SUPPLY - SIDEWALL & BOTTOM MOUNTED BASIS OF DESIGN: TITUS 300FL MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: YES COLOR: PER ARCHITECTURAL PLANS DOUBLE DEFLECTION 3/4" BLADE SPACING
B	0-125 126-225 226-350 351-500	6" 8" 10" 12"	SERVICE: SUPPLY BASIS OF DESIGN: TITUS TMS-AA MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: NO COLOR: PER ARCHITECTURAL PLANS FACE SIZE: 24X24 UNLESS SHOWN AS 12X12 ON PLAN
C	5050-5150	42X36	SERVICE: RETURN/EXHAUST - SIDEWALL BASIS OF DESIGN: TITUS 350FL MATERIAL: ALUMINUM OPPOSED BLADE DAMPER: YES COLOR: PER ARCHITECTURAL PLANS SINGLE 35° DEFLECTION 3/4" BAR SPACING

NOTES:
1. AIR DISTRIBUTION DEVICES WITHIN ACOUSTICAL TILE CEILINGS SHALL BE PROVIDED WITH BORDER FOR LAY-IN MOUNTING. AIR DISTRIBUTION DEVICES LOCATED WITHIN GYPSUM BOARD CEILINGS OR WALLS SHALL BE PROVIDED WITH BORDER TYPE FOR SURFACE MOUNTING.
2. AIR DISTRIBUTION DEVICES LOCATED IN SMALL ROOMS WHERE FULL 24X24 GRID ARE NOT AVAILABLE SHALL BE PROVIDED WITH SURFACE MOUNTING BORDERS IN LIEU OF LAY-IN. SECURE EACH DEVICE TO CEILING GRID WITH FIELD-FABRICATED SUPPORTS
3. MAX NC AT ANY AIR DEVICE SHALL BE NC-20.

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PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

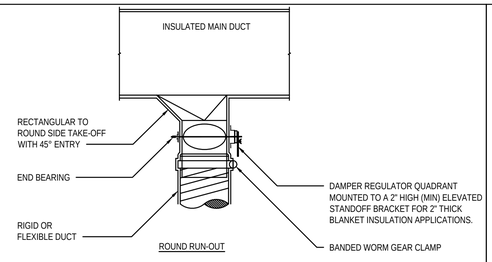
DATE ISSUED FOR
08/02/2024 PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:22pm

SHEET TITLE:
MECHANICAL DETAILS

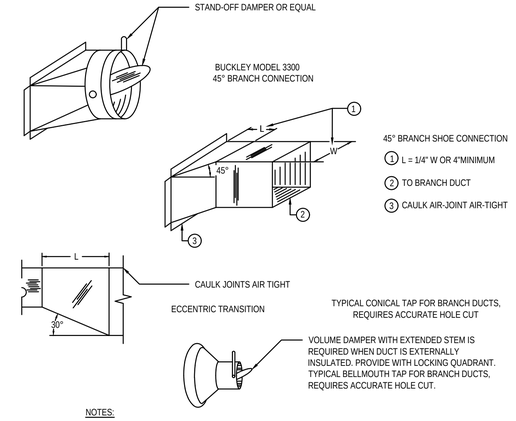
SHEET NUMBER: M-301
REV. △



ROUND RUN-OUT

RECTANGULAR BRANCH

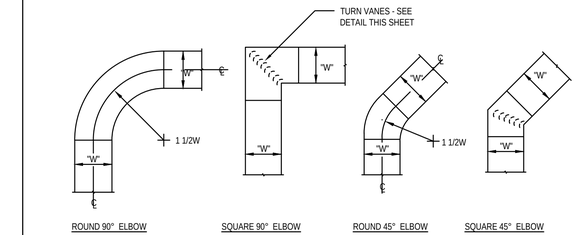
BRANCH TAKE-OFFS | F



NOTES:

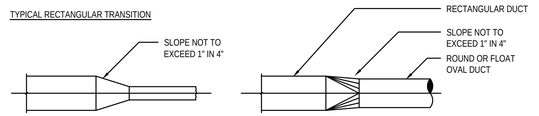
1. CROWN 3210-DS2 OR EQUIVALENT. (3300-DS2 FOR 45 DEG TAKE-OFF).
2. WINGNUT ON SHAFT IS UNACCEPTABLE. WINGNUT MUST RIDE ON LOCKING QUADRANT.
3. GASKET MATERIAL ON OUTBOARD FLANGE.
4. MUST MEET SMACNA GAUGE STANDARDS AND 2" W.G. PRESSURE.
5. CONTINUOUS WELD LONGITUDINAL SEAM FOR NO LEAKAGE AT 2" W.G. STATIC PRESSURE.

TAKEOFF FITTING DETAIL | C

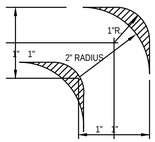


ROUND 90° ELBOW | SQUARE 90° ELBOW | ROUND 45° ELBOW | SQUARE 45° ELBOW

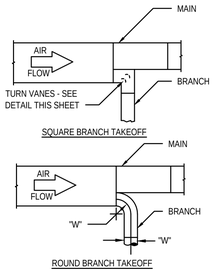
TYPICAL RECTANGULAR TRANSITION



TYPICAL RECTANGULAR TO ROUND OR FLAT OVAL TRANSITION



DETAIL OF TURN VANES



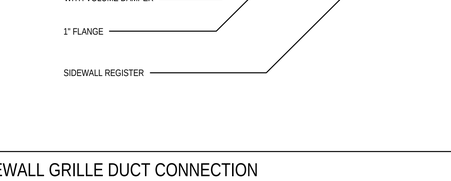
SQUARE BRANCH TAKEOFF

ROUND BRANCH TAKEOFF

DUCT FITTINGS DETAIL | A

(SIDE OF DUCT CONNECTION)

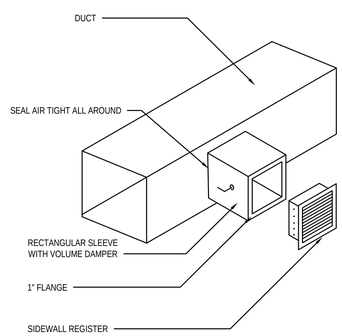
TYPICAL SUPPLY DIFFUSER CONNECTION | G



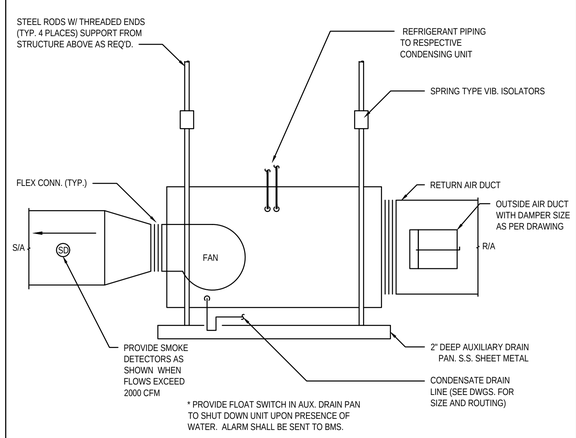
UNIT TYPE	A	B
DRAW THRU	2" (50 MM) PLUS X	X
BLOW THRU	1" (25 MM) PLUS X	2X

WHERE X = STATIC PRESSURE IN PAN

AIR HANDLING UNIT DRAIN TRAP DETAIL | D



SIDEWALL GRILLE DUCT CONNECTION | E



* PROVIDE FLOAT SWITCH IN AUX. DRAIN PAN TO SHUT DOWN UNIT UPON PRESENCE OF WATER. ALARM SHALL BE SENT TO BMS.

HORIZONTAL AHU DETAIL | B

studio1+

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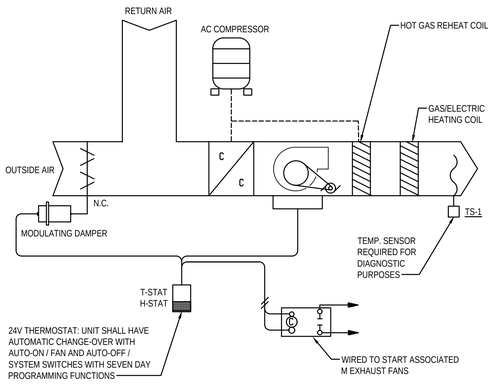
CONTROLS-AHUS



PROGRAMMING THE FOLLOWING FUNCTIONS FOR OCCUPANCY SCHEDULE AND SET-POINTS:

SCHEDULE: HOURS OF OPERATION DETERMINED BY OWNER (OCCUPIED) - OTHER HOURS UNOCCUPIED (ADJUSTABLE)

SETPOINTS: SUMMER COOLING 75 DEG.F, 55% RH (OCCUPIED)
SETPOINTS: SUMMER COOLING 78 DEG.F, 55% RH (UNOCCUPIED)
SETPOINTS: WINTER HEATING 70 DEG.F (OCCUPIED)
SETPOINTS: WINTER HEATING 65 DEG.F (UNOCCUPIED)

THE THERMOSTAT AND HUMIDISTAT SHALL CONTROL THE STAGES OF COOLING AND HEATING IN ORDER TO MAINTAIN THE PROGRAMMABLE COOLING, HEATING AND HUMIDITY SETPOINTS. THE HEATING AND COOLING SETPOINTS SHALL BE INDIVIDUALLY ADJUSTABLE FOR BOTH THE OCCUPIED, UNOCCUPIED AND STANDBY PERIODS. WHERE MULTIPLE TEMPERATURE SENSORS ARE SHOWN, THE SPACE TEMPERATURE AND HUMIDITY SHALL BE AVERAGED WITH ANY SENOSR DEVIATING FROM THE AVERAGE 10DEGF OR MORE IDENTIFIED AND REMOVED FROM THE AVERAGE CONTROLLABLE SENSED CONDITIONS. THE THERMOSTAT SHALL HAVE PROGRAMMABLE OCCUPIED AND UNOCCUPIED TIME SCHEDULES, AND HOLIDAY SCHEDULES, THAT WILL TURN ON AND OFF ITS EQUIPMENT. THERE SHALL BE A MANUAL OVERRIDE BUTTON THAT WILL ALLOW FOR A 1-8 HOUR OVERRIDE OF THE EQUIPMENT TO ITS OCCUPIED SETPOINTS. PROVIDE 48 HOUR BACKUP FROM POWER FAILURE. THE THERMOSTAT SHALL MONITOR THE DISCHARGE AIR TEMPERATURE OF THE UNIT USING A DUCT TEMPERATURE SENSOR. THE THERMOSTAT'S DISPLAY AND KEYBOARD WILL ALLOW VISUAL OBSERVATION OF ALL PARAMETERS. THE KEYPAD HAS THE CAPABILITY TO BE LOCKED OUT IN 2 MODES, TOTAL LOCKOUT, AND SCHEDULE/SETPOINT CHANGES ONLY.

THE THERMOSTAT SHALL HAVE A MINIMUM DEADBAND OF 2°F (NO MECHANICAL HEATING OR COOLING SHALL OPERATE WITHIN THIS DEADBAND). SPACE TEMPERATURE DEVIATION ABOVE THE COOLING SETPOINT OR BELOW THE HEATING SETPOINT SHALL GENERATE A DEMAND SIGNAL TO CONTROL THE SYSTEM AS FOLLOWS:

A. HEATING: THE THERMOSTAT SHALL CONTROL THE HEATING OUTPUT BASED ON THE DEMAND SIGNAL COMMUNICATED FROM THE THERMOSTAT PROGRAM. THE THERMOSTAT SHALL ENERGIZE HEATING EQUIPMENT WHEN SPACE TEMPERATURE FALLS BELOW HEATING SETPOINT.

B. COOLING: THE THERMOSTAT SHALL CONTROL THE COOLING OUTPUT BASED ON THE DEMAND SIGNAL COMMUNICATED FROM THE THERMOSTAT PROGRAM. THE THERMOSTAT SHALL ENERGIZE COOLING EQUIPMENT WHEN SPACE TEMPERATURE EXCEEDS COOLING SETPOINT.

C. DEHUMIDIFICATION: (ONLY APPLICABLE FOR UNITS WITH HOT GAS REHEAT) THE THERMOSTAT SHALL PROVIDE A MODE FOR DEHUMIDIFICATION, BASED ON ITS HUMIDITY HIGH LIMIT SETPOINT OF 60% RH (ADJUSTABLE FROM 30-90% RH).
   a. UPON A RISE IN SPACE HUMIDITY ABOVE THE SETPOINT (ADJ.) THE UNIT SHALL ENGAGE THE HUMIDITY CONTROL MODULE (THE HOTGAS REHEAT COIL) TO PROVIDE SIMULTANEOUS COOLING WITH HOTGAS REHEAT TO DELIVER DRY SPACE NEUTRAL AIR.

D. HEATING SETBACK AND COOLING SETUP: INITIATION OF HEATING SETBACK OR COOLING SETUP FOR EACH OF 7 OR 365 DAYS SHALL BE PROVIDED BY A PROGRAMMED TIME SCHEDULE MANUALLY ENTERED INTO THE THERMOSTAT.

E. ECONOMIZER: WHERE REQUIRED BY CODE, PROVIDE AN ECONOMIZER TO OPERATE AS REQUIRED BY THE ENERGY CONSERVATION CODE. ECONOMIZER MODE SHALL ENGAGE WHEN OUTSIDE AIR TEMPERATURES ARE AT 55DEGF OR BELOW.

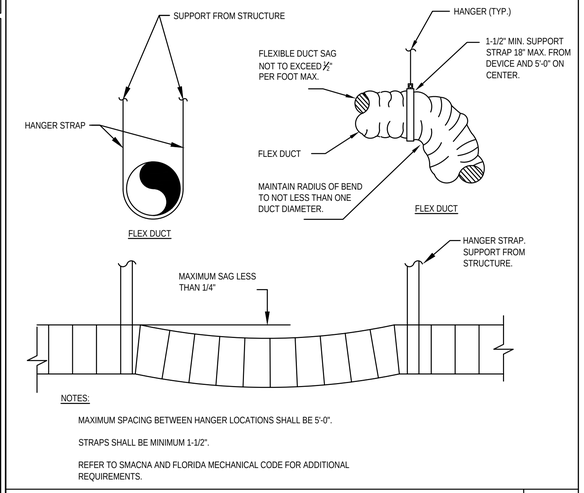
F. INTERLOCKS: INTERLOCK THE ASSOCIATED EXHAUST FANS AND OUTSIDE AIR DAMPER WITH THE THERMOSTAT TIME CLOCK ON/OFF OUTPUT. THE EXHAUST FANS SHALL ENGAGE AND THE OUTSIDE AIR DAMPER SHALL OPEN DURING OCCUPIED TIMES ONLY.

G. SMOKE DETECTION: FOR ALL UNITS SUPPLYING 2,000CFM OR MORE, PROVIDE DUCT MOUNTED SMOKE DETECTORS IN BOTH THE SUPPLY AND RETURN DUCTS AT UNIT. DETECTORS SHALL TURN UNIT "OFF" UPON THE DETECTION OF COMBUSTIBLES. TIE INTO FIRE ALARM SYSTEM AS APPLICABLE.

AT TIME OF SUBSTANTIAL INSPECTION, THE MECHANICAL OR CONTROL CONTRACTOR SHALL DEMONSTRATE TO ENGINEER THE ABOVE PROGRAMING HAS BEEN PROVIDED.

PRIOR TO TURNING OVER BUILDING TO OWNER/USERS, TRAIN THE OWNER/USERS ON HOW TO USE AND ADJUST THE THERMOSTAT/HUMIDISTAT AND PROGRAMING FEATURES.

THERMOSTATICALLY CONTROLLED UNITARY SYSTEMS | D



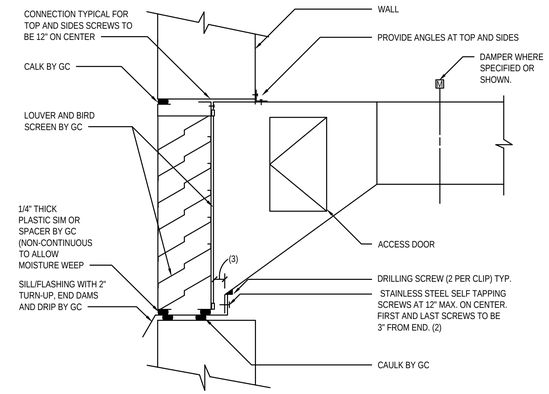
NOTES:

MAXIMUM SPACING BETWEEN HANGER LOCATIONS SHALL BE 5'-0".

STRAPS SHALL BE MINIMUM 1-1/2".

REFER TO SMACNA AND FLORIDA MECHANICAL CODE FOR ADDITIONAL REQUIREMENTS.

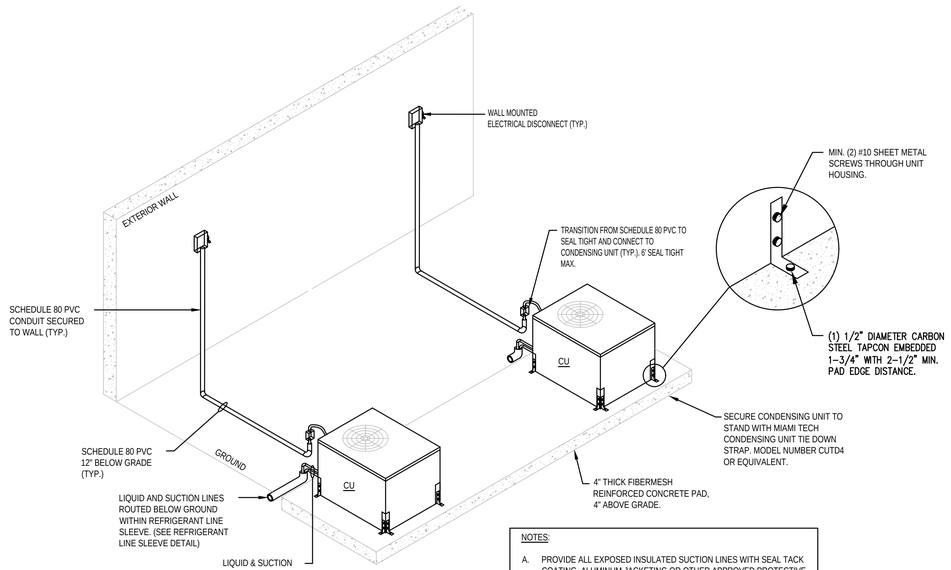
FLEX DUCT HANGAR DETAIL | B



GENERAL NOTES

1. PLENUM CONNECTION TO LOUVER IS SIMILAR.
2. BOTTOM OF DUCT TO BE COMPLETELY OVERLAPPED WITH TURN-UP. DRILL TURN-UP PRIOR TO INSTALLING SELF TAPPING SCREW TO ENSURE DUCT IS DRAWN TIGHT TO TURN-UP.
3. MINIMUM 1" SCREW CONNECTION CLEARANCE.

DUCT CONNECTION TO LOUVER | C



NOTES:

A. PROVIDE ALL EXPOSED INSULATED SUCTION LINES WITH SEAL TACK COATING, ALUMINUM JACKETING OR OTHER APPROVED PROTECTIVE MEANS.
B. CONTROL THERMOSTAT WIRING TO BE WRAPPED NEATLY AROUND LIQUID LINE AND INSULATED SUCTION LINE.

GROUND MOUNTED CONDENSING UNIT PIPING DETAIL (REFRIGERANT AND ELECTRICAL BELOW GRADE. | A

studio1+

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LAWRENCE M. STOFF LICENSE No. 78586 STATE OF FLORIDA PROFESSIONAL ENGINEER

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REV. △

PLUMBING SPECIFICATIONS

GENERAL CONDITIONS
THE GENERAL CONDITIONS, SPECIAL CONDITIONS, SUPPLEMENTARY CONDITIONS AND MECHANICAL CONDITIONS OF THE SPECIFICATIONS AND "GENERAL CONDITIONS OF THE CONTRACT", CURRENT EDITION, ESTABLISHED IN STANDARD FORM BY THE AMERICAN INSTITUTE OF ARCHITECTS SHALL APPLY TO ALL WORK ON THIS PROJECT EXCEPT AS MODIFIED BELOW. THIS CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THESE PROVISIONS AND ADHERE TO THESE REQUIREMENTS. CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER TRADES PRIOR TO INSTALLATION.

RELATED DOCUMENTS
THIS CONTRACTOR IS REFERRED TO THE ARCHITECTURAL, MECHANICAL AND ELECTRICAL PLANS AND SPECIFICATIONS. SUCH PLANS AND SPECIFICATIONS ARE A PART OF THE CONTRACT DOCUMENTS. CONTRACTORS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH ALL CONDITIONS SURROUNDING THE WORK. IF ANY OF THE CONDITIONS REQUIRE A MODIFICATION OF THE SYSTEMS INDICATED BY THESE PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL INCLUDE THE COST OF SUCH MODIFICATIONS IN HIS BID. NO EXTRA COMPENSATION WILL BE ALLOWED BECAUSE OF FAILURE TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO SUBMITTING BIDS.

MODIFICATIONS TO PLANS AND SPECIFICATIONS
THROUGHOUT THE COURSES OF THE WORK, MINOR CHANGES AND ADJUSTMENTS TO PLANS AND SPECIFICATIONS MAY BE REQUESTED BY THE ARCHITECT/ENGINEER. THE CONTRACTOR SHALL MAKE SUCH ADJUSTMENTS WITHOUT ADDITIONAL COST TO THE OWNER. WHERE SUCH ADJUSTMENTS ARE NECESSARY FOR THE PROPER INSTALLATION AND OPERATION AND WITHIN THE INTENT OF THE CONTRACT DOCUMENTS.

EQUIPMENT SUBSTITUTION
IT IS THE INTENT OF THE PLANS AND SPECIFICATIONS TO FORM A GUIDE FOR A COMPLETE INSTALLATION. EVERYTHING NECESSARY FOR THE COMPLETION AND SUCCESSFUL OPERATION OF THE WORK, WHETHER OR NOT HEREIN DEFINITELY SPECIFIED OR INDICATED ON THE DRAWINGS SHALL BE FURNISHED AND INSTALLED AS WELL AND AS FAITHFULLY AS IT IS SPECIFIED OR INDICATED WITH OUT ADDITIONAL COST TO THE OWNER. THE MECHANICAL CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LENGTHS PRIOR TO INSTALLATION.

IF ANY ERRORS, DISCREPANCIES OR OMISSIONS APPEAR IN THE DRAWINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF SUCH ERROR OMISSION. IN THE EVENT OF THE CONTRACTOR FAILS TO GIVE SUCH NOTICE BEFORE CONSTRUCTION AND/OR FABRICATION OF THE WORK, HE WILL BE HELD RESPONSIBLE FOR THE RESULTS OF ANY SUCH ERRORS, DISCREPANCIES OR OMISSIONS AND THE COST TO RECTIFYING SAME.

PERMITS, FEES, LICENSES
THIS CONTRACTOR SHALL PAY ALL FEES AND RELATED CHARGES REQUIRED FOR PERMITS, LICENSES, ETC... REQUIRED FOR INSTALLATION OF THE PLUMBING SYSTEMS.

EQUIPMENT SUBSTITUTION
THIS CONTRACTOR SHALL REIMBURSE THE ELECTRICAL CONTRACTOR, WITHOUT ANY CHARGE TO OWNER, ANY COSTS THE ELECTRICAL CONTRACTOR INCURS DUE TO THIS CONTRACTOR'S SUBSTITUTION OF EQUIPMENT HAVING DIFFERENT ELECTRICAL SERVICE REQUIREMENTS THAN THE SPECIFIED EQUIPMENT.
CONTRACTOR SHALL NOTIFY A/E 10 DAYS PRIOR TO BID ANY SUBSTITUTION FOR REVIEW AND APPROVAL BY THE A/E. ANY FIXTURES AND EQUIPMENT NOT SUBMITTED FOR REVIEW/APPROVAL SHALL BE SUBJECT TO REJECTION.

SHOP DRAWINGS
THIS CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH A MINIMUM OF SEVEN CERTIFIED COPIES OF ALL SHOP AND EQUIPMENT DRAWINGS FOR HIS APPROVAL, TWO OF WHICH SHALL BE RETAINED BY THE ARCHITECT/ENGINEER AND THE REMAINING BEING RETURNED TO THE CONTRACTOR. DRAWINGS SHALL BE SUBMITTED BEFORE START AT CONSTRUCTION. FAILURE OF COMPLIANCE WITH THIS PARAGRAPH WILL RESULT IN WITHHOLDING OF FINAL PAYMENT.

WARRANTY
THIS CONTRACTOR SHALL WARRANT HIS WORK TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM SUBSTANTIAL COMPLETION.

BASIC MATERIALS AND METHODS
ALL WORKMANSHIP AND MATERIALS SHALL BE OF THE HIGHEST QUALITY IN EVERY RESPECT. ALL MATERIALS AND EQUIPMENT SHALL BE NEW, OF THE LATEST DESIGN AND FREE OF DEFECTS. ALL MATERIALS AND EQUIPMENT SHALL CONFORM TO THE LATEST AMENDED EDITION OF ALL APPLICABLE STANDARDS, INCLUDING BUT NOT LIMITED TO, ASTM, UL AND NEMA STANDARDS.

INSTALL ALL PIPING TO PRESENT A NEAT AND ORDERLY APPEARANCE. RUN ALL LINES PARALLEL WITH BUILDING WALLS AND CONSTRUCTION. KEEP PIPING FREE FROM CONTACT WITH STRUCTURE OR EQUIPMENT TO PREVENT NOISE TRANSMISSION, ALLOWING CLEARANCES FOR EXPANSION AND CONTRACTION. PROVIDE ACCESS DOORS OR PANELS FOR ALL VALVES, CLEANOUTS, CONTROL DEVICES, ETC...

WATER SUPPLY PIPING
ALL ABOVE GROUND WATER SUPPLY PIPE SHALL BE EITHER COPPER OR CPVC PIPING SHALL MEET THE FOLLOWING:

COPPER SHALL BE TYPE L HARD TEMPER COPPER WATER TUBE COMPLYING WITH ASTM B88. ALL FITTINGS SHALL BE WROUGHT COPPER COMPLYING WITH USASI B16.1B & B16.1BA. DIELECTRIC COUPLINGS SHALL BE USED BETWEEN STEEL AND COPPER CONNECTIONS. ALL BELOW GROUND WATER SUPPLY PIPE SHALL BE TYPE K COPPER WATER TUBE. PROVIDE 95-5 LEAD-FREE, SILVER SOLENOID JOINTS.

CPVC PIPING: ASTM F441/F441M-15 CHLORINATED POLY PLASTIC PIPE. SCHEDULE 40 AND 80 HOT AND COLD WATER DISTRIBUTION PIPING.

SANITARY WASTE AND VENT PIPING
ALL ABOVE GROUND STORM, SANITARY WASTE AND VENT PIPING SHALL BE SCHEDULE 40 PVC-DWV PIPE AND FITTINGS (ASTM D2665) WITH SOLVENT WELD JOINTS. ALL BELOW GROUND SANITARY SOIL AND WASTE PIPING SHALL BE SCHEDULE 40 PVC-DWV PIPE FITTINGS (AST D2665) WITH SOLVENT WELD JOINTS.

PIPE HANGERS AND SUPPORT
SUPPORT HORIZONTAL PIPING ADEQUATELY FROM SLABS OR OTHER STRUCTURAL MEMBERS AT INTERVALS SPECIFIED BELOW. SUPPORT ALL PIPING IN STRICT ACCORDANCE WITH SECTION 308 OF THE FBCP. USE GRINNELL #260 HANGERS, OR APPROVED EQUAL, HAVING ADJUSTABLE WROUGHT CLEVIS, SOLID RODS AND SOCKETS. PIPING INSTALLED ALONG WALLS SHALL BE SUPPORTED BY GRINNELL #199, OR APPROVED EQUAL, STEEL ANGLE BRACKETS. ALL PIPE HANGERS SHALL BE IN STRICT ACCORDANCE WITH SECTION 714 OF THE FBCB.

PIPES SLEEVES AND OPENINGS
THE CONTRACTOR SHALL CUT ALL OPENINGS IN FLOORS AND WALLS REQUIRED FOR PENETRATION OF PIPING. PATCH ALL OPENINGS FOR SOUND DEADENING AND FIRE SEPARATION. GENERAL CONTRACTOR SHALL PERFORM ALL FINISH PATCHING AS REQUIRED BY ARCHITECTURAL SPECIFICATIONS. ALL HORIZONTAL PIPING WHICH PENETRATES WALLS SHALL BE FITTED WITH PIPE SLEEVES MADE UP OF SIMILAR MATERIALS AS PIPE, 1" GREATER IN DIAMETER THAN OUTSIDE DIAMETER OF PIPE AND PIPE INSULATION. PIPE SLEEVES SHALL NOT BE USED FOR FIRE RATED PENETRATIONS UNLESS IT IS A LISTED COMPONENT OF AN APPROVED FIRE STOPPING SYSTEM. THE VOID BETWEEN PIPE AND SLEEVE SHALL BE SEALED WITH ROPE AND FILLED WITH NON-SHRINKING CEMENT. SLEEVES SHALL BE SUCH LENGTH THAT THEY END FLUSH WITH WALL FINISH ON BOTH SIDES OF WALL. PROVIDE RATED PENETRATIONS OF ALL WALLS AND FLOOR AS REQUIRED TO MAINTAIN THE RATING OF THE WALL OR FLOOR PENETRATED.

WHERE UNCOVERED EXPOSED PIPES PASS THRU WALLS, THEY SHALL BE FITTED WITH CRANE #10, OR EQUAL, WALL ESCUTCHEON PLATES. SLEEVES THROUGH WATER PROOF FLOORS SHALL EXTEND 2" ABOVE FINISHED FLOOR.

VALVES
THE CONTRACTOR SHALL FURNISH AND INSTALL VALVES WHERE INDICATED ON PLAN AND NECESSARY FOR PROPER SYSTEM OPERATION AND COMPONENT ISOLATION. PROVIDE VALVES RATED FOR 125 PSI OR GREATER WORKING PRESSURE IN WATER PIPING.

CHECK VALVE UP TO 3"	APOLLO 61-109 61-500 OR NIBCO T-413-13
GLOBE VALVE UP TO 3"	CRANE NO. 1240, 1241 OR EQUAL
BALL VALVE UP TO 3" FULLPORT	APOLLO SERIES 82-100 OR 82-200
TEMP. & PRESS RELIEF VALVE	WATTS 10L MOD. M4, OR EQUAL, 3/4" M x 3/4" F
WATER HAMMER ARRESTOR	WADE #10 (HOT), WADE #5 (COLD)
BACKFLOW PREVENTER	WATTS NO. 9D, OR EQUAL
VACUUM RELIEF VALVE	WATTS NO. 36A - 3/4" OR EQUAL
PRESSURE REDUCING VALVE	WATTS NO. U5
TRAP PRIMER VALVE	JR SMITH

INSULATION
INSULATION SHALL BE REQUIRED ON ALL HOT SURFACES TO RETARD UNDESIRABLE HEAT TRANSFER AND PREVENT CONDENSATION. INSULATION SHALL BE APPLIED TO PIPE LINES, AND EQUIPMENT ONLY AFTER THEY HAVE BEEN TESTED, INSPECTED AND ALL SURFACES THOROUGHLY CLEANED OF ALL MOISTURE, FOREIGN MATERIAL, GREASE AND RUST. INSULATION SHALL BE CONTINUOUS THROUGH WALLS, FLOORS, PARTITIONS, SLEEVES, ETC... EXCEPT WHERE OTHERWISE INDICATED OR SPECIFIED. ALL INSULATION ADHESIVES, SEALERS AND COATINGS SHALL HAVE A FIRE HAZARD RATING NOT TO EXCEED 25/50/50 FLAME SPREAD, FUEL CONTRIBUTED AND SMOKE DEVELOPED IN ACCORDANCE WITH UL 723 AND ASTM-E84. PROVIDE INSULATION FOR HOT WATER PIPING.

PIPE INSULATION SHALL BE 1" THICK RIGID FIBERGLASS WITH SELF-SEALING LAP AND ALL SERVICES JACKET OR APPROVED EQUAL. INSULATE ALL HOT WATER PIPING PER TABLE C403.2.10 OF THE FBCE.

INSULATION SHALL BE REQUIRED AT ALL ADA ACCESSIBLE LAVATORIES TO PROTECT AGAINST CONTACT OF HOT WATER AND DRAIN PIPES. INSULATE TRAP AND BOTH SUPPLIES WITH A HIGH IMPACT, STAIN RESISTANT, PREMOLDED VINYL COVERING. ALL WATER SUPPLY AND DRAIN PIPING UNDER ADA LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT IN ACCORDANCE WITH SECTION 605.5 OF THE FBCS. MANUFACTURES: TRUEBRO "HANDY-LAVGUARD", McGUIRE OR BROCAR "TRAP WRAP".

PLUMBING FIXTURES
ALL VENT & WATER PIPING SHALL RUN ABOVE FLOOR OF PLAN ON WHICH SHOWN UNLESS OTHERWISE INDICATED. ALL SANITARY DRAIN AND WASTE PIPING SHALL RUN BELOW FLOOR OF PLAN ON WHICH SHOWN UNLESS OTHERWISE INDICATED. WC-1. FD-1, ETC... REFER TO FIXTURES LISTED IN SCHEDULES AND LOCATED ON THE PLANS.

GENERAL NOTES

1. REFERENCE THE SPECIFICATIONS FOR MATERIAL AND EQUIPMENT INSTALLATION STANDARDS.
2. PLANS ARE NOT COMPLETELY TO SCALE. PIPE ROUTING SHOWN IS SCHEMATIC AND IS NOT INTENDED TO INDICATE EXACT ROUTING. CONTRACTOR SHALL PROVIDE ANY ADDITIONAL OFFSETS AND FITTINGS REQUIRED FOR PROPER INSTALLATION AND TO MAINTAIN CLEARANCES. VERIFY STRUCTURAL, MECHANICAL AND ELECTRICAL INSTALLATIONS AND OTHER POTENTIAL OBSTRUCTIONS AND ROUTE PIPING TO AVOID INTERFERENCES.
3. PROVIDE ALL OFFSETS AND FITTINGS AND MAKE CONNECTION TO SITE UTILITIES.
4. CONCEAL PIPING ABOVE CEILINGS, WITHIN WALLS OR CHASES EXCEPT IN MECHANICAL ROOMS OR AS SPECIFICALLY NOTED.
5. PROVIDE ACCESS DOOR / PANEL FOR ALL VALVES CONCEALED IN WALLS OR ABOVE NON-ACCESSIBLE CEILINGS.
6. SLEEVE ALL PENETRATIONS THROUGH WALLS, CEILING, AND FLOORS. SLEEVE AND/OR FIRE STOP ALL PENETRATIONS THROUGH RATED WALLS, CEILINGS, AND FLOORS WITH U/L LISTED ASSEMBLIES. PIPE SLEEVES SHALL NOT BE USED FOR FIRE RATED PENETRATIONS UNLESS IT IS A LISTED COMPONENT OF AN APPROVED FIRE STOPPING SYSTEM. M FIRE STOP ASSEMBLIES SHALL BE EQUAL OR EXCEED THE RATING OF THE WALL, CEILING, OR FLOOR. SEE ARCHITECTURAL DRAWINGS FOR FINAL FINISHES. ALL FIRE RATED PENETRATIONS SHALL BE IN ACCORDANCE WITH SECTION 714 OF THE FBCB.
7. SEE ARCHITECTURAL DRAWINGS FOR FIXTURE LOCATIONS AND MOUNTING HEIGHTS.
8. PROVIDE ASSE 1018 AUTOMATIC TRAP PRIMERS FOR ALL FLOOR DRAINS.
9. PROVIDE AN AIR GAP, WHEN REQUIRED BY CODE, SERVING INDIVIDUAL FIXTURES, DEVICES, APPLIANCES AND APPARATUS.
10. ALL EXPOSED PIPE AND FITTINGS IN FINISHED AREAS SHALL BE CHROME PLATED.
11. PROVIDE CLEANOUTS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES. INSTALL CLEANOUT WITH COVER FLUSH TO FINISH SURFACE.
12. COORDINATE EXACT FLOOR DRAIN LOCATIONS WITH ARCHITECTURAL DRAWINGS. SET FLOOR DRAINS BELOW FINISHED FLOOR TO ALLOW FOR FLOOR SLOPING TO THE DRAIN.
13. COORDINATE PIPING WITH ALL ELECTRICAL EQUIPMENT (PANELS, TRANSFORMERS, ETC.) PRIOR TO ANY INSTALLATION. DO NOT ROUTE ANY PIPING OVER ANY ELECTRICAL PANELS UNDER ANY CIRCUMSTANCES. ANY PIPING RUN OVER PANELS SHALL BE RE-ROUTED AT NO ADDITIONAL COST.
14. ALL WALL MOUNTED LAVATORIES, WATER COOLERS AND OTHER WALL MOUNTED FIXTURES SHALL BE ATTACHED TO FLOOR MOUNTED CARRIER DESIGNED TO WITHSTAND A VERTICAL LOAD OF 250 POUNDS ON THE FRONT OF THE FIXTURE.
15. PROVIDE SANITARY WASTE, VENT, DOMESTIC WATER, ETC. ROUGH-IN AND MAKE FINAL CONNECTIONS (TO INCLUDE PROVIDING ALL NECESSARY RELATED STOPS, VALVES, TRAPS, ETC. AND MAKE READY FOR USE) TO ALL EQUIPMENT, WHETHER FURNISHED BY THIS CONTRACTOR OR FURNISHED BY OTHERS.
16. INSTALL ISOLATION/SHUT-OFF VALVES AT ALL MAIN RISERS AND MAIN BRANCH TAKEOFFS, TO PERMIT ISOLATION OF PIPING SECTIONS OR ENTIRE SYSTEM.
17. PROVIDE RIGID SUPPORT SWAY BRACING AT ALL CHANGES IN DIRECTION GREATER THAN 45° ON PIPING 4" AND LARGER.
18. PROVIDE WATER HAMMER ARRESTOR ON ALL COLD AND HOT WATER LINES SERVING PLUMBING FIXTURES. ARRESTORS SHALL BE SIZED IN ACCORDANCE WITH P.D.I. STANDARDS FOR THE TOTAL NUMBER OF FIXTURES SERVED.
19. ALL PIPING SHALL BE PROTECTED FROM THE INTRUSION OF WATER, DUST, DIRT, DEBRIS, ETC. WHILE STORED ON SITE AND DURING CONSTRUCTION.
20. ALL PRODUCTS USED INDOORS SHALL HAVE LOW VOC CONTENT THAT QUALIFIES FOR THE LATEST VERSION OF LEED.
21. ALL SERVICE LINES FOR WATER SIZED TO PROVIDE FULL FLOW VOLUME FOR ALL ITEMS SUPPLIED ON RESPECTIVE MAINS AND BRANCHES. IDENTIFY ALL LINES WITH PERMANENT LABELS FOR THE SERVICE THEY PROVIDE.
22. ALL HOT AND COLD WATER SERVICE LINES, EXCEPT SHORT BRANCHES EXTENDED AND CONNECTED TO FIXTURES, SHALL BE INSULATED. ALL EXPOSED INSULATED LINES SHALL BE COVERED WITH PROTECTIVE COVERING TO SUIT THE APPLICATION.
23. ALL HORIZONTAL PIPING LINES EXTENDED AND CONNECTED TO EQUIPMENT, BELOW EQUIPMENT, SHALL BE RUN AT THE HIGHEST POSSIBLE ELEVATION ABOVE FLOOR, TO PROVIDE CLEARANCE FOR CLEARING. NO LINES SHALL LAY ON FLOOR.
24. ALL PIPING ROUTED THROUGH OR NEAR EQUIPMENT OR COUNTERS SHALL NOT INTERFERE WITH THE INTENDED USE OF, OR SERVICING OF, EQUIPMENT OR COUNTERS.
25. STOPS SHALL BE FURNISHED AND INSTALLED ON ALL HOT AND COLD WATER LINES AT EQUIPMENT. PROVIDE ALL REQUIRED SHUT-OFF VALVES, CHROME FINISH.
26. ALL WASTES, DIRECT OR INDIRECT, SHALL BE FURNISHED AND INSTALLED BY THE PLUMBING CONTRACTOR EXCEPT AS NOTED ON UTILITY PLANS. MINIMUM SIZE INDIRECT WASTES SHALL BE 1", REGARDLESS OF SIZE OF CONNECTION AT EQUIPMENT. REDUCING FITTINGS
27. ADEQUATE CLEAN-OUT PROVISION SHALL BE MADE FOR ALL WASTE LINES BY MEANS OF PLUGGED "T" FITTING EXTENDED TO ACCESSIBLE POSITION.
28. PROVIDE ASSE 1022 AND 1024 BACKFLOW PREVENTORS FOR ALL COFFEE AND TEA MACHINES/DISPENSERS, FILTERS AND ICE MACHINES.
29. PROVIDE DRAINAGE AND WATER SERVICE TO ALL REFRIGERATORS, ICE BOXES AND DISHWASHERS.

PLUMBING ABBREVIATIONS

AAV	AIR ADMITTANCE VALVE
AFF	ABOVE FINISH FLOOR
AW	ACID WASTE
AV	ACID VENT
CA	COMPRESSED AIR
CD	CONDENSATE DRAIN
CFH	CUBIC FEET PER HOUR
CO	CLEAN OUT
CONT	CONTINUATION
CW	COLD WATER
DCW	DOMESTIC COLD WATER
DN	DOWN
DS	DOWNSPOUT
DWG	DRAWING
EXIST	EXISTING
ESH	EMERGENCY SHOWER / EYEWASH
EWH	ELECTRIC WATER HEATER
EWC	ELECTRIC WATER COOLER
°F	DEGREE FAHRENHEIT
FCO	FLOOR CLEAN OUT
FD	FLOOR DRAIN
FS	FLOOR SINK
G	GAS
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GR	KITCHEN WASTE (GREASE)
HB	HOSE BIBB
HD	HUB DRAIN
HW	DOMESTIC HOT WATER
HWR	DOMESTIC HOT WATER RECIRCULATING
IE	INVERT ELEVATION
IW	INDIRECT WASTE
KW	KILOWATT
LBS	POUNDS
MH	MANHOLE
NC	NORMALLY CLOSED
NIC	NOT IN CONTRACT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER
PEMB	PRE-ENGINEERED METAL BUILDING
PRV	PRESSURE REDUCING VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE PIPE
RD	ROOF DRAIN
RPBP	REDUCED PRESSURE BACKFLOW PREVENTOR
SAN	SANITARY
SD	STORM DRAIN
SF	SQUARE FEET
SH	SHEET
SS	SERVICE SINK
STO	OVERFLOW STORM DRAIN
V	VENT
VAC	VACUUM
VTR	VENT THRU ROOF
WCO	WALL CLEAN OUT
WM	WASHING MACHINE SUPPLY AND DRAIN BOX
WTR	WATER

PLUMBING DEMOLITION NOTES

1. THE CONTRACTOR SHALL REVIEW NEW FLOOR PLANS FOR SYSTEMS TO REMAIN FEEDING OTHER AREA TO BE REUSED PRIOR TO DEMOLITION.
2. UNLESS NOTED OTHERWISE, REMOVE PLUMBING FIXTURES, VALVES, SUPPORTS AND ASSOCIATED PIPING BACK TO THE MAIN SOURCE. REFER TO FLOOR PLANS FOR EXISTING PIPING TO REMAIN OR SYSTEMS TO BE REUSED. REMOVE ALL UNUSED PIPING EXPOSED BY DEMOLITION AND DO NOT ABANDON IN PLACE UNLESS INTENDED TO BE REUSED.
3. MAINTAIN CONTINUITY OF EXISTING PIPING TO REMAIN AND OR BE REUSED.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE AND LEGALLY DISPOSE OF DEMOLISHED MATERIALS.
5. THE OWNER RESERVES THE RIGHT TO INSPECT THE MATERIAL SCHEDULED FOR REMOVAL AND SALVAGE ANY ITEMS DEEMED USEABLE AS SPARE PARTS.
6. EXISTING CONDITIONS INDICATED ON THIS DRAWING ARE TAKEN FROM EXISTING DOCUMENTS AND FIELD INVESTIGATION. IT IS RECOMMENDED FOR CONTRACTOR TO VISIT PROJECT AREA AND VERIFY EXISTING CONDITIONS PRIOR TO DEMOLITION.
7. THE DEMOLITION PLAN IS NOT INCLUSIVE OF ALL PIPING DEVICES AND FITTINGS ETC. IT IS INTENDED TO PROVIDE THE CONTRACTOR WITH GENERAL KNOWLEDGE OF EXISTING CONDITIONS WITHIN THE PROJECT AREA.
8. THE CONTRACTOR SHALL INSURE THAT PIPING REMAINING WITHIN THE PROJECT AREA IS SUPPORTED IN ACCORDANCE WITH THE SPECIFICATIONS. PIPING THAT ARE ATTACHED TO ITEMS BEING REMOVED DURING DEMOLITION SHALL BE SUPPORTED FROM THE STRUCTURE PRIOR TO REMOVING ITEM.
9. CONTRACTOR SHALL PATCH, PAINT, AND MATCH FINISHES WITH EXISTING SURFACES TO REMAIN WHERE PIPING HAS BEING REMOVED. THIS INCLUDES NEW PIPE TO BE LOCATED UNDER BOTTOM EXISTING FINISHED FLOORS, PIPE ABOVE HARD FINISHED CEILINGS OR INSIDE EXISTING WALLS.
10. CONTRACTOR SHALL REVIEW NEW FLOOR PLANS FOR DEVICES TO REMAIN PRIOR TO DEMOLITION
11. THE BUILDING WILL BE IN OPERATION DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS ON PHASING INSTRUCTIONS. CONTRACTOR SHALL COORDINATE WITH OWNER ON DEMOLITION AND CONSTRUCTION SCHEDULE AND NOTIFY OWNER A MINIMUM OF 72 HOURS PRIOR TO POWER SHUTDOWN OR COMMENCING WORK IN EACH AREA.
12. REFER TO ARCHITECTURAL DEMOLITION DRAWINGS FOR FURTHER DEMOLITION INFORMATION. CONTRACTOR SHALL REMOVE ASSOCIATED ELECTRICAL DEVICES, EQUIPMENT AND OTHER EXISTING SYSTEMS SERVING ITEMS BEING REMOVED.
13. BEFORE DEMOLITION OF ANY PIPE SYSTEMS VERIFY ALL SOURCES BEING SERVED OUTSIDE CONSTRUCTION AREA. VERIFY WITH OWNER OR DEPARTMENT SUPERVISOR BEFORE DISRUPTING ANY SERVICES AFFECTED OUTSIDE THE CONSTRUCTION AREA. ANY EXISTING WATER SYSTEMS DISRUPTED BY DEMOLITION ARE TO BE RESTORED TO OPERATION IMMEDIATELY OR WITHIN TIME AGREED UPON WITH OWNER.
14. THE CONTRACTOR SHALL COORDINATE THE DISRUPTION IN THE SPACES LOCATED ON THE FLOOR BELOW THE AREA OF WORK WHEN INSTALLING THE NEW WORK AND PIPE.
15. PROVIDE JET CLEANING SERVICE FOR CLEANING EXISTING SANITARY LINES WITHIN THE PROJECT AREA TO A POINT OUTSIDE THE BUILDING TO REDUCE THE CHANCES OF BACKUPS.

PLUMBING SYMBOL LEGEND

SYMBOL	DESCRIPTION
	DOMESTIC COLD WATER PIPING
	DOMESTIC HOT WATER PIPING
	DOMESTIC HOT WATER CIRCULATING PIPING
G	GAS PIPING
GR	GREASE WASTE PIPING
SAN	SANITARY PIPING
	SANITARY VENT PIPING
ST	PRIMARY STORM DRAIN PIPING
SEC	SECONDARY STORM DRAIN PIPING
CD	CONDENSATE DRAIN PIPING
CA	COMPRESSED AIR PIPING
M	WATER METER
	HOSE BIBB WITH SHUT OFF VALVE IN RISER
	WALL HYDRANT WITH SHUT OFF VALVE
	CLEAN OUT PLUG
	WALL CLEAN OUT
	FLOOR CLEAN OUT
FD	FLOOR DRAIN
RD	ROOF DRAIN (ABOVE)
FS	FLOOR SINK
	SHUT-OFF VALVE IN VALVE BOX
	BALL VALVE
	CALIBRATED BALANCING VALVE
	CHECK VALVE (SWING)
	PRESSURE REDUCING VALVE
S	SOLENOID OPERATED VALVE
	REDUCED PRESSURE BACKFLOW PREVENTER
	RELIEF OR SAFETY VALVE
	GAS COCK
	GAS PRESSURE REGULATOR
	SHUT OFF VALVE IN VERTICAL RISER
	SHUT OFF VALVE
	CONNECTION, TOP
	CONNECTION, BOTTOM
	ELBOW, TURNED DOWN
	ELBOW, TURNED UP
	TEE, TURNED UP
	TEE, TURNED DOWN
	CAP
	DIRECTION OF FLOW
	CODED OR KEY NOTES
1	REVISION REFERENCE

RENOVATION NOTES

SYMBOL	DESCRIPTION
	CONNECT TO EXISTING
	DEMOLISH TO POINT INDICATED
	NEW PIPING TO BE PROVIDED
	EXISTING PIPING TO REMAIN
	EXISTING PIPING TO BE REMOVED

CODE COMPLIANCE

1. TO THE BEST OF MY KNOWLEDGE, THESE PLANS AND SPECIFICATIONS ARE COMPLETE AND COMPLY WITH THE 2023 FBC (8TH EDITION), 2023 FPC (8TH EDITION), 2023 FFPC (8TH EDITION).

NOTE: GENERAL NOTES, ABBREVIATIONS AND SYMBOLS ON THIS PLUMBING SHEET ARE FOR GENERAL REFERENCE PURPOSES ONLY. ALL OF THESE MAY NOT BE USED FOR THIS PROJECT.

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540 NORTH DIXIE HWY

LOCATION: NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

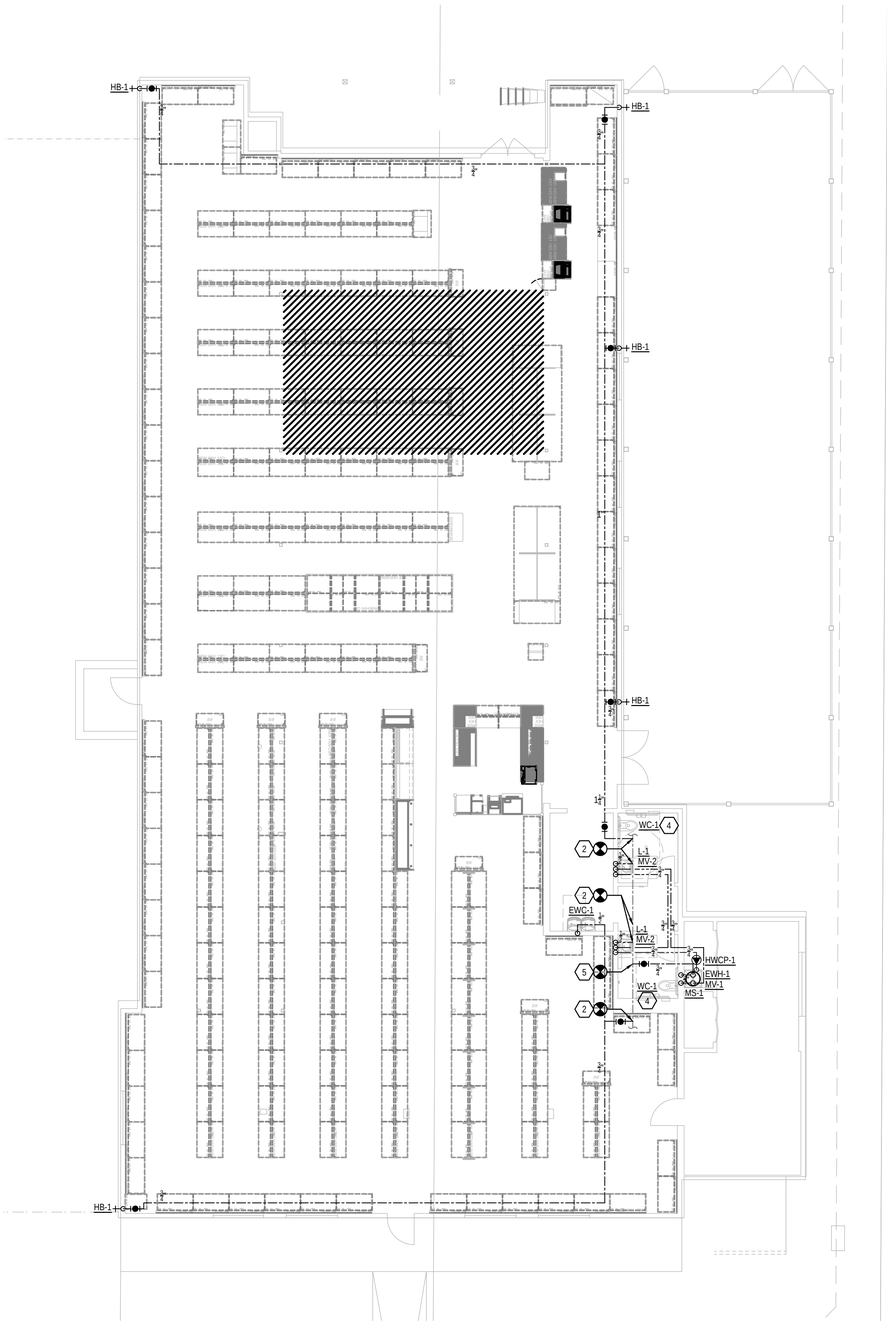
DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER:	24-019
PROJECT MANAGER:	-
DRAWN BY:	JS/SP/RS
APPROVED BY:	BLS/LMS

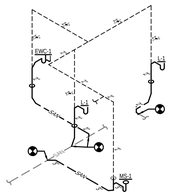
LAST FILED:
Tue, 06 Aug 2024
1:23pm

SHEET TITLE:
PLUMBING LEGEND

SHEET NUMBER: P-000
REV.

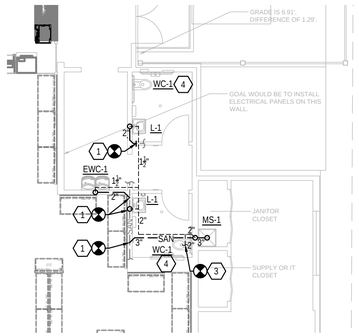


FLOOR PLAN – DOMESTIC WATER – PLUMBING 1
SCALE: 1/8" = 1'-0" P-201



SANITARY RISER DIAGRAM
NTS

DOMESTIC WATER RISER DIAGRAM
NTS



FLOOR PLAN – SANITARY WASTE – PLUMBING 2
SCALE: 1/8" = 1'-0" P-201

GENERAL NOTES:

1. CONTRACTOR SHALL INVESTIGATE THE AGE AND CONDITION OF ALL PIPING TO REMAIN. IF PIPING CONDITION IS NOT SUITABLE FOR REUSE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.

2. FIELD VERIFICATION OF EXISTING PIPING: ALL EXISTING PIPING SHOWN ON THE CONSTRUCTION DOCUMENTS IS BASED OFF OF THE SITE INVESTIGATION AND AS BUILT DRAWINGS OF THE EXISTING SITE AND BUILDING CONSTRUCTION. THE ENGINEER WAS NOT ABLE TO PERFORM ANY SELECTIVE/INVESTIGATORY DEMOLITION. THE LICENSED PLUMBING CONTRACTOR SHALL SHALL FIELD VERIFY ALL EXISTING PIPING LOCATIONS, TYPES, SIZES, ELEVATIONS AND PIPING INVERTS. NOTIFY ENGINEER IF THE CONDITIONS ARE NOT AS SHOWN ON THE PLANS OR AS STATED IN THE SPECIFICATIONS PRIOR TO THE INITIATION OF WORK. IDENTIFICATION AND VERIFICATION OF EXISTING PIPING TO BE ACCOMPLISHED BY THE FOLLOWING MEANS:
   - MANDATORY DYE TESTING OF ALL EXISTING SANITARY PIPING FOR SYSTEM IDENTIFICATION.
   - SNAKE ALL SANITARY PIPING FOR A DISTANCE OF 100F FEET AND REPORT ANY BLOCKAGES.
   - TEST WATER PRESSURE TO INSURE MINIMUM PSI MATCHES MOST DEMANDING EQUIPMENT SUPPLIED OR TO BE INSTALLED.
   - ALL IDENTIFICATION AND VERIFICATION RESULTS SHALL BE SUBMITTED TO THE A/E FOR REVIEW PRIOR TO THE INITIATION OF WORK.

KEY NOTES: (X)

1. CONNECT NEW SANITARY PIPING TO EXISTING SANITARY MAIN BELOW GRADE, PLUMBING CONTRACTOR SHALL SAW-CUT SLAB AS REQUIRED TO FACILITATE THE INSTALLATION OF THE NEW UNDERGROUND SANITARY SERVICE. BACKFILL AND FINISH FLOOR T MATCH NEW FINISHED FLOOR. COORDINATE WITH GENERAL CONTRACTOR. COORDINATE WITH ARCHITECTURAL FLOOR PLAN FOR ADDITIONAL INFORMATION.

2. CONNECT NEW CW TO EXISTING CW SERVICE ABOVE CEILING.INSTALL SHUTOFF VALVE ABOVE CEILING.

3. CONNECT NEW 2" VENT PIPING TO EXISTING VENT STACK ABOVE CEILING.

4. REPLACE EXISTING PLUMBING FIXTURES WITH NEW FIXTURES, ONE FOR ONE. SEE PLUMBING SCHEDULE.

5. CONNECT NEW CW TO EXISTING CW SERVICE ABOVE CEILING, INSTALL SHUTOFF VALVE ABOVE CEILING.

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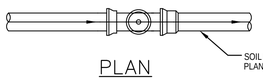
LAST FILED:
Tue, 06 Aug 2024
1:23pm

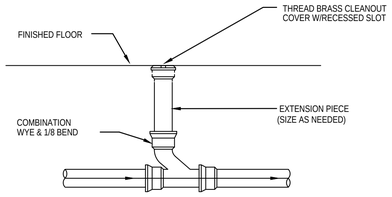
SHEET TITLE:
PLUMBING
FLOOR PLAN

SHEET NUMBER: P-201

REV. △

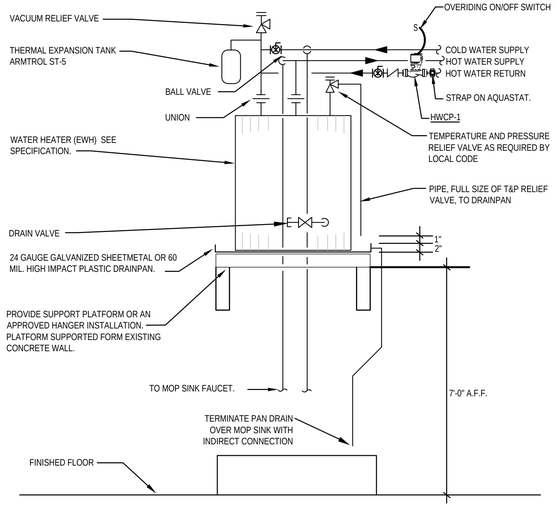


PLAN



ELEVATION

FLOOR CLEAN OUT DETAIL
NTS



ELECTRIC WATER HEATER DETAIL
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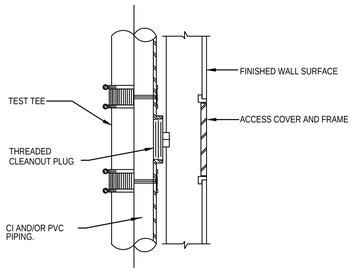

WALL CLEAN OUT DETAIL
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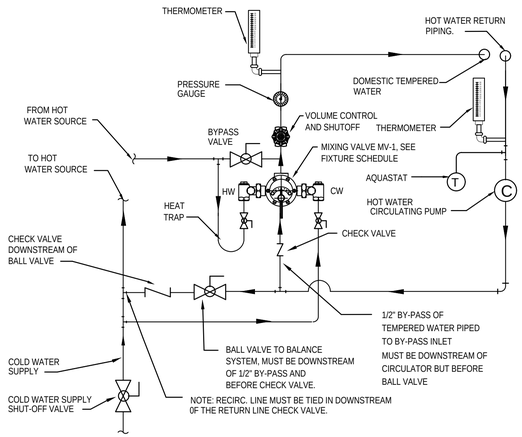

MIXING VALVE DETAIL
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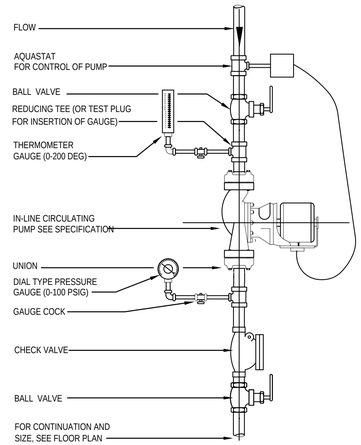


HOT WATER RETURN PUMP DETAIL
NTS

PLUMBING FIXTURE SCHEDULE

MARK	FIXTURE	WASTE	TRAP	VENT	COLD WATER	HOT WATER	MANUFACTURER /MODEL #	DESCRIPTION
WC-1	WATER CLOSET - ADA	3"	INTEG	2"	1/2"	-	KOHLER K-3493-0	TANK TYPE - RIM 17-3/4" AFF, VITREOUS CHINA, 1.0 GPF, SIPHON JET, ELONGATED BOWL, FLOOR MOUNTED, CLOSED COUPLED COMBINATION, BOLT CAPS. ANGLE STOP SUPPLIES & ESCUTCHEONS. COORDINATE FINISH WITH ARCHITECT. SOLID PLASTIC, ELONGATED WHITE SEAT, KOHLER K-4636. FLUSH CONTROLS TO BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET.
L-1	LAVATORY - ADA	2"	1-1/2"	1/2"	1/2"	1/2"	DURAVIT 0705450002 BRADLEY S53-3700	BARRIER FREE - 17-3/4" x 13-3/4", WALL MOUNTED, VITREOUS CHINA SINK. BRASSCRAFT 1/4 TURN ANGLE STOP SUPPLIES W/SUPPLY TUBES AND ESCUTCHEONS. PROVIDE CHAIR CARRIER AND FLOOR DRAIN TRAP GUARDS.
MS-1	MOP SINK	3"	3"	2"	1/2"	1/2"	FIAT MSB 2424 830AA	24" x 24" x 10" HIGH MOLDED STONE RECEPTOR, W/ FIAT 830AA FAUCET MOUNTED IN WALL ABOVE FIXTURE. COMPLETE WITH VACUUM BREAKER, HOSE THREAD OUTLET & BUCKET HOOK, INTEGRAL STOPS AND MOUNTING BRACKET. PROVIDE COMBINATION STAINLESS STEEL DOME STRAINER AND LINT BASKET, 3" CAULKED OUTLET.
EWC-1	ELECTRIC WATER COOLER HI/LOW	2"	1-1/2"	1-1/2"	1/2"		ELKAY EZSTL8LC	LOWER BUBBLER 32-3/4"AFF, UPPER 38-3/4"AFF. WALL MOUNTED CAPACITY TO DELIVER 8 GPH OF 50°F WATER WITH INLET TEMP. OF 80°F AND ROOM TEMP. OF 90°F, STAINLESS STEEL BASIN & PEWTER VINYL W/ 1/5 HP., 120V/1Ø.
WHA-1	WATER HAMMER ARRESTOR	-	-	-	-	-	SIOUX CHIEF 650 SERIES	SIZE PER MANUFACTURER'S RECOMMENDATIONS. PDI CERTIFIED. WHA-1: SIZE "A" WHA-2: SIZE "B" REFER TO RISER DIAGRAMS FOR ARRESTOR LOCATIONS. REFER TO SPECIFICATION FOR SELECTION METHOD.
WCO-1	WALL CLEAN-OUT	SIZE/ SEE DWG.	-	-	-	-	ZURN Z1446	CAST IRON CLEAN-OUT TEE, DURA COATED BODY, GAS AND WATERTIGHT ABS TAPERED THREAD PLUG AND ROUND, SMOOTH STAINLESS STEEL WALL ACCESS COVER WITH SECURING SCREW.
FCO-1	FLOOR CLEAN-OUT	SIZE/ SEE DWG.	-	-	-	-	JOSAM 57000-31	PVC CLEAN-OUT WITH 2-WAY CLEAN-OUT TEE, COUNTER SUNK PLUG.
MV-1	MIXING VALVE	SIZE/ SEE DWG.	-	-	3/4"	3/4"	BRADLEY S59-4016	ASSE 1017 RATED, MIXING VALVE WITH INTEGRAL CHECKS.
MV-2	MIXING VALVE	SIZE/ SEE DWG.	-	-	3/4"	3/4"	BRADLEY S59-4000-A	ASSE 1070 RATED, MIXING VALVE WITH INTEGRAL CHECKS.

1. ALL PLUMBING FIXTURES SHALL BE SUPPLIED WITH WATTS "FLOODSAFE" AUTO-SHUT OFF CONNECTOR TYPE SUPPLY RISERS WITH BRAIDED STAINLESS STEEL CONNECTORS. THIS SHALL INCLUDE ALL FAUCETS, TOILETS, WASHING MACHINES, DISHWASHERS & ICE MAKERS. PROVIDE FULLY ACCESSIBLE SHOCK ARRESTORS ON SUPPLIES TO WASHING MACHINES, ICE MAKERS AND DISHWASHERS.
2. FIXTURES FOR USE BY THE DISABLED:
   A. INSTALL IN ACCORDANCE WITH A.D.A., STATE AND LOCAL REQUIREMENTS.
   B. THE FORCE REQUIRED TO ACTIVATE FLUSH VALVES SHALL BE 5 LBS MAXIUM.
   C. FLUSH ACTIVATOR SHALL BE LOCATED ON WIDE SIDE OF THE STALL.
   D. THE FAUCET CONTROLS AND THE OPERATING MECHANISM (OPERABLE WITH ONE HAND) SHALL BE OF THE TYPE NOT REQUIRING AN OPERATING FORCE EXCEEDING 5 LBS, OR TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST.

ELECTRIC WATER HEATER SCHEDULE

UNIT #	TYPE	GALLONS	INPUT KW	EFF.	GPH REC. @ 70°F RISE	VOLT/PHASE CURRENT DRAW (PER PHASE)	WEIGHT (LBS.)	DIMENSIONS	MANUFACTURER	
									MANUFACTURER	MODEL #
EWH-1	ELECTRIC	30	4.5	95%	53	208V - 1Ø	473	48" H x 20"Ø	RHEEM	ELDS30-TB

NOTES:
1. PROVIDE WITH EXPANSION VALVE, T & P VALVE AND WATER HEATER DRAIN PAN.
2. COORDINATE WATER HEATER LOCATION AND PIPING WITH MECHANICAL AND ELECTRICAL PLANS.

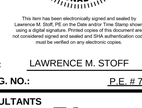
HOT WATER CIRCULATING PUMP SCHEDULE

UNIT #	DESCRIPTION	TYPE	GPM	FT HEAT	PUMP EFF. %	CONN. SIZE		MOTOR DATA				SELECTION BASED ON:		NOTES
						INLET	OUTLET	HP	RPM	VOLT	PH.	MANUFACTURER	MODEL	
HWCP-1	HOT WATER CIRCULATION PUMP	IN LINE PUMP	2	12	70	3/4"	3/4"	1/6	1750	120	1 PH	BELL & GOSSETT	SERIES 60	PROVIDE AQUASTAT AND TIME CLOCK.

studio1+
ARCHITECT:
studio1+
AA26003729
EDWARD 'JOE' KNOUS, RA
9100 CONROY WINDERMERE ROAD
SUITE 200 PMB 374
WINDERMERE, FL. 34786
407-590-0505
JOEKNOUS@STUDIOONEPLUS.COM

SEAL

Digitally signed by Lawrence M Stoff
Date: 2024.08.02 09:57:04 00'



This item has been electronically signed and sealed by Lawrence M. Stoff, PE on the Date and/or Time Stamp shown using a digital signature. Printed copies of this document are not considered signed and sealed and SHA authentication code must be verified on any electronic copies.

NAME: LAWRENCE M. STOFF

FL REG. NO.: P.E. # 78586

CONSULTANTS

Joseph, Lawrence & Co
Space Coast
Consulting Engineers
317 riveredge blvd. suite 110
cocoa, Florida 32922
Tel. 321.972.4466
www.jlceng.com
CA No. 32770

PROJECT
ACE HARDWARE NEW SMYRNA BEACH
540 NORTH DIXIE HWY

LOCATION
NEW SMYRNA BEACH, FL. 32168
AHJ: CITY OF NEW SMYRNA BEACH

DATE	ISSUED FOR
08/02/2024	PERMITTING

JOB NUMBER: 24-019
PROJECT MANAGER: -
DRAWN BY: JS/SP/RS
APPROVED BY: BLS/LMS

LAST FILED:
Tue, 06 Aug 2024
1:23pm

SHEET TITLE:
PLUMBING
DETAILS AND
SCHEDULES

SHEET NUMBER: P-301
REV.

CITY OF NEW SMYRNA BEACH COMMUNITY REDEVELOPMENT AGENCY
ADAPTIVE REUSE OPPORTUNITY (ARO) GRANT AGREEMENT

This agreement is entered into this _____ day of_____, 2024 by and between the City of New Smyrna Beach Community Redevelopment Agency, a Section 163.357, Fla. Stat., agency ("**GRANTOR**") and Blue Orange Holdings II, LLC ("**GRANTEE**"), a Florida Profit Corporation.

RECITALS

WHEREAS, **GRANTOR** has established an Adaptive Reuse Opportunity Grant Program to further the U.S. 1 Community Redevelopment Area (CRA) Master Plan and encourages the adaptive reuse of commercial properties by assisting in the cost of exterior commercial façade/property improvement projects within the U.S. 1 CRA Area; and

WHEREAS, **GRANTEE** is the owner of a property and President of a proposed new business located at 540 N. Dixie Freeway, New Smyrna Beach, and has made application for a grant under the Adaptive Reuse Opportunity Grant Program for roofing improvements, awnings/canopies, decorative exterior façade improvements, exterior doors/windows, landscaping around building improvements, irrigation, parking lot improvements, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, exterior security features; and

WHEREAS, **GRANTOR** has evaluated the application against the program criteria and finds that the proposed improvements to be made by **GRANTEE** satisfy the program criteria and will provide a great benefit to the CRA.

NOW THEREFORE **GRANTOR** AND **GRANTEE** AGREE AS FOLLOWS:

SECTION 1. IMPROVEMENTS. **GRANTEE** agrees to improve the roof, awnings/canopies, decorative exterior façade, exterior doors/windows, landscaping around building, irrigation, parking lot, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, exterior security features of the business located at 540 N. Dixie Freeway, as more particularly described in **Exhibit A**, attached hereto and incorporated herein, and in accordance with the following conditions:

(a) **GRANTEE**. agrees that it will execute a deed restriction recorded in the Volusia County Public Records, eliminating Pawn Shop, Boat, Motor, and Boat Trailer Sales and Service, Car Rental and Leasing, and Automobile Sales, Recreation Vehicle Sales, and Trailer Sales New and Used, including all vehicles with two wheels or more, from any future use of the property, in perpetuity. However, such deed restriction may permit, as an ancillary use to the primary use of the property, the sale of boats, motors, boat trailers, automobiles, recreation vehicles, trailers, or vehicles with two wheels or more, so long as those sales constitute less than 25% of the overall sales from the primary use of the property.

(b) **GRANTEE** agrees that it is required to obtain all necessary permits to proceed with the proposed exterior improvements and that all work must comply with the City's Land Development Regulations, the Florida Building Code, and any other applicable City, County, State or Federal regulations.

(c) **GRANTEE** agrees that the work involved for the proposed exterior commercial façade/property improvements must begin within thirty (30) calendar days of the date of last execution of this Agreement and that failure to begin work in that time frame may result in the proposed improvements being deemed ineligible for grant reimbursement.

(d) **GRANTEE** agrees and understands that all work eligible for reimbursement must be completed and approved by staff on or before August 31, 2025.

(e) **GRANTEE** agrees that the CRA/Economic Development Director may approve a maximum of two (2) grant extensions for a total of an additional 240 days. Any additional grant extensions shall require approval of the Community Redevelopment Agency.

SECTION 2. REIMBURSEMENT. GRANTEE understands that the maximum eligible amount for the aforementioned roofing improvements, awnings/canopies, decorative exterior façade improvements, exterior doors/windows, landscaping around building improvements, irrigation, parking lot improvements, exterior lighting, exterior wall repair, ADA improvements, signage, fencing, demolition of structure, public utilities and infrastructure, and exterior security features total eligible costs which must be a minimum of $500,000, not to exceed $250,000, and that this is a reimbursement grant. Based on the cost estimates provided by **GRANTEE** during the initial grant application totaling $678,244, the maximum eligible grant award to **GRANTEE** is $250,000, subject to the following conditions:

(a) **GRANTEE** understands and agrees that it shall incur all project costs and may receive reimbursement from **GRANTOR** only after the Section 1, "Improvements" have been completed in a professional and workman-like manner and completed in substantial conformity with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTEE** agrees that the project shall be deemed complete only after final inspection and approval by the CRA/Economic Development Department and the Development Services Director or designee. Such inspection will only be performed after the **GRANTEE** tenders the following to **GRANTOR**:

1) An executed and notarized contractor statement showing the full cost of the work, as well as each separate component amount due to the contractor and each subcontractor involved in furnishing labor, materials or equipment; and

2) Proof of payment for eligible reimbursable costs (e.g., detailed invoices and copies of processed or cancelled checks); and

3) Proof that all required local, state and federal permits were secured; and

4) Proof that all work passed the requisite inspections; and

5) Final lien waivers from all contractors and subcontractors.

No later than 30 days after approval, **GRANTOR** shall issue a check to the **GRANTEE** for an amount up to the maximum eligible grant award as demonstrated by the proof of payment.

(b) **GRANTOR** reserves the right to deny any reimbursement payment should the final inspection reveal that the work performed was not completed in a professional or workman-like manner or was not completed in substantial compliance with the approved plans, design drawings and specifications, as detailed in **Exhibit A**, and consistent with the terms of this Agreement. **GRANTOR** shall notify **GRANTEE** of any such findings in writing and sent via certified mail to Blue Orange Holdings II, LLC, 3440 Edgewater Drive, Orlando, FL 32804, mailing address P.O. Box 1013, Oakland, FL 34760.

(c) **GRANTEE** agrees that it is within the CRA/Economic Development Director's discretion to authorize partial grant payments based upon a draw schedule to facilitate the timely completion of approved projects, but in no event will the partial payments add up to an amount more than the maximum eligible grant award.

SECTION 3. INTERIM INSPECTIONS. GRANTEE agrees that the CRA/Economic Development Department shall periodically review the progress of the exterior commercial façade/property improvements. Such inspections shall not replace any permit inspection by the City's Development Services Department. **GRANTOR** agrees that the CRA/Economic Development Department shall notify **GRANTEE** of any work which does not appear to be in conformance with the approved plans, design drawings, and specifications. Such deficiencies shall be immediately remedied by the **GRANTEE**. **GRANTEE** agrees that failure to cure deficient or improper work may result in denial of any reimbursement payment request.

SECTION 4. ALTERATIONS. GRANTEE agrees not to alter, modify or remove the improvements made in accordance with this Agreement without the written permission of **GRANTOR** for a period of five years.

SECTION 5. MAINTENANCE. GRANTEE agrees to maintain the improvements made in accordance with this Agreement for a period of five years. **GRANTEE** agrees that if it does not maintain the improvements made in accordance with this Agreement for a period of five years, it shall reimburse **GRANTOR** all grant monies received under this Agreement for any exterior commercial façade/property improvements that have not been maintained. **GRANTEE** also agrees that if within the five-year maintenance period the exterior improvements are damaged by such things as automobiles, wildlife, acts of nature, or stolen, it shall notify **GRANTOR** and provide documented proof of such damage. **GRANTEE** agrees and understands that it shall repair or replace any of the exterior improvements that are damaged or stolen within the five-year maintenance period at its sole expense.

SECTION 6. FUTURE SALE. **GRANTEE** agrees that if the commercial property is to be listed for sale or lease within five years of the grant funds being awarded, **GRANTEE** or its authorized representative must notify the CRA in writing via certified mail within five calendar days prior to listing and either provide **GRANTOR** with reimbursement of the maximum eligible grant award prior to sale or lease or condition the sale or lease upon the new owner or tenant entering into this Agreement for the remainder of the five-year term.

SECTION 7. RELEASE AND INDEMNIFICATION. GRANTEE agrees that it releases **GRANTOR** from, and agrees that the **GRANTOR** shall not be liable for, and agrees to indemnify and hold harmless the **GRANTOR** and its officials, officers, employees and agents

from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program. **GRANTEE** further agrees to pay for or reimburse the **GRANTOR** and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action directly or indirectly connected with the Adaptive Reuse Opportunity Grant Program, including those incurred on appeal. **GRANTOR** shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action.

SECTION 8. OTHER WORK. Nothing herein is intended to limit, restrict or prohibit GRANTEE from undertaking any other work in or about the subject premises which is unrelated to the Adaptive Reuse Opportunity Grant provided for in this Agreement.

WITNESSES:

CITY OF NEW SMYRNA BEACH, COMMUNITY REDEVELOPMENT AGENCY

_____

Print Name: _____

BY: _____

FRED E. CLEVELAND, Mayor and Chairman

_____

Print Name: _____

ATTEST:

_____

KEVIN COWPER, City Manager

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by **FRED E. CLEVELAND**, as the Chairman, City of New Smyrna Beach Community Redevelopment Agency and **KEVIN COWPER** the City Manager of the City of New Smyrna Beach. They are personally known to me.

_____

NOTARY PUBLIC

Notary Seal

WITNESSES:

Print Name: Sara Kelly

Print Name: Jhaden Sanders-Carter

BLUE ORANGE HOLDINGS II, LLC.

BY: _____

JOHN W. McMILLAN Jr., Manager

ATTEST: _____

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 13 day of September, 2024, by **JOHN W. McMILLIAN Jr,** Manager of Blue Orange Holdings II, LLC. He is personally known to me or has produced FL Driver Lic as identification.

_____

NOTARY PUBLIC

Notary Seal

Notary Public State of Florida
Ben L Bacon III
My Commission HH 337196
Expires 2/17/2027

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF FY 24/25 CDBG FUNDS TO MAKE IMPROVEMENTS TO PETTIS PARK.

September 24, 2024

Background:

Volusia County's Community Assistance Division has received Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development (HUD). By utilizing the FY 2024/25 countywide allocation along with previously unallocated funds, the division is inviting non-profit organizations, local municipalities, and internal departments to submit applications for qualifying capital improvement projects.

On September 6th, the city submitted an application to install a shade structure over the existing playground equipment at Pettis Park. The county recognizes that all projects are currently pending approval by the city commission. Despite this, the county will continue to accept applications for review.
The allocation of funds must prioritize serving clients or groups presumed to be of low- or moderate-income. Proposed projects should align with the eligibility criteria under the Community Development Block Grant (CDBG) program, as outlined in 24 CFR Part 570. Emphasis will be placed on projects that are shovel-ready or can be completed within a 12-month timeframe. Additionally, projects must have an estimated cost of at least $75,000 to qualify for consideration.
The overall estimated expense for the installation of the shade structure over the existing playground at Pettis Park is $120,000.
City staff recommend that city commission approve the allocation of Community Development Block Grant (CDBG) funding for the construction of a shade structure at Pettis Park in the amount of $120,000.

Fiscal Analysis:
This federally funded project through the U.S. Department of Housing and Urban Development (HUD) is a reimbursable grant facilitated through Volusia County after all project related expenses have been verified. The city has outlined a need for $120,000 to successfully complete its proposed project. To support this initiative, the Community Redevelopment Agency (CRA) has committed up to $50,000 from its FY 24/25 Community Development Block Grant (CDBG) funds, if needed.

Strategic Plan Item:
No

Staff Report Created By: Irma Terry

Attachments:

FY24-25 Application-2-09102024101156.pdf

Volusia County
FLORIDA

County of Volusia

FY 2024/25

Community Development Block Grant (CDBG) Program

Capital Improvement Project Application

City of New Smyrna Beach

Applicant Name

Pettis Park Playground Shade Structure

Project Name

A. Application Checklist

FY 2024/25 CDBG Capital Project - Funding Application Checklist

*Applicant **MUST** place this initialed and signed checklist on top of all submitted proposals.*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
IT	Applicant Information
IT	Project description/Location & Implementation Responsibility
IT	Plan of Action
IT	Budget
IT	Procurement Description
IT	Applicable Procurement Policy (attach only the pages referenced)
DR	**Signed and Completed** Certification of Construction Need (Required for existing structures or facilities)
KC & IT	Signed and Completed Conflict of Interest Statement
IT	Attached Maps and Photos
IT	Attached Board, City Commission, or Department Director approval documentation including meeting agendas, meeting minutes, signed resolutions, etc.
	Other (If applicable) _____

Note: When filing out this application please refer to the FY 2024/25 CDBG Funding Application Instructions and Guidance.

B. Applicant Information

Name of Applicant: City of New Smyrna Beach

CDBG Primary Contact Name and Title:
(should be the same for all proposals) Irma Terry, Community Resource Coordinator

Email Address: iterry@cityofnsb.com Phone Number: (386) 314-4849

Project Manager Name and Title:
(Implementation) Jesse Kobe

Email Address: jkobe@cityofnsb.com Phone Number: (386) 410-2613

Proposed Project Title: Pettis Park Playground Shade Structure

Total Amount Requested: $120,000 Total Estimated Project Cost: $145,000

Additional Funds Available to Leverage, if applicable: $25,000

Source of Additional Funds, if applicable: Community Redevelopment Agency (CRA)

Physical Location of Proposed Project: 800 Mary Avenue, New Smyrna Beach, FL 32168

Certifying Representative	
▪ Person authorized to sign contract, if project is selected	▪ Please sign in **BLUE INK**
To the best of my knowledge and belief, data in this proposal are true and correct and the governing body of the applicant has duly authorized the document	

Signature: [signature] 9/6/24

Name: Kevin Cowper **Date Signed**

Title: City Manager

C. Project Description

Type of Project:

- ☐ Acquisition of Real Property
- ☐ Clearance/Demolition
- ☐ Public Facility Improvements (General)
- ☐ Senior Centers
- ☐ Neighborhood Facilities
- ☒ Parks, Recreational Facilities
- ☐ Flood/Drainage Improvements
- ☐ Code Enforcement
- ☐ Water/Sewer Improvements
- ☐ Non-Residential Historic Preservation
- ☐ Street/Sidewalk Improvements
- ☐ ADA Accessibility

Exact location/project address:
(Provide a site map clearly identifying where on the site the proposed project will take place)
Site map attached. 800 Mary Avenue, New Smyrna Beach, FL 32168

If applicable, please indicate the following:

Address Start: **800 Mary Avenue** Address End: _____ Linear Feet: _____

Summary of project:
(Provide a detailed description of the project to include the entire scope of work. Elements of the project not included in this section of the application may not be considered once awarded.)
The project will benefit block groups (1) and (4) and services 114. 4% meeting the low /moderate income requirement. The project aims to enhance the city playground with modern shade sails that seamlessly blend with the existing environment, covering the existing playground equipment only. The project scope involves hiring a general contractor to design, procure, and install a custom shade system. This system will include sails, cantilevers, columns, and fabrics, materials and parts including but not limited to joints/ extensions, plates, posts, in-ground mounts and anchor bolts , specifically tailored to cover the existing playground equipment, to include the 6-bay swing set in the specified area. A separate shade can be manufactured to cover the swing set separately. Primary colors will be used to match the existing equipment. Additionally, the project will involve the supply and installation of playground borders around the entire perimeter, including the existing swing set and benches. These borders will be 12 inches in height and made from recycled plastic, secured with galvanized stakes. Mulch may have to be replaced by the contractor if disturbed during the install. Trees will be trimmed by city staff or an arborists, if necessary.

Project Need and Justification:
(Describe the underlying purpose and need for the proposed project, including any alternatives considered, and how the proposed project is intended to address housing and/or community development needs.)
Creating a shaded area in the playground is an essential project that will significantly benefit the children and the community. By providing protection from the sun's harmful UV rays, the shade structures will ensure that children can enjoy outdoor play safely, reducing the risk of sunburn and heat-related illnesses. Moreover, shaded areas will create a more comfortable environment, encouraging longer and more frequent use of the playground.

Anticipated accomplishments and/or outcomes:

The anticipated accomplishment is to ensure all children and adults visiting the playground area will have access to a quality park that provides protection, safety and comfort. This enhancement not only promotes the health and well-being of the children but also increases the overall appeal and value of the park. Consequently, the community will likely see a rise in social interactions and outdoor activities, fostering a more vibrant and connected neighborhood. Overall, the park area will allow children to thrive and be considered a place of safety and comfort.

Describe the designated service area and beneficiaries:
(Provide a detailed description, photos, and a map that clearly shows the project site and area that will benefit from the proposed project.)

The service area was selected based upon the nature of the activity, location of the activity, accessibility issues, availability of comparable activities, and boundaries. Pettis Park is located on the corner of Duss and Mary Avenue in the Historic Westside area. The service area extends to block groups (1) and (4) and services 114. 4% meeting the low /moderate income requirement. There are several schools, children, churches and after school programs that would benefit from this upgrade. Please see Exhibit A attached

Existing Conditions and Trends:
(Provide a description of existing conditions, the character, features, and resources of the project area as well as any trends that are likely to continue in the absence of the project. Please cite current data to support your response.)

Without the implementation of the new shade structure project, several conditions, characteristics, and features of the project areas are likely to deteriorate. Existing playground equipment may continue to suffer from wear and tear, offering inadequate protection from the elements. Areas lacking shade could remain exposed, leading to potential health risks such as heatstroke or sunburn for visitors. Benches could benefit from shade as well to prevent exposure to harsh weather conditions, potentially reducing their longevity and usability. Overall, the absence of the project could hinder the quality of outdoor experiences and environmental sustainability in these areas.

D. National Objective

Activity will meet a national objective by: *(choose one of the two options)*

☒ **Area Benefit**
Uses census tract data to demonstrate more than 51% of beneficiaries are LMI.
(choose one of the two options)
☒ Census tract block group data
or
☐ Income survey conducted by agency/municipality

☐ **Limited Clientele Benefit**
Uses data for a certain population within the community.
(choose one of the two options)
☐ Will be income verified
or
☐ Presumed low-income by HUD

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
829.03	1	650	395	60.80%
829.03	4	1305	700	53.60%
	Total	1955	1095	114.4%

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

Similar Projects:
(Describe any similar capital projects previously carried out, and the outcomes. Describe any experience with implementing projects utilizing CDBG or other federal funding sources.)
Currently, there is a shade structure at the playground at the Babe James Community Center that was installed in FY 2021/2022. As a result of installing the shade, the community benefits from added value in the neighborhood, weather protection for children, families and playground equipment, and has proven to be more inviting for children and families.

Agency Capacity:
(Describe the agency's experience and current capacity to manage a capital project. Describe the agency's capacity to complete a competitive solicitation, oversee grant compliance, and manage contractors.)

The City of New Smyrna Beach has a team of highly qualified staff who are adept at managing capital projects with efficiency and precision. Their expertise extends to oversight of grants, ensuring that funds are utilized effectively and in alignment with project

goals. Additionally, they excel in managing contractors, ensuring that all work is completed to the city's standards and within stipulated timelines. The team is also proficient in executing competitive solicitations, ensuring that procurement processes are fair, transparent, and yield the best value for the city. With their thorough and professional approach, the City of New Smyrna Beach is well-equipped to handle capital projects successfully. The City can complete the project on a reimbursement basis.

Feasibility of Maintaining Project:
(Explain future maintenance as a result of the project)

The shade structures will be maintained by the Maintenance Operations Department. The shades will be taken down during extreme weather conditions. The playground specialists inspects the playgrounds quarterly to ensure the area is safe for the community.

E. Project Timeframe

Implementation Responsibility:

Who will be implementing the construction of the proposed project?

☐ Agency/Municipality Employees
☒ Contractor
☐ County of Volusia Employees (only applies to internal departments/divisions)

Comments about implementation responsibility (if needed):

n/a

Plan of Action:

Plan of Action below will become part of the Subrecipient Agreement if project is approved

(Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director, etc.), what factors were considered, what is unique to this project timeline, and note any potential concerns or delays. Projects that are shovel ready and can be completed within 12 months will be prioritized. See application instructions for an example POA.)

The Community Resource Coordinator developed the action plan by taking into account the responsibilities of the Purchasing Coordinator, Capital Projects Manager and past project collaborations. These factors could affect the project, so all factors were carefully considered when selecting the dates to achieve the best outcome. One tree in the area may have to be removed to accommodate the shade.

CDBG FY 2024/25 Plan of Action		
Milestones	**Planned Date**	**Notes (not required)**
Authorization to Proceed Received	**1/1/25**	**Remaining dates will adjust if ATP is not received by this date**
Technical Design & Procurement Documents Complete	**3/5/25**	
Complete Solicitation Package Submitted to Volusia County	**3/26/25**	
Solicitation Package Approved by Volusia County (Allow one week)	**4/4/25**	
Solicitation Advertised	**4/23/25**	
Pre-Solicitation Meeting	**5/5/25**	
Solicitation Opening	**6/4/25**	
Contract Award	**6/24/25**	
Pre-Construction Meeting	**7/7/25**	
Issue a Notice to Proceed	**7/9/25**	
Project Start Date	**7/21/25**	
Project Completed	**10/1/25**	
All Reimbursement Requests Submitted to Volusia County	**12/15/25**	

F. Project Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other: CRA
		Amount	AMOUNT	AMOUNT
Materials Costs	37,000			
Labor Costs	$55,000			
Engineering Services	2,000			
Other: ~~Estimated Footers~~	11,000			
Other: Contingencies	15,000			
Other: Leveraged				$25,000
SOURCE TOTAL (Column total)		$120,000		$25,000
TOTAL PROJECT COST (the total project costs, all funding sources)	145,000			

**Please note, due to grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than $1,000 will revert to countywide funds.*

Description of Budget:
(Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.)

The funds for this project will be allocated to the general fund account. The city has received an unofficial estimate of the project's cost, contingent on the absence of unforeseen circumstances. The General Funds are designated for construction purposes and will be reimbursed back into the fund upon the project's completion and the County's approval of all expenditures. The CRA Department has allocated $25,000 to support this project. While the city acknowledges the rise in material costs, we currently do not anticipate any funding issues. The project will be completed within the required time frame.

Leveraged Funds:
(Clearly explain what funds, if any, are being used to match CDBG funds for the project. If any funds are anticipated, but are not currently in hand, please note that here (ex: pledges).)

CRA funds will be used for leverage, if needed.

Outstanding Balance:
(Explain any remaining CDBG balances from prior year capital projects)

The county approved a transfer of $23, 326.48 from FY 22/23 to FY 23/24 due to the project being completed under budget. Therefore, the additional funds will support the completion of the current CDBG project.

G. § 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) ***Applicability.*** (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) ***Conflicts prohibited.*** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) ***Persons covered.*** The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) ***Exceptions.*** Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available.
(ii) Whether an opportunity was provided for open competitive bidding or negotiation.
(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section.
(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
(vii) Any other relevant considerations.

Name	Conflicts/Potential

Kevin Cowper	Irma Terry
Authorized Official	**CDBG Liaison**
Signature: [signature] Date: 9/6/24	Signature: [signature] Date: 9/5/24

H. Procurement

Eligible procurement:
Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the most strict of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of $50,000 for small purchases, which will be outlined in the FY 2024/25 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid. In the event that the municipality or agency procurement policy requires a formal bid for purchases less than $50,000, the municipality or agency shall follow their policy.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

What method of procurement will be used for this project:
Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the agency or municipality implementing the project. Attach the page of the policy that applies to the reference to this submission.
RFP will be used for this project. Purchasing Policy- Section C
A statement of describing the commodities or contractual services to be required (Scope of Services/Work); must identify all significant evaluation factors, including price, or cost. If the City contemplates renewal of the contract, a statement to that effect; criteria that will be used for evaluation of proposals; General terms and Conditions of use; Required Standard Forms; Certification, Vendor Information, Identification number and certification W-9; Non-collusion Affidavit; Sworn Statement and Drug free Workplace Certificate, etc. (Pages attached)

Procurement Reasoning:
Clearly explain why the method of procurement noted above is the best choice for this project.
The RFP allows the interested vendors to place a bid on the project. The RFP process involves the evaluation and selection of a consultant based upon various factors including, but not limited to the consultant's expertise, experience, social equity contracting/corporate responsibility, licenses or certifications, work history, understanding of the scope of work and the ability to resolve the issue or problem identified within the RFP document while providing a quantified cost for completing the work. The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be based solely on the basis of a price. The RFP must provide sufficient information about the projects background, needs, constraints, expectations of the consultant and the desired outcome for prospective proposers to prepare complete proposals that satisfy the project needs.

Procurement Management:
Explain who will be responsible for implementing the procurement method above, including their position. Explain past solicitations completed that show the capacity to complete a competitive solicitation (how it was advertised, type of projects, dollar amounts of projects, etc.).

Janet Vivian, Purchasing Coordinator has multiple years of experience in procurement. The Purchasing Coordinator in collaboration with the Capital Projects Manager or designee, Community Resource Coordinator and the project evaluation team will be responsible for implementing the procurement process. The implementation and management of the Community Development Block Grant (CDBG) activity involve a structured delegation of responsibilities to ensure efficient and compliant execution. The City's Purchasing Department operates with a mission to facilitate municipal goals by ensuring a fair, transparent, and efficient procurement process. This involves advertising all solicitations in the newspaper, notifying pre-selected bid lists firms, suggestions from the user department and publicly advertising according to the Florida Statutes and in-house policy. The scope of projects includes Invitations to Bid (ITB) and Requests for Proposals (RFP), among other types, as long as they align with the procurement policy. The Purchasing Coordinator plays a pivotal role in this process by developing and advertising projects across various city departments such as infrastructure, parks and recreation, property sales, land lease development, auditing services, professional services, etc. These projects may exceed the $50,000 bid limit, with dollar amounts varying depending on the specific project. This structured approach ensures the integrity and fairness of the public solicitation process.

I. Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The agency or municipality that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Agencies and municipalities should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the agency or municipality incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different agencies and jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the agency or municipality would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name and Title of Certifying Employee: David Ray

Email Address: dray@cityofnsb.com Phone Number: (386) 424-2202

Proposed Project Title: Pettis Park Playground Shade Structure

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☐ Rehabilitation ☒ New Construction

Reason for determination given: (Attach additional pages or documentation as needed)

David Ray — Certifying Employee Printed Name

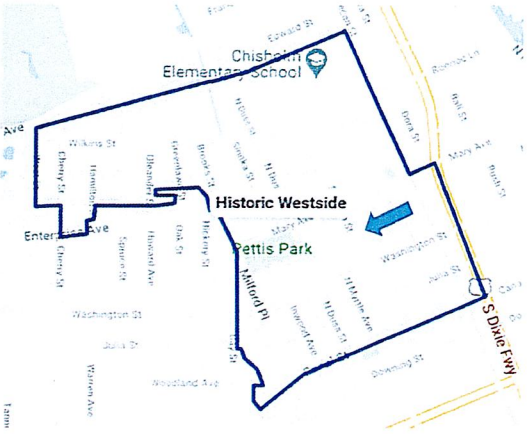
[signature] — Certifying Employee Signature

9/5/24 — Date

Exhibit A

Service Area Benefit





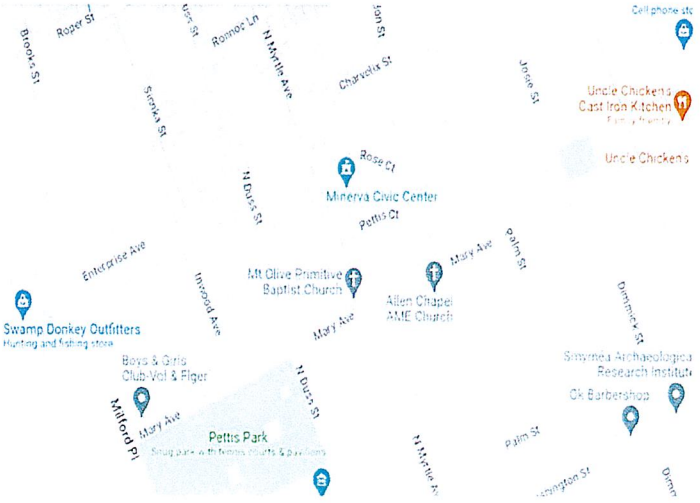


Exhibit B

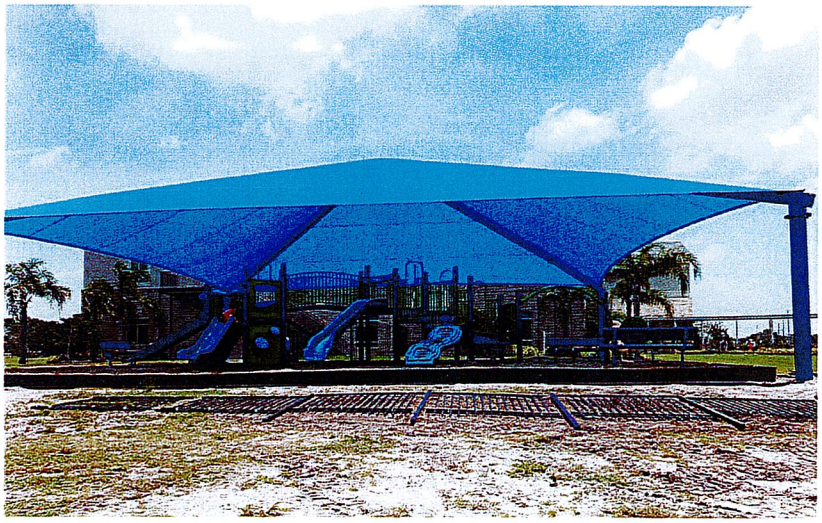
Current Pettis Park Playground



Exhibit C

Proposed Playground Shade Structure or Similar





PETTIS PARK PLAYGROUND AREA



THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF THE HIDDEN LAKES VILLAGE EMERGENCY ACCESS EASEMENT MAINTENANCE REIMBURSEMENT AGREEMENT.

September 24, 2024

Background:

The City is requesting approval of a Maintenance Reimbursement Agreement with Hidden Lakes Village, LLC, Interim Owner, LLC, and GGHL, LLC, and their respective successors, for the reimbursement of any extraordinary maintenance of the emergency access easement, located within the Hidden Lakes Golf Course, benefitting Hidden Lakes Village PUD (an approximate 112-unit project consisting of duplexes and golf villas), that may become necessary. The daily maintenance of the easement is the responsibility of the Hidden Lakes Golf Course. This agreement would cover any out of the ordinary maintenance not covered by the golf course.

Findings:

The City requests approval to enter into this Maintenance Reimbursement Agreement, attached as Exhibit A. In the event that extraordinary maintenance is necessary for emergency purposes and cannot be performed by the property owner, the City will we have the ability to make the necessary repairs and bill the appropriate parties per the agreement.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Exhibit A- Hidden Lakes Maintenance Agreement with NSB.pdf

MAINTENANCE REIMBURSEMENT AGREEMENT

This Maintenance Reimbursement Agreement ("Agreement") is entered into between HIDDEN LAKES VILLAGE, LLC, INTERIM OWNER, LLC and GGHL, LLC ("HLV Owners"), and the CITY of NEW SMYRNA BEACH, FLORIDA (the "City") (for convenience, the HLV Owners and the City are sometimes referred to herein individually as a "Party" and collectively, as the "Parties") this __day of_____, 2024 (the "Effective Date").

W I T N E S S E T H

WHEREAS, the HLV Owners are the owners of record of the real property that is legally described on Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, the Property is burdened by and subject to the City's Ordinance No. 106-20, and that certain Hidden Lakes Village Planned Unit Development Master Development Agreement (the "MDA") ; and

WHEREAS, under the terms and conditions set forth in the MDA, the City is to be granted the emergency access easement more particularly described therein; and

WHEREAS, in satisfaction of the condition regarding the emergency access easement set forth above, the City has been granted that certain Amended and Restated Emergency Access Easement which has been recorded in the Public Records of Volusia County, Florida at Official Records Book 8597, Page 3357. (the "EAE"); and

WHEREAS, as a condition to its acceptance of the EAE, the City has required that the HLV Owner's, for themselves and their respective successors-in-title, agree to reimburse the City, in the manner set forth below, for the ordinary and reasonable costs and expenses incurred by the City, from time to time, in connection with its maintenance of the area encompassed by the EAE (the "Easement Area") in accordance with the terms and conditions set forth in the EAE (collectively, the "Reimbursable Expenses"); and

WHEREAS, subject to the terms and conditions set forth in this Agreement, the HLV Owners, for themselves and their respective successors-in-title- desire to so reimburse the City.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the duties and obligations of the Parties set forth below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The matters set forth in the Recitals above are true and correct in all material respects and adopted and incorporated herein.

2. The HLV Owners, for themselves and their respective successors-in-title, covenant with and for the benefit of the City that, during the period of their respective ownership of the Property (but not thereafter), they will, upon their receipt, in each instance, of a written invoice describing, in reasonable detail, the maintenance performed by the City in the Easement Area during the period covered thereby and the associated Reimbursable Expense, promptly pay to the

City, the total of all such Reimbursable Expenses set forth therein (the "Property Owner Reimbursement Duty").

3. In order ensure that any home owner's association which either (i) is a successor-in-title to any portion of the Property or (ii) has a duty, under a recorded declaration of covenants restrictions, to maintain any portion of the Property (an "HOA"), is obligated to perform the Property Owner Reimbursement Duty, the City may condition its approval of any proposed subdivision plat for all or any portion of the Property, upon the due and proper recording, in the Public Records of Volusia County, Florida, of a declaration obligating such HOA established thereunder to assume and thereafter perform the Property Owner Reimbursement Duty during the time in which such Declaration is in full force and effect (a "Declaration"). For the avoidance of doubt, at such time, if ever, that a Declaration is so recorded, no HLV Owner, HOA, or any other successor-in-title to the Property, other than the HOA identified in such Declaration, shall have any obligation, of any nature whatsoever, to perform the Property Owner Reimbursement Duty.

4. This Agreement may be executed and delivered by facsimile, image attachment to electronic mail, or other electronic means and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, and representations, whether written or oral, relating to the subject matter hereof and shall be binding on and inure to the benefit to the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the HLV Owners and the City have executed this Agreement as of the Effective Date.

[Remainder of Page Left Intentionally Blank]

_____
Witness as to Hidden Lakes Village, LLC
Printed Name:_____
Address:_____
_____
_____

HIDDEN LAKES VILLAGE, LLC

By: _____
Name: _____
Title: _____

_____
Witness as to Hidden Lakes Village, LLC
Printed Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of {X} physical presence or {_} online notarization, this _____ day of _____, 2024, by: _____ as _____ of HIDDEN LAKES VILLAGE, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Printed Name: _____

My commission expires:

{affix notary seal/stamp}

INTERIM OWNER, LLC

_____
Witness as to Interim Owner, LLC
Printed Name:_____
Address:_____
_____
_____

By: _____
Name: _____
Title: _____

_____
Witness as to Interim Owner, LLC
Printed Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of {X} physical presence or {_} online notarization, this _____ day of _____, 2024, by: _____ as _____ of INTERIM OWNER, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Printed Name: _____

My commission expires:

{affix notary seal/stamp}

GGHL, LLC

_____
Witness as to GGHL, LLC
Printed Name:_____
Address:_____
_____
_____

By: _____
Name: _____
Title: _____

_____
Witness as to GGHL, LLC
Printed Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of {X} physical presence or {_} online notarization, this _____ day of _____, 2024, by: _____ as _____ of GGHL, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Printed Name: _____

My commission expires:

{affix notary seal/stamp}

_____
Witness as to City of New Smyrna Beach
Printed Name:_____
Address:_____
_____
_____

CITY OF NEW SMYRNA BEACH

By: _____
Name: _____
Title: _____

_____
Witness as to City Of New Smyrna Beach
Printed Name:_____
Address:_____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of {X} physical presence or {_} online notarization, this _____ day of _____, 2024, by: _____ as _____ of CITY OF NEW SMYRNA BEACH, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

_____
Notary Public
Printed Name: _____

My commission expires:

{affix notary seal/stamp}

Exhibit A

Parcel 1:

The Southerly 188.16 feet of the Northerly 738.16 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 2:

The Southerly 92.84 feet of the Northerly 921.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 3:

The East 45 feet of the West 465 feet of the North 71 feet of the South 420 feet of the Southwest 1/4 of the Northeast 1/4 and the North 199 feet of the South 349 feet of the East 150 feet of the West 570 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 4:

The South 75 feet of the East 303.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4 and the South 399.0 feet of the East 103.3 feet of the West 723.3 feet of the Southwest 1/4 of the Northeast 1/4, all in Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 5:

The Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Northwest corner of said Southwest 1/4 of the Northeast 1/4; thence South 89°12' East along the North line of said Southwest 1/4 of the Northeast 1/4, 515 feet; thence South 0°50' West, 738.16 feet for the Place of Beginning; thence North 89°22'30" East, 208.3 feet; thence South 1°34'30" West, 90.04 feet; thence South 89°22'30" West, 207.13 feet; thence North 0°50' East, 90 feet to the Place of Beginning.

Parcel 6:

The Southerly 308.00 feet of the Northerly 550.00 feet of the Easterly 208.30 feet of the Westerly 723.30 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 7:

The South 420 feet of the West 420 feet thereof, in the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 8:

A portion of the Southwest 1/4 of the Northwest 1/4, Section 12, Township 17 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the Southwest corner of said Southwest 1/4 of the Northwest 1/4; thence North 89°26'58" East, along the South line of said Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 433.09 feet for the Point of Beginning; thence North 00°10'00" East, a distance of 653.45 feet; thence North 89°30'35" East, a distance of 79.26 feet; thence North 89°44'04" East, a distance of 788.78 feet to the East line of said Southwest 1/4 of the Northwest 1/4 as long monumented and occupied; thence South 01°14'56" West, along said East line of the Southwest 1/4 of the Northwest 1/4 as long monumented and occupied, a distance of 649.71 feet to said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc.; thence South 89°26'58" West, along said South line of the Southwest 1/4 of the Northwest 1/4 as monumented by Upham, Inc., a distance of 855.81 feet to the Point of Beginning.

Parcel 9:

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, together with 18 foot non-exclusive easement for ingress and egress over and across the Easterly 18 feet of the Northwest of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 10:

The East 191 feet of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, LESS AND EXCEPT the North 180 feet.

Parcel 11:

The East 150 feet of the West 570 feet of the North 75 feet of the South 150 feet of the Southwest 1/4 of the Northeast 1/4 of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 12:

The South 2.0 acres of the East 1/2 of the Southeast 1/4 of the Northwest 1/4, LESS AND EXCEPT the East 191 feet thereof, of Section 12, Township 17 South, Range 33 East, Volusia County, Florida.

Parcel 13:

Part of the Northeast one quarter of Northwest one quarter of Section 12, Township 17 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:
Begin on the East line of said Northeast one quarter of the Northwest one quarter of Section 12 at a point in which is 491 feet North of the Southeast corner of said Northeast one quarter of the Northwest one quarter of Section 12; thence South 74° 27' 40" West a distance of 323.17 feet; thence North 0° 49' 08" East, a distance of 60.00 feet; thence South 89° 33' 54" West, a distance of 22.19 feet; thence North 36° 52' 40" East, a distance of 234.95 feet; thence North 75° 51' 19" East, a distance of 34.09 feet; thence North 42° 04' 14" East, a distance of 171.06 feet to the West right of way of the Florida East Coast Railroad a 100 feet r/w; thence South 48° 56' 24" East along said West right of way a distance of 63.16 feet to the East line of said Northeast one quarter of the Northwest one quarter; thence South 0° 48' 30 West along said East line a distance of 255.05 feet to the point of beginning, less road right of way.
Also less:
That certain property more particularly described as follows: Commence on the East line of said Northeast 1/4 of the Northwest 1/4 of Section 12, Township 17 South, Range 33 East at a point which is 491 feet North of the Southeast corner of said Northeast 1/4 of the Northwest 1/4 of Section 12; thence South 73° 39' 00" West, a distance of 323.20 feet; thence North 60.00 feet; thence West 21.55 feet for the point of beginning of said overlap; thence continue West 0.25 feet; thence North 36° 04' 00" East, a distance of 234.36 feet; thence North 75° 02' 29" East, a distance of 1.98 feet; thence South 36° 19' 09 West, a distance of 234.75 feet to the point of beginning.

THE CITY OF NEW SMYRNA BEACH - DEVELOPMENTAL SERVICES

CONSIDER THE APPROVAL TO AWARD RFQ 26-24-PLAN FOR PROPERTY APPRAISAL SERVICES TO BULLARD, HALL & ADAMS, INC., COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC, CUSHMAN & WAKEFIELD, EMINENT VALUATION PLC, HEFFINGTON AND ASSOCIATES, POMEROY APPRAISAL, PROPERTY VALUATION & CONSULTING, INC., AND THE URBAN GROUP, INC.

September 24, 2024

Background:

On June 17, 2024, the City advertised RFQ 26-24 PLAN for Property Appraisal Services. The intent is to select qualified Property Appraisal Firms with the capability and interest in providing services necessary to determine the market value of parcels identified in any “Work Assignment". In addition, to provide electronic and hard copies of an appraisal report. Services to be provided under this agreement will be provided on an as-needed basis using purchase orders issued by the City.

Findings:

Proposed Evaluation:

In response to the advertisement, the City received submittals from the following eight (8) firms:

1. Bullard, Hall & Adams, Inc.
2. Colliers International Valuation & Advisory Services, LLC
3. Cushman & Wakefield
4. Eminent Valuation, PLC
5. Heffington and Associates
6. Pomeroy Appraisal
7. Property Valuation & Consulting, Inc.
8. The Urban Group, Inc.

An evaluation committee meeting was held on July 24, 2024. 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:

92.67 Property Valuation & Consulting, Inc.

91.33 Pomeroy Appraisal

90.33 Heffington and Associates

88.33 Bullard, Hall & Adams, Inc.

87.67 Colliers International Valuation & Advisory Services, LLC

87.33 Eminent Valuation, PLC

83.47 The Urban Group, Inc.

83.33 Cushman & Wakefield

It was the consensus of the committee that all eight (8) firms are qualified and well experienced. The Committee members made their determination based on qualification, years of experience, project approach, projected workloads of the firm, client references, and financial stability.

The initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

Recommendation:

Staff recommends City Commission approve and awarding the contracts to Property Appraisal Services to Bullard, Hall & Adams, Inc., Colliers International Valuation & Advisory Services, LLC, Cushman & Wakefield, Eminent Valuation, PLC, Heffington and Associates, Pomeroy Appraisal, Property Valuation & Consulting, Inc., and The Urban Group, Inc., with the initial term of the contracts of three (3) year from the date of the award. After the initial term, the agreement may be automatically renewed, for one (1) optional two (2) years, with the maximum cumulative term of five (5) years.

Fiscal Analysis:

Each work order is dependent upon the requested services and will be charged based on

the fee structure provided by each firm in their proposal. The funding for the consultants is budgeted under Other Professional Services account number 001.51.515.51501.531099.

Strategic Plan Item:

No

Staff Report Created By: Stephanie Ferrara - Development Services Coordinator

Attachments:

RFQ 26-24-PLAN PROPERTY APPRAISAL SERVICES.pdf
Evaluation Tabulation.pdf
Bullard, Hall & Adams Agreement - COI - Proposal.pdf
Colliers International Valuation & Advisory Services Agreement - COI - Proposal.pdf
Cushman & Wakefield Regional, Inc. Agreement - COI - Proposal.pdf
Heffington & Associates, LLC Agreement - COI - Proposal.pdf
Eminent Valuations, PLLC Agreement - COI - Proposal.pdf
Pomeroy Appraisal Associates of Florida Inc Agreement - COI - Proposal.pdf
Property Valuation & Consulting, Inc. Agreement - COI - Proposal.pdf
The Urban Group, Inc. Agreement - COI - Proposal.pdf

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

https://www.cityofnsb.com/

RFQ 26-24-PLAN

PROPERTY APPRAISAL SERVICES

RELEASE DATE: June 17, 2024
DEADLINE FOR QUESTIONS: June 28, 2024
RESPONSE DEADLINE: July 24, 2024, 5:00 pm

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

City of New Smyrna Beach

RFQ 26-24-PLAN

Property Appraisal Services

I. Public Notice .....
II. Introduction .....
III. General Definitions .....
IV. Scope of Services .....
V. General Information .....
VI. Evaluation Committee and Criteria .....
VII. Submittal Requirements .....
VIII. Insurance Requirements .....
IX. Required Responses .....

Attachments:

A - Public Records
B - Draft Agreement
C - Required City Forms - Notarized
D - Required City Forms - Non-Notarized
E - Reference Questionnaire

I. Public Notice

26-24-PLAN

Property Appraisal Services

The City of New Smyrna Beach, Florida (the “City”) is accepting sealed qualifications from individuals or firms to providing Property Appraisal Services pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055.

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, June 17, 2024
City website: www.cityofnsb.com
OpenGov: https://procurement.opengov.com/portal/cityofnsb

II. Introduction

Thank you for your interest in doing business with the City of New Smyrna Beach, Florida. If you are interested in preparing a response to this solicitation, please read the solicitation package in its entirety prior to submitting a response.

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

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

II.A Summary

The City of New Smyrna Beach, Florida, is seeking statement of qualifications from qualified consultants (hereafter, "Contractor or Proposer") to perform some or all aspects of professional appraisal services on an as-needed basis" pursuant to the "Consultants Competitive Negotiation Act," Florida Statutes 287.055.

Appraisal related services may involve residential properties, commercial properties, and vacant land. At times, the services may be provided in conjunction with right-of-way acquisition by eminent domain. Responders to this RFQ shall specify whether they are licensed and/or certified to perform all or some of these types of appraisal related services in Volusia County, Florida.

Proposers shall describe their experience in assisting local governments with right-of-way acquisition by eminent domain.

Qualifications will only be accepted from Contractors in which the appraiser(s) possess Member Appraisal Institute (MAI) designation, registered professional within the State of Florida and have a minimum of five (5) years of experience in the requested area of practice.

It is anticipated that more than one individual or firm may be selected for a contract period of three (3) years, with the possibility of one (2) optional automatic two (2) year renewal, for a total of five (5) years. If made, the recommendation of award will be made to the best overall professional consultant(s) whose qualifications proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this document.

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 basic contract. The basic contract does not authorize the performance of any work or require the City to place orders for work. Expiration of the term of the basic contract will have no effect upon task assignments issued pursuant to the basic contract and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work previously authorized by the City. 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 32,400. 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	June 17, 2024
Deadline for Written Questions	June 28, 2024, 5:00pm
Proposal Submission Deadline	July 24, 2024, 5:00pm
Opening of Submittals	July 25, 2024, 9:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338, Phone Conference ID: 588 393 154#
Evaluation Meeting	August 1, 2024, 10:00am Microsoft Teams Meeting, Call in (audio only) 786-636-1338, Phone Conference ID: 478 926 350#
Recommendation of award to City Commission	August 27, 2024

III. General Definitions

The following is a list of definitions for common purchasing terms. These terms are defined to provide a common understanding. Terms "Consultant", “Contractor”, “Company”, “Firm”, “Corporation”, “Business”, “Proposer,” “Respondent”, and/or “Vendor,” are used interchangeably within solicitations and are in reference to the person or entity submitting a response to a solicitation.

A complete, comprehensive reference guide for public purchasing terms and concepts can be found on the National Institute Government Purchasing (NIGP) website.

III.A Definitions

Agreement: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously.

Bid: A quotation of price for commodity or service in response to an invitation to offer a price for commodity or service. These quotations may be formal or informal as defined herein.

City: City of New Smyrna Beach.

Claims and Notices: A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented to the City Manager or designee. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

Competitive Sealed Bids: The receipt of one or more sealed bids or proposals submitted by responsive and qualified bidders or offerors.

Construction: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally, does not apply to routine maintenance, repair, or operation of existing real property.

Consultant: A person or company that possesses unique qualifications that allow them to perform specialized advisory services usually for a fee.

Contract: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

Contractor: A person or firm who contracts to sell commodities or contractual services to the City.

Debarment: 1. Prohibits a seller or contractor from bidding on future requirements for cause for a certain period of time. 2. A sanction brought against a seller whereby they may not engage in future procurement actions. 3. To exclude or shut out of future solicitations and contracting opportunities.

Drawings: The drawings listed and described in the Contract Documents.

Evaluation Committee: A committee established to conduct an evaluation of proposals, interviews, and negotiations during the solicitation process for a specific product or service. Usually composed of representatives from the functional area identified in the solicitation. May also be described as a Review Committee.

Firm: A partnership or business unit of two or more persons not recognized as a corporation.

Formal Bid: A written quotation of price for a commodity or service submitted in response to a written invitation or legal advertisement to offer a price for said commodity or service. Such

quotations are submitted in a sealed envelope and opened at a specified time and place. Also known as a Solicitation.

Informality or Waiver: The act of disregarding minor informalities, errors, or technical nonconformance in the bid or proposal that will not adversely affect the competition or prejudice one bidder in favor of another.

Owner: City of New Smyrna Beach

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. Scope of Services

The awarded Contractor will provide appraisal-related services on a continuing, non-exclusive, “as needed” basis.

IV.A Scope of Services

A. The Appraiser shall perform all of the services necessary to determine the market value of the parcels identified in any "Work Assignment" and provide electronic and hard copies of an appraisal report for each parcel to the City. In addition to a determination of market value, the Appraiser shall determine any applicable costs to cure and severance damages and shall inform the City in writing of any perceived business damages and any environmental issues.

B. Appraiser shall be responsible for ensuring that any and all items lying within the proposed property have been identified. Improvements and cost to cure items such as fences, walls, signs, landscaping, drywells, backflow devices, etc. must be addressed in the appraisal report.

C. It is understood that the Appraiser shall utilize the services of any and all sub consultants necessary for any given assignment, to include engineers, land planners, general contractors, and arborists, in order to arrive at a complete and accurate estimate of compensation due, and that the costs associated with the involvement of said sub consultants shall be reflected in the Appraiser's initial price proposal for the project.

D. Each "Work Assignment" shall identify, at a minimum, the parcel(s) of real estate to be appraised, the delivery due date(s) for appraisal reports, the type of property interest to be appraised, and the Appraiser's fee (expressed as either a lump sum, fee per parcel, or hourly rate depending upon the structure of the City's Request for Price Quotes for the project in question and the Appraiser's response thereto).

E. Designate a single point of contact within the organization to which the City can look for timely resolution of any issues which arise related to work in performance of assigned projects.

F. Accept no assigned projects in which, either principals and/or employees of Appraiser directly or indirectly, has any financial or personal interest in or to any tract, piece or parcel of land included within the limits of a particular parcel or project requiring title services.

G. The Appraiser shall perform all services and prepare all reports in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as all provisions of local, state and federal applicable laws, ordinances and regulations.

H. The Appraiser shall personally perform all of those services requiring the exercise of an appraiser's judgment and those services which require an appraiser's conclusion or opinion, including correction of appraisal deficiencies, if any.

I. The Appraiser shall be responsible for the preparation and submission of all appraisals required on parcels assigned.

J. Appraisals shall be completed within 30 days of notice to proceed unless other terms are agreed to by the City of New Smyrna Beach.

K. Incomplete, inaccurate, or defective work shall be corrected by the selected Appraiser within such time specified by the City at no additional costs.

L. Appraiser shall provide assistance on general requests such as for affidavit forms, clarifications on commitments, etc.

M. Provide on-site visits prior to appraisals

IV.B Appraisal Reports

Appraisal reports should be prepared in accordance with the provisions of the Uniform Standards of Professional Appraisal Practice (USPAP) and the State of Florida Appraisal Board. Unless otherwise instructed or approved by the City, each report shall be permanently bound on the left with plastic comb binding and the pages shall measure 8½ " x 11".

The Reports shall contain, at a minimum, all of the following elements to enable the City to review and accept the report:

A. Introduction:

- Letter of Transmittal
- Certification of Value
- Title Page
- Table of Contents
- Summary of Salient Facts and Conclusions
- Property Owner Contact Letter
- Purpose of the Appraisal
- Definition of Market Value
- Property Rights Appraised
- Type of Property
- Owner of Property
- History of Property for the last five years
- Area Data
- Neighborhood Data

B. Market Value of Parcel:

- Appraisal Problems
- Description of Parcel
- Highest and Best Use Analysis
- Methods of Valuation, discussion and explanation

- Reconciliation

IV.C Minimum Qualifcations

A. Licensing in accordance with Florida Administrative Code Rule 14-95 as a State Certified General Real Estate Appraiser.

B. Possess Member Appraisal Institute (MAI) Designation

C. State Appraisal Certification as specified in Chapter 475, Part 2, Florida Statutes.

D. Memberships and designations in Appraisal Associations as specified in Chapter 253.025, Florida Statutes.

E. Appraiser shall provide resumes of all personnel that may be assigned to a project during the contract period and copies of current licenses and or certifications required to perform the scope of service.

F. Experience working with local government and municipalities.

G. Be registered professional within the State of Florida.

H. Have a minimum of five (5) years of experience in the requested area of practice.

IV.D Agreement

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.

If made, the recommendation of award will be made to the best overall Proposer whose proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this RFQ. The City will not use any other factors or criteria in the evaluation of the qualifications received.

Proposer acknowledges, that the selected Firm(s) shall be required to sign a standard City agreement within four-teen (14) days of Notice of Selection for Award. In no event shall an agreement be considered binding upon the City until it has been properly executed by all parties. Failure on the part of the successful Proposer to execute an Agreement as required will be just cause for the rescindment of the award.

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.

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. In the

event of a conflict in the interpretation of the Contract or the terms of the Contract, the interpretation most favorable to the Owner shall prevail.

Contract Negotiations: The City will attempt to negotiate an agreement with the top ranked firm(s) or individual which is determined to be in the best interests of the City. The agreement will cover all aspects of the scope of services as described herein.

Contract Term: Contract period is three (3) years with the possibility of one (1) optional automatic two (2) year renewal period term upon mutual consent of the parties. The successful proposer(s) will hereinafter be referred to as "Professional Consultant". The city reserves the right to solicit for additional services related to projects funded by state, federal and/or programmatic grants.

IV.E Fee Schedule

Within fourteen (14) days of Notice of Selection, the selected Firm(s) shall provide a detailed list of professional hourly rates, fees schedule, and any reimbursable items such as additional copies, postage, etc. The City shall only be billed for reimbursable items with prior approval of the Designated Representative. Any work performed by the Consultant without approval by the City is performed at the Consultant's own election.

Compensation to the Consultant for the services performed shall be as set forth on City issued purchase order as a result of a detailed proposal from the awarded consultant.

The City shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each project.

V. General Information

V.A Ambiguity, Conflict, or Other Errors

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in the solicitation, the respondent shall immediately notify the Purchasing Department, noted herein, of such error in writing and request modification or clarification of the document. The City shall make modifications by issuing an addendum through the City's e-Procurement portal. No interpretation shall be considered binding unless provided in writing by the City of New Smyrna Beach.

The respondent is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the solicitation prior to submitting the proposal or it shall be waived.

V.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.

V.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.

V.D City's Rights

The City of New Smyrna Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the respondent of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Smyrna Beach and the awarded firm or consultant.

The City has the sole discretion and reserves the right to cancel or withdraw this solicitation at any time for any reason, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so.

The City also reserves the right to award a contract based on experience and qualifications or to award only a portion of the services specified, if deemed to be in the City's best interest.

V.E Collusion Among Firms

More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

The Proposer, by affixing its signature to a submitted proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation submitting and making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

V.F Completeness and Compliance

Submitted proposals shall contain the information as required in this solicitation. Failure to submit the required information, or proposals that are incomplete and/or lack key information, may be rejected by the City.

All items contained in the proposal must be in total compliance with the specifications of this solicitation. Alternate proposals will not be considered unless specifically called for in this solicitation. Proposers' attention is specifically called to the terms, conditions, and special provisions of this solicitation. 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.

V.G Cone of Silence/Lobbying

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a City Commission Member, the City Manager, any requesting or evaluating Department/Division/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the black-out period.

A lobbying black-out period commences upon the issuance of this solicitation document.

If a recommendation to award is presented to City Commission for approval or for a request to provide authorization to negotiate a Contract(s) and the City Commission refers the item back to the City Manager, Procurement Department and/or the requesting Department further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Black-out Period will be reinstated until such time as the City Commission meets to consider the item for action.

Bidders, respondents, potential vendors, service providers, lobbyists, consultants, or vendor representatives shall not contact any City Commission member, the City Manager and/or any member of the evaluation committee concerning an active solicitation during the Cone of Silence/Lobbying Black-out Period.

V.H 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.

V.I Cost of Submittal

Proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost to the Proposer and shall not be passed on to or be borne by the City. By submission of a proposal, the Proposer agrees that any and all costs associated with the

preparation of the proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the City shall bear no responsibility for any costs associated with the preparation of the proposal including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

V.J Determining Responsibility

The determination as to whether a Proposer is considered responsible shall be at the sole discretion of the City. The City may request information relating to contracts similar to the requirements of this solicitation.

The City also reserves the right to reject the proposal of a proposer who has previously failed to perform properly or complete projects timely, whose investigations show that the proposer is not in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, may be considered:

A. The Proposer's ability, capacity, and skill to provide the goods or to perform the service within the time specified;

B. The character, integrity, reputation, judgement, experience and efficiency of the Proposer;

C. The quality of performance of previous contracts or services including previous performance with the City;

D. The sufficiency of financial resources to meet the obligations of the required contract and to perform the services;

E. Quality Control Program.

F. Contract claims, litigation filed against the Proposer or filed by the Proposer for equitable adjustment; Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association in the past five (5) years.

G. Ability to provide future maintenance, service, and support of the goods/services under contract; and,

H. Whether the Proposer is in arrears to the City on a debt or a contract or is a defaulter on surety to the City; or whether the Proposer's taxes or assessments are delinquent.

I. Such other information as may be relevant or secured.

V.K Due Date

Electronic proposals shall be received prior to 5:00 pm on Wednesday, July 24, 2024 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.

V.L 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.

V.M 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.

V.N 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.

V.O 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.

V.P 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.

V.Q 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 Wednesday, July 24, 2024. 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.

V.R 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.

V.S 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.

V.T 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.

V.U 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.

V.V 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.

V.W 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.

V.X Opening of Proposals

Electronic proposals will remain sealed until the time of the opening listed in the Timeline of Section II.D of this document. Through Microsoft Teams, the received proposals will be publicly opened and the Proposers' names read aloud at that time. It is important to note that this is public meeting, and the meeting will be recorded.

Proposers may contact the City's Purchasing Agent to obtain information to view the opening of the received proposals. No discussion of the proposals will occur at this time.

V.Y 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.

V.Z 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.

V.AA 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.

V.BB 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.

V.CC 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.

V.DD 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.

V.EE 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."

V.FF 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.

V.GG 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.

V.HH 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.

V.II 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.

V.JJ 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).

V.KK 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.

V.LL Validity of Submittal

Submittals cannot be withdrawn after they are filed unless the respondent makes their request in writing to the City prior to the time set for the closing of solicitation.

All submittals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

V.MM Termination

Termination for Convenience: The City reserves the right to terminate the Agreement in whole or part at any time without penalty or cause, which termination date shall not be less than thirty

(30) days after the date of such written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the City. In the event of termination under this provision, all goods, materials, documents, data and reports prepared by the Contractor under the Agreement shall become the property of and delivered to the City. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination. Such compensation shall be the Contractor's sole remedy against the City in the event of termination under this provision.

Termination for Cause or Default: The City reserves the right to terminate the Agreement in whole or in part due to the failure of the Professional Consultant to comply with any term or condition of the Agreement, including failure to acquire and maintain all required insurance policies or to make satisfactory progress in performing the Agreement. The City shall provide written notice of the termination and the reasons for it to the Professional Consultant(s). Upon termination under this provision, all goods, materials, documents, data and reports prepared by the Professional Consultant(s) under the Agreement shall become the property of and be delivered to the City on demand. The City may, upon termination of the Agreement, procure, on terms and in the manner that it deems appropriate, materials, or services to replace those under the Agreement. The Professional Consultant(s) shall be liable to the City for any excess costs incurred by the City in re-procuring the materials or services.

Force Majeure: No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God

b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)

c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest

d) Government order or law

e) Actions, embargoes or blockades in effect on or after the date of this Agreement

f) Action by any governmental authority

g) National or regional emergency

h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and

i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure

Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent the Professional Consultant(s) from timely performing its functions under this Agreement.

VI. Evaluation Committee and Criteria

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.

VI.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 Points Per Evaluation Committee Member
Qualification: Includes MAI Designation, professional license, Organization of Team and Team Management	40

Experience	30
Project Approach	15
Team Location	10
References	5
Total	**100**

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 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.

A. Cover Page, including logo that represents the firm submitting a proposal
B. Letter of Interest
C. Professional Licenses and Certificates
D. Organization of Team
E. Team Management
F. Experience
G. Project Approach
H. Team Location
I. References
J. Acceptance of Conditions
K. City Required Forms
L. Complete Copy of Submittal

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.B 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. 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.C Professional Licenses and Certifications

Clearly indicate appraiser(s) with M.A.I. Designation, include copies of all professional licenses and/or certifications and proof of Active State of Florida Registration with the Division of Corporations.

VII.D Organization of Team

At a minimum shall include:

- Organizational staff charts depicting the team, including roles and responsibilities in relation to the scope of services described herein. The chart should include the office location of each key team member assigned to the City. If a team member at more than one office, indicate the amount of staff time (in hours per week) allocated to each office. Key team members assigned to the City shall include those individuals anticipated to specifically provide services to the City and those who will be responsible for the Contractor's overall performance, including Quality Control. The Organizational Chart shall also illustrate the lines of authority.
- Provide the name, office location, background, education, and experience of the Contractor's Project Manager. This individual will be the contact person for all services performed by the Contractor for the City.
- Provide one-page resumes for all key personnel, such as lead appraisers, including key personnel from any subcontractors, identified on the Organizational Chart. Resumes shall include the person's title, current position with the Contractor, length of time with the Contractor, total years of relevant experience, a summary of relevant professional qualifications, education, and current professional registrations.
- Identify any services to be provided by subcontractors and provide the name and contact information for each subcontractor's contact person, including the office location. Provide summaries of each subcontractor's experience relative to the

portion of the service(s) they intend to provide and quantify the number of successful projects delivered using the same organizational delivery structure (prime Contractor + subcontractor).

- Training & Certification - Summarize the credentials of the organizational team members, addressing training and certifications.

VII.E Team Management

At a minimum shall include:

- Describe team management and how services are managed; Demonstrate understanding of and delivery of appraisal services.
- Describe the way the Contractor will allocate staff resources to this contract, including managerial, technical, administrative/clerical staff and subcontractors; describe the Contractor's current workload; describe the way in which the Contractor develops and maintains schedules and manages workload.
- Describe how the Contractor will coordinate with the city and what the city can expect regarding responsiveness.
- Provide a description of how your Contractor ensures that services will be completed on time and within budget.
- Describe the Contractor's technical equipment and software/hardware resources and capabilities applicable to this contract.
- Describe how the Contractor will ensure compliance with all applicable, most recent, federal, state, and local regulations and guidelines.
- Describe the Contractor's Quality Management Plan or Quality Control Plan. What percent of the project contract cost would typically be dedicated toward quality control? What team members will be assigned to quality control?

VII.F Experience

Provide a minimum of five (5) recent projects:

- List projects which are similar to this scope that your firm has recently completed within the past six months within Volusia County Include the following for each project.
- List projects related to local government and municipalities.

For each project include:

- Project name, owner name, and contact information.
- Brief description of work.
- Name of Role of Key Personnel involved in project.
- Project status.

VII.G Project Approach:

At a minimum shall include:

A. State your typical approach when conducting appraisals, including how many site visits to a property is normally completed.

B. List any innovative approaches or techniques your firm has implemented to ensure appraisals are completed in a timely manner

C. Discuss your firm's estimating procedures and how you integrate new ideas or methodologies to assist your client needs.

D. Discuss why your firm is a fit for the city and why your firm should be selected.

VII.H Team Location

This criterion is based on the location of the physical address of the principal project office from which the firm will be working during the term of the contract. It is based on the sum of the distance from the principal project office to the City of New Smyrna Beach City Hall address of 210 Sams Avenue, New Smyrna Beach, Florida, 32168. The relative location of the office/team conducting services is broken down into five (5) distances and will be scored as follows:

Distance (Miles)	Score
0-50	10
51-100	8
101-150	6
151-200	4
>200	0

VII.I References

Provide a list of five (5) previous customers during the past five (5) years for all work of similar size and scope. Preferably local government or municipalities for which proposer has performed (or is currently performing) work similar in nature as described herein. The services provided to these clients should have characteristics as similar as possible to those requested in this document. A Reference Form has been provided in the Attachment Section of this Document.

Information provided for each client shall include the following:

A. Client name, address, and current telephone number.

B. Description of services provided.

C. Time period of the project or contract.

D. Client's contact reference name, email and current telephone number.

Failure to provide complete, accurate, and current client information, as specified here, may result in the disqualification of your Proposal.

The City reserves the right to contact any and all references to obtain ratings for the performance indicators as indicated in the Evaluation Criteria.

In addition to the completed Reference Form, Proposer's shall provide each reference listed a copy of the Reference Questionnaire that is provided in the Attachment Section of this document. References shall email the completed form to purchasing@cityofnsb.com prior to 5:00 pm on Wednesday, July 24, 2024, with RFP 26-24-PLAN Property Appraisal Services in the subject line of the email.

Note: The City of New Smyrna Beach, including the Airport, shall not be listed as a reference.

VII.J Acceptance of Condition

Statement indicating any exceptions to the general terms and conditions of this RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

VII.K City Required Forms

Completed City required forms provided in the Attachment Section of this solicitation and all signed Addendums.

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

VII.L Complete Copy of Submittal

Upload as one (1) PDF document a complete copy of each submittal requirement as they are listed above.

VIII. Insurance Requirements

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.

VIII.A 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.

Statement of Insurance Compliance Form provided in the Attachment Section shall be completed and submitted with proposal.

VIII.B Insurance Requirements

The selected Firm or Individual will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this solicitation in accordance with the laws of the
    1. State of Florida. Employers' Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following:
    2. $500,000 Each Accident
    3. $500,000 Disease Each Employee
    4. $500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:
    1. $1,000,000 Bodily Injury & Property Damage-each occurrence
    2. $2,000,000 Personal & Advertising Injury-each occurrence
    3. $2,000,000 General Aggregate
    4. $2,000,000 Products/Completed Operations Aggregates limit
    5. $ 5,000 Medical Payments
    6. $ 100,000 Fire Damage Legal Liability
    7. Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than $1,000,000, protecting the selected firm against

claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

1. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, The City of New Smyrna Beach requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.
2. Cancellation: Thirty (30) days written notice of cancellation is required to Certificate Holder

Certificate Holder:

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

IX. Required Responses

IX.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

IX.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

IX.C Title of Position and Company Name*

Provide the title of the Prime Proposer and company name of the organization.

*Response required

IX.D Employer Identification Number**

Provide the Employer Identification Number.

*Response required

IX.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

IX.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

IX.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

IX.H Acknowledgment of Insurance Requirements*

By submitting a response to this solicitation, the Proposer acknowledges the required insurance conditions listed herein.

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.

☐ Please confirm
*Response required

IX.I Conflict of Interest Disclosure*

PROJECT NUMBER: 26-24-PLAN - Property Appraisal 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

IX.J Letter of Interest *

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

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

*Response required

IX.K Professional Licenses and Certificates *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Professional Licenses and Certificates

*Response required

IX.L Organization of Team*

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

*Response required

IX.M Team Management*

Upload as one (1) PDF document documents pertaining to the submittal requirements: Team Management

*Response required

IX.N Experience *

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

*Response required

IX.O Project Approach *

Upload as one (1) PDF document documents pertaining to the submittal requirements: Project Approach

*Response required

IX.P Team Location *

Upload as one (1) PFD document listing the physical address of the principal project office from which the firm will be working during the term of the contract.

*Response required

IX.Q References *

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

*Response required

IX.R References *

Confirm list of references were provided with the City Reference Questionnaire provided in the Attachment Section of this document.

☐ Please confirm
*Response required

IX.S Statement of Acceptance of Conditions*

Upload a statement Indicating any exceptions to the general terms and conditions of the RFQ, and to insurance requirements or any other requirements listed in the RFQ.

If there are no exceptions, upload a statement stating there are no exceptions.

*Response required

IX.T City Required Forms: Notarized, non-notarized, and addendums*

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

- Notarized forms
- Non-notarized forms
- Signed Addendums (if applicable)

*Response required

IX.U Complete Copy of Submittal*

Upload as one (1) PDF document a complete copy of each submittal requirement in the following order:

- Cover Page, including logo that represents the firm submitting a proposal
- Letter of Interest
- Professional Licenses and Certificates
- Organization of Team
- Team Management
- Experience
- Project Approach
- Team Location
- References
- Acceptance of Conditions
- City Required Forms

It is not necessary to 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
Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

DRAFT

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

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

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

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

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**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

DRAFT

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

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:_____

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 26-24-PLAN, Property Appraisal 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 _____ 2023.

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: _____

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**

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

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #2:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #3:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

Project #4:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	
Project #5:				
Project Name:				
Type of Project/Service:				
Address:				
Contracting Agency/Client:				
Contact Name and Phone #:				
Contact Email Address and Fax #:				
Contract Amount:	Start Date:		End Date:	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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

VENDOR INFORMATION

BID #:	
BID TITLE:	

Respondent Information	
Company Name:	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code	Incorporated in the State of:
Corporate Address:	What kind of business: "For Profit" or "Not for Profit" Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No.	
Email Address:	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print): President: _____ Vice President: _____ Secretary: _____ Treasurer: _____ Other: _____ Other: _____	

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

_____ _____
Authorized Signature Printed Name

Title: _____ Date: _____

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: **NEW VENDOR: _____ REVISED VENDOR:_____**

DATE: _____

VENDOR NAME: _____

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: _____

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	**MAILING/REMIT ADDRESS**	**PHYSICAL ADDRESS**
_____	_____	_____
ADDRESS	ADDRESS	ADDRESS
_____	_____	_____
_____	_____	_____
CITY/STATE	CITY/STATE	CITY/STATE
_____	_____	_____
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: _____

E-MAIL: _____

OFFICE PHONE: _____

FAX: _____

MOBILE PHONE: _____

FEDERAL TAX ID#: _____

DUNS Number:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

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

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**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

CITY OF NEW SMYRNA BEACH, FLORIDA
RFP 26-24-PLAN: PROPERTY APPRAISAL SERVICES

Reference Questionnaire for: _____

Name and title of Individual completing this form: _____

Name of Organization: _____

Telephone Number: _____ Email Address: _____

Dates of services received: _____

Description of services provided by the above-mentioned firm to your organization: _____

_____

The City of New Smyrna Beach received a proposal from the above-mentioned Consultant/Firm listing you as a current or previous client. Kindly answer the following questions, then email your completed form. Your response provides valuable information in our evaluation process.

Each criteria listed below shall be rated on a scale of 1 to 5, with 5 representing exceptional and you would hire the firm or individual again; 4 representing above average; 3 representing average; 2 representing below average; 1 representing poor; and N/A representing that you do not have sufficient knowledge of the Firm or individuals past performance.

Item	Criteria	Score (1-5)
1	Rate the overall level of service received from this consultant/firm, was it consistently thorough, acceptable, and professional?	
2	Rate the appraiser(s) assigned to your agency. Did they have the expected level of knowledge and experience that were important to your organization?	
3	Rate how well did the consultant/firm meet deadlines for your organization?	
4	Rate the overall level of satisfaction of the firm's processes and personnel.	

Is there anything additional you would like to add regarding the level of service and expertise of the firm, or the auditor(s) assigned to your organization?

If yes, please describe.

The City of New Smyrna Beach will only accept this completed form from the above listed individual that is completing the survey. Please email this completed survey to: purchasing@cityofnsb.com prior to July 17, 2024 with RFQ 26-24-PLAN in the subject line.

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

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)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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. 26-24-PLAN

Property Appraisal Services

RESPONSE DEADLINE: July 24, 2024 at 5:00 pm

Report Generated: Friday, August 9, 2024

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	592144816	Bullard, Hall & Adams, Inc.	Colliers International Holdings (USA) Inc.	Cushman & Wakefield	Eminent Valuations, PLLC	Pomeroy Appraisal	Property Valuation & Consulting, Inc	The Urban Group, Inc.
Public Records	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Company Name and Address	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Employer Identification Number*	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	592144816	Bullard, Hall & Adams, Inc.	Colliers International Holdings (USA) Inc.	Cushman & Wakefield	Eminent Valuations, PLLC	Pomeroy Appraisal	Property Valuation & Consulting, Inc	The Urban Group, Inc.
Acknowledgment of Insurance Requirements	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Letter of Interest	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Professional Licenses and Certificates	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Organization of Team	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Team Management	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Experience	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Approach	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Team Location	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
References	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
References	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Statement of Acceptance of Conditions	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

Question Title	592144816	Bullard, Hall & Adams, Inc.	Colliers International Holdings (USA) Inc.	Cushman & Wakefield	Eminent Valuations, PLLC	Pomeroy Appraisal	Property Valuation & Consulting, Inc	The Urban Group, Inc.
City Required Forms: Notarized, non-notarized, and addendums	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass

PHASE 1

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications	Points Based	40 *(40% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	30 *(30% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Project Approach	Points Based	15 *(15% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
Team Location	Points Based	10 *(10% of Total)*

Description:

Criteria	Scoring Method	Weight (Points)
References	Points Based	5 *(5% of Total)*

Description:

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Property Valuation & Consulting, Inc	93	96	89	**92.67**
Pomeroy Appraisal	87	92	95	**91.33**
592144816	93	95	83	**90.33**
Bullard, Hall & Adams, Inc.	87	90	88	**88.33**
Colliers International Holdings (USA) Inc.	91	91	81	**87.67**
Eminent Valuations, PLLC	92	85	85	**87.33**
The Urban Group, Inc.	82.8	85.8	81.8	**83.47**

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Cushman & Wakefield	82	89	79	**83.33**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 40 Points (40%)	Experience Points Based 30 Points (30%)	Project Approach Points Based 15 Points (15%)	Team Location Points Based 10 Points (10%)	References Points Based 5 Points (5%)	Total Score (Max Score 100)
Property Valuation & Consulting, Inc	38	28.3	13.3	8	5	**92.67**
Pomeroy Appraisal	36.7	29.7	13.7	10	1.3	**91.33**
592144816	37.7	28.3	14.3	10	0	**90.33**
Bullard, Hall & Adams, Inc.	37.3	29.3	11.7	10	0	**88.33**
Colliers International Holdings (USA) Inc.	38.3	29	14.3	6	0	**87.67**
Eminent Valuations, PLLC	36.7	28.3	14.3	8	0	**87.33**
The Urban Group, Inc.	37.3	28.7	14.7	0	2.8	**83.47**
Cushman & Wakefield	37	25.3	14.3	5.7	1	**83.33**

INDIVIDUAL PROPOSAL SCORES

592144816

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 38

1 MAI. Did not include technical equipment / software used. Did include project plan / QC plan to ensure timely delivery.

Evaluator 2: 40

Sufficient background and education.

Evaluator 3: 35

good qualifications

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 recent activities in Volusia County

Evaluator 2: 30

Sufficient experience.

Evaluator 3: 25

extensive experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 15

Agreed upon project due dates - no timeline of appraisal process. Fee quotes will include a completion date that will be strictly adhered to

Evaluator 2: 15

No issues

Evaluator 3: 13

excellent approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 10

13.3 miles

Evaluator 2: 10

Score provided by purchasing agent.

Evaluator 3: 10

.

References | Points Based | 5 Points (5%)

Evaluator 1: 0

not received

Evaluator 2: 0

No contacts were returned.

Evaluator 3: 0

.

Bullard, Hall & Adams, Inc.

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 35

No MAI, 1 ASA, 2 State Certified. Basic suite of software utilized. 3 person firm - Org chart of staff shows workflow through office. Couldn't find timeline information

Evaluator 2: 40

Has certifications.

Evaluator 3: 37

good qualifications

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples of public sector work, not in Vol County.

Evaluator 2: 30

Appears to have a wealth of experience with government contracts.

Evaluator 3: 28

solid experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 12

Couldn't find timeline information. One site inspection.

Evaluator 2: 10

Not much detail provided to project approach.

Evaluator 3: 13

good approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 10

16.8 miles

Evaluator 2: 10

Daytona

Evaluator 3: 10

.

References | Points Based | 5 Points (5%)

Evaluator 1: 0

not received

Evaluator 2: 0

No returned responses.

Evaluator 3: 0

.

Colliers International Holdings (USA) Inc.

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 40

5 MAI. HIVE and Datasync. Project mgmt and QC plan.

Evaluator 2: 40

Good qualifications with support staff.

Evaluator 3: 35

good qualifications for a larger organization

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples of public sector work, not in vol county. Vol County work performed for private sector

Evaluator 2: 30

Over 20 years experience in Jacksonville.

Evaluator 3: 27

Experience best suited for a larger organization

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 15

HIVE, Datasync, 30 day delivery. Has a Project Mgmt Plan

Evaluator 2: 15

Good detail provided to project approach.

Evaluator 3: 13

solid approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 6

106.5 miles

Evaluator 2: 6

Not local.

Evaluator 3: 6

.

References | Points Based | 5 Points (5%)

Evaluator 1: 0

not received

Evaluator 2: 0

No references returned.

Evaluator 3: 0

.

Cushman & Wakefield

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 40

3 MAI. Data Analytics tools & proprietary software for report writing

Evaluator 2: 38

All certified.

Evaluator 3: 33

good qual for a larger organization

Experience | Points Based | 30 Points (30%)

Evaluator 1: 20

only 3 examples. one in North Carolina

Evaluator 2: 30

Diversity of experience.

Evaluator 3: 26

well suited for larger projects

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 15

Data Analytics, complete within 3 weeks.

Evaluator 2: 15

Detailed approach.

Evaluator 3: 13

solid approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 6

139.8 miles

Evaluator 2: 5

Not local.

Evaluator 3: 6

.

References | Points Based | 5 Points (5%)

Evaluator 1: 1

1 Reference form received

Evaluator 2: 1

Not many responses.

Evaluator 3: 1

.

Eminent Valuations, PLLC

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 39

1 MAI, 2 State Certified, Use of outside consultants. MLS & other similar technologies

Evaluator 2: 37

Certified but small team.

Evaluator 3: 34

Good Qualifications

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples in Vol County / FDOT

Evaluator 2: 25

Examples provided but no narrative to give context.

Evaluator 3: 30

broad range of experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 15

4 Weeks, Mentioned driving the neighborhood but one site visit.

Evaluator 2: 15

Good step-by-step provided.

Evaluator 3: 13

complete approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 8

54 miles

Evaluator 2: 8

Scored by PA.

Evaluator 3: 8

.

References | Points Based | 5 Points (5%)

Evaluator 1: 0

not received

Evaluator 2: 0

No references returned.

Evaluator 3: 0

.

Pomeroy Appraisal

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 35

No MAI. full suite of technology listed. QC plan in place and explained

Evaluator 2: 37

Certified but small team.

Evaluator 3: 38

Great qual.

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples in Vol County / FDOT

Evaluator 2: 30

Firm established in 1984.

Evaluator 3: 29

comprehensive experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 12

1 on site inspection mentioned. fees estimated based on time to complete report

Evaluator 2: 15

Succinct description of project approach.

Evaluator 3: 14

good approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 10

2.1 miles

Evaluator 2: 10

Edgewater.

Evaluator 3: 10

.

References | Points Based | 5 Points (5%)

Evaluator 1: 0

not received

Evaluator 2: 0

No references responded.

Evaluator 3: 4

.

Property Valuation & Consulting, Inc

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 38

MAI, 2 state certified staff

Evaluator 2: 40

Has certifications.

Evaluator 3: 36

good qualifications

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples in Vol County / FDOT

Evaluator 2: 28

Good context with examples provided but would like to see more.

Evaluator 3: 27

solid experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 12

Explained the type of approach used based on type of property to be evaluated. No timeline explained. One site visit.

Evaluator 2: 15

Succinct description of project approach.

Evaluator 3: 13

Solid approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 8

68.8 miles

Evaluator 2: 8

Score calculated by PA.

Evaluator 3: 8

.

References | Points Based | 5 Points (5%)

Evaluator 1: 5

5 received with full score

Evaluator 2: 5

All references responded.

Evaluator 3: 5

.

The Urban Group, Inc.

Qualifications | Points Based | 40 Points (40%)

Evaluator 1: 35

No MAI. 2 State Certified Staff. Did not include technical equipment / software used. No detailed project plan / QC plan to ensure timely delivery.

Evaluator 2: 40

Has certifications.

Evaluator 3: 37

Good qualifications

Experience | Points Based | 30 Points (30%)

Evaluator 1: 30

5 examples in Vol County / FDOT

Evaluator 2: 28

Good examples but would like to see more.

Evaluator 3: 28

Good experience

Project Approach | Points Based | 15 Points (15%)

Evaluator 1: 15

one site visit. Explained process for eminent domain. no timeline info could be found

Evaluator 2: 15

Good description of project approach.

Evaluator 3: 14

good approach

Team Location | Points Based | 10 Points (10%)

Evaluator 1: 0

226.5 miles

Evaluator 2: 0

Over 200 miles away.

Evaluator 3: 0

.

References | Points Based | 5 Points (5%)

Evaluator 1: 2.8

3 received

Evaluator 2: 2.8

Some responses.

Evaluator 3: 2.8

.

Bullard, Hall & Adams, Inc.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Bullard, Hall & Adams, Inc.** duly authorized to conduct business in the State of Florida and whose address is **1144 Pelican Bay Drive, Daytona Beach, FL 32119**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Bullard, Hall & Adams, Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

BULLARD, HALL & ADAMS, INC.
Appraisers - Consultants

BID NO.: RFQ-26-24-PLAN
BID NAME: PROPERTY APPRAISAL SERVICES
DUE DATE/TIME: WEDNESDAY, July 24, 2024; 5:00 PM

FOR:
CITY OF NEW SMYRNA BEACH
MS. JANET VIVIAN
PURCHASING AGENT
2ND FLOOR
210 SAMS AVENUE
NEW SMYRNA BEACH, FLORIDA 32168

SUBMITTED BY:

DAVID K. HALL, ASA
BULLARD, HALL & ADAMS, INC.
1144 PELICAN BAY DRIVE
DAYTONA BEACH, FLORIDA 32119
PHONE: (386) 788-3770
FAX: (386) 788-7995
EMAIL: INFO@BHAFL.COM

BULLARD, HALL & ADAMS, INC.
Appraisers – Consultants

DAVID K. HALL, ASA
President, State-Certified General
Real Estate Appraiser RZ1314

CRAIG S. ADAMS
Vice-President, State-Certified General
Real Estate Appraiser RZ665

1144 Pelican Bay Drive
Daytona Beach, Florida 32119
386/788-3770
FAX: 386/788-7995
E-Mail: Info@BHAFL.com

B – LETTER OF INTEREST

July 23, 2024

Ms. Janet Vivian
Purchasing Agent
City of New Smyrna Beach
2nd Floor
210 Sams Avenue
New Smyrna Beach, Florida 32168

RE: Bid No.: RFQ-26-24-PLAN
Bid Name: Property Appraisal Services
Due Date/Time: Wednesday, July 24, 2024; 5:00 pm

Ms. Vivian:

Thank you for the opportunity to respond to the RFQ referenced above. Please be advised that we are interested in performing appraisal services for the City of New Smyrna Beach.

I certify that our reports will be prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.

I am a member of The American Society of Appraisers. The Society has a mandatory re-certification program for all of its Senior Members and I am in compliance with that program. I am on the approved appraiser list for Volusia County, Seminole County, St. Johns County, Osceola County, the Florida Department of Transportation Turnpike District; etc.

Bullard, Hall & Adams consists of appraisers, David K. Hall, ASA and Craig S. Adams. Since its formation in 1998, our firm has specialized in appraisal and appraisal review for eminent domain. For this proposal, David K. Hall is the principal appraiser and Craig S. Adams is the associate appraiser. David K. Hall is qualified as an expert witness in Seminole, Osceola, Orange, Volusia, and Duval Counties. Craig S. Adams is qualified as an expert witness in Orange, Osceola, Duval, St. Johns, Putman, and Nassau Counties.

This proposal is for property appraisal services for the City of New Smyrna Beach. The scope of work includes appraisals and appraisal review. Our experience covers a wide variety of eminent domain and government acquisition projects ranging from single parcel to over one hundred parcel projects. The parcel types range from vacant agriculture/residential to single family and manufactured home residences with setback damages or limited access right of way damages

to commercial or professional office properties with loss of parking damages. Our references will confirm that in addition to providing a quality work product, this office has met or surpassed stated delivery schedules and performed all work in a timely manner.

The following persons are authorized to make representations for the Proposer:

David K. Hall, ASA, President
Bullard, Hall & Adams, Inc.
1144 Pelican Bay Drive
Daytona Beach, Florida 32119
E-Mail: david@bhafl.com
Office Phone: 386-766-3770
Cell Phone: 386-212-5788

Craig S. Adams, Vice President
Bullard, Hall & Adams, Inc.
1144 Pelican Bay Drive
Daytona Beach, Florida 32119
E-Mail: info@bhafl.com
Office Phone: 386-766-3770
Cell Phone: 386-424-7504

Bullard, Hall & Adams' office is in the Pelican Bay Professional Plaza on Beville Road in Daytona Beach near the I-95 and I-4 interchanges. David K. Hall was born and raised in New Smyrna Beach and currently resides in Samsula. Craig S. Adams has lived in New Smyrna Beach since 1975.

Bullard, Hall & Adams, Inc. acknowledges that the contents of this submittal are true and accurate and the requirements of the RFQ can be met, including but not limited to, insurance, funding, and licensing requirements. Bullard, Hall & Adams, Inc. also acknowledges its intent to execute an Agreement with the City.

I trust this information is sufficient for your purposes. If I can provide additional information, please contact me.

Yours very truly



David K. Hall, ASA, President
State-Certified General
Appraiser No. RZ1314

DKH/jaj

C – PROFESSIONAL LICENSES AND CERTIFICATES

ASA™
Providing Value Worldwide

The Society's Board of Examiners

Attests that

David K. Hall

Accredited Senior Appraiser
Real Property

has successfully participated in **ASA's Mandatory Reaccreditation Program** and has complied with its continuing education requirements, as set forth in the organization's Constitution, Bylaws and Administrative Rules. Therefore, formal reaccreditation has been granted by the International Board of Governors and will remain valid through

September 30, 2027

Signed, Sealed and Attested

August 17, 2022

Lana Vukovljak
Chief Executive Officer

ASA Providing Value Worldwide

Sarah E. Sebastian
Director of Credentialing Services

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HALL, DAVID K

1144 PELICAN BAY DR
DAYTONA BEACH FL 32119

LICENSE NUMBER: RZ1314

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/25/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ADAMS, CRAIG S

1144 PELICAN BAY DR
DAYTONA BEACH FL 32119

LICENSE NUMBER: RZ665

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

D – ORGANIZATION OF TEAM

Bullard, Hall & Adams is a three-person firm that have worked together in the same appraisal office for over 25 years. The Organizational Staff Chart below lists each employee's responsibility and the overall management of each project which is handled by David K. Hall.

Each appraisal, appraisal project, appraisal review, and right-of-way cost estimate is completed as a team effort at our firm. The principal appraiser and associate appraiser work together in the sales search, sales verification, scope of the appraisal analysis, highest and best use analysis, appraisal valuation analysis, along with appraisal exhibits. Judy Johnson provides word processing, exhibit processing, and base appraisal information.

Our Organizational Staff Chart for eminent domain and government acquisition projects is summarized in the following chart.

ORGANIZATIONAL STAFF CHART		
Principal Appraiser Project Manager **David K. Hall**	**Associate Appraiser** **Craig S. Adams, Appraiser**	**Word Processor/Proofreader** **Judy Johnson**
Parcel analysis & planning. Collection of data including property appraiser's data; aerial, zoning & future land use maps. Set up an inspection schedule with property owner, the client (City of New Smyrna Beach), acquisition agent, review appraiser, subconsultants, etc.	Parcel analysis & planning. Collection of data including property appraiser's data; aerial, zoning & future land use maps. Set up table of ownerships including parcel #, owner, property type, land area, building size, address; appraisal type - before & after land & affected improvements, land only, etc.	Setup folders (labels) for each parcel with parcel number, owner name, project name, etc. Put all parcel information in their respective folders.
Perform a sales search using county information & MLS. Analyze the data gathered to identify trends and ranges in value.	Perform a sales search using Core Logic sales program and property appraiser's sales information. Analyze the information gathered.	Type, proof and mail owner inspection letters.

ORGANIZATIONAL STAFF CHART		
Principal Appraiser Project Manager **David K. Hall**	**Associate Appraiser** **Craig S. Adams, Appraiser**	**Word Processor/Proofreader** **Judy Johnson**
Gather information on sales including the location, zoning, potential use or existing use, and the site's comparability to the subject.	Gather information on sales including the location, zoning, potential use or existing use, and the site's comparability to the subject.	Start preparing sketches, maps, and other exhibits needed including parcel and improvement sketches, aerial photo, subject and neighborhood maps, zoning map/zoning code, future land use map, soil map/definitions, etc.
Perform subject inspections which include measuring improvements before the acquisition, taking photos, and analyzing potential severance damages and cures. Gather information from the owner or their representative.	Perform subject inspections which includes measuring improvements before the acquisition, taking photos, and analyzing potential severance damages and cures.	Rough and proofread sales data sheets. Get deeds and maps for the sales. Pull finished exhibits into the report (after the appraisers have proofed them).
Inspect the sales including analyzing the sales location and neighborhood as compared to the subject, improvements as compared to the subject, taking a photo of the sales, etc. Search for contact information for persons with knowledge of the sales and verify the facts associated with the sale. Write up analysis sheets for each sale.	Inspect the sales including analyzing the sales location and neighborhood as compared to the subject, improvements as compared to the subject, taking a photo of the sales, etc. Write up data sheets for each sale Review sales data sheets.	Preliminary word processing – narrative. Proofreading the report and also making sure that all the information (example – land size, building size, dimensions, etc.) matches throughout the report. Check all math calculations.

ORGANIZATIONAL STAFF CHART		
Principal Appraiser Project Manager **David K. Hall**	**Associate Appraiser** **Craig S. Adams, Appraiser**	**Word Processor/Proofreader** **Judy Johnson**
Rough the appraisal which involves an analysis and first draft of the subject's scope, neighborhood, size, shape, topography, improvements, zoning, history, highest and best use, valuation of the property before the taking, of the taking, of the remainder, any potential damages, cost to cure, and special benefits.	Rough the appraisal which involves an analysis and first draft of the subject's scope, neighborhood, size, shape, topography, improvements, zoning, history, highest and best use, valuation of the property before the taking, of the taking, of the remainder, any potential damages, cost to cure, and special benefits.	Make any additions/corrections to the narrative/exhibits after the appraisers have reviewed the report. Proofread all changes and recheck all changed calculations. Make the additions/corrections to the sales data sheets and proofread.
Review & refine checking narrative, calculations, and sales data sheets.	Review & refine checking narrative, calculations, and sales data sheets.	Make changes after the appraisers have reviewed the additions/corrections. Proofread the additions/corrections. Make final changes to the appraisal & send to reviewer as a draft.
Respond to review comments in a complete and timely manner. Make any revisions necessary and proofread all changes.	Proofread all revisions and changes requested by the review appraiser.	Make requested revisions / corrections to the narrative and proofread all changes. Send appraisal as a final.

Our firm has a solid reputation for quality appraisal services and a history of prompt services.

Our office software includes Word, Excel, Adobe Acrobat, Apex, MapPro, Outlook, Internet Explorer, Google, Google Earth, Webex, MLS Advantage, Core Logic, MLD Advantage Plus, Dropbox, Zoom, Microsoft Teams, etc. Our hardware is updated as needed and we lease a quality copy machine that is typically upgraded every three to five years.

Bullard, Hall & Adams' office is in the Pelican Bay Professional Plaza on Beville Road in Daytona Beach near the I-95 and I-4 interchanges. David K. Hall was born and raised in New Smyrna Beach and currently resides in Samsula. Craig S. Adams has lived in New Smyrna Beach since 1975.

The firm's appraisers have a wide range of experience in valuing properties for government acquisition and eminent domain. David K. Hall is qualified as an expert witness in the Volusia, Seminole, Orange, and Duval County Circuit Courts. Craig S. Adams is qualified as an expert witness in the Orange, Osceola, Putnam, Duval, St. Johns, and Nassau County Circuit Courts.

Resumes for David Hall, Craig Adams, and subcontractors can be found on the following pages. Resumes for professional subconsultants are also included.

Professional Subcontractors	
Florida Civil Construction Ben Burkett	General Contractor
Intracoastal Builders Corp. Matthew Reimer	General Contractor
Kelly, Collins & Gentry Hal Collins Scott Stuart	Engineers
Cornerstone Land Surveying Richard Phillips	Surveyor

QUALIFICATIONS OF THE APPRAISER

David K. Hall, ASA
1144 Pelican Bay Drive
Daytona Beach, Florida 32119

MEMBERSHIP:

- Accredited Senior Appraiser (ASA) designation, American Society of Appraisers

EDUCATION:

- Graduated from New Smyrna Beach High School, New Smyrna Beach, Florida, 1978.
- Received Bachelor of Science Degree in Business Administration, major in Real Estate, Florida State University, December 1981.

LICENSE:

- State-Certified General Real Estate Appraiser RZ1314

EXPERIENCE:

- President, Bullard, Hall & Adams, Inc., Daytona Beach, Florida, October 1998 to present
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, March 1984 to October 1998
- J.E. Tumblin Realty, New Smyrna Beach, Florida, 1983 to March 1984

A PARTIAL LIST OF CLIENTS INCLUDE:

Florida Department of Transportation Osceola County Volusia County Orange County Central Florida Expressway Authority (formerly Orlando/Orange County Expressway Authority)	Volusia County Department of Public Works City of Daytona Beach City of New Smyrna Beach Jacksonville Transportation Authority Florida Inland Navigation District Numerous Attorneys for Eminent Domain American Acquisition Group

RECENT COURSES & SEMINARS:

Year	Organization	Course/Seminar	Course Name
2010	FDOT	Course	USPAP and Florida Law Update
2010	FDOT	Course	Advanced Appraisal Review
2010	FDOT	Course	Supervisor and Trainee Appraiser
2012	FDOT	Course	USPAP and Florida Law Update
2012	FDOT	Course	Advanced Appraisal Review
2016	FDOT	Course	USPAP and Florida Law Update
2016	FDOT	Course	Appraisal Review B (20 Hours)
2018	FDOT	Course	USPAP & Florida Law Update
2018	FDOT	Course	Appraisal Review B (20 Hours)

QUALIFICATIONS OF THE APPRAISER

Craig S. Adams
1144 Pelican Bay Drive
Daytona Beach, Florida 32119

EDUCATION:

- Graduated from Ward Melville High School, Setauket, New York; 1969
- American Institute of Real Estate Appraisers - College Equivalency; 1986

LICENSES:

- State-Certified General Real Estate Appraiser RZ665
- Licensed Real Estate Broker - State of Florida

EXPERIENCE:

- Vice President, Bullard, Hall & Adams, Inc., Daytona Beach, Florida, October 1998 to present
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, 1993 to 1998
- Partner, Cowart & Adams, Kissimmee, Florida, 1992 to 1993
- Branch Manager, Pomeroy Appraisal Associates of Florida, Inc., 1988 to 1992
- Staff Appraiser, Bullard & Associates, Inc., Daytona Beach, Florida, December 1983 to 1988

A PARTIAL LIST OF CLIENTS INCLUDES:

Florida Department of Transportation Orange County Central Florida Expressway Authority (formerly Orlando/Orange County Expressway Authority) Volusia County Department of Public Works City of Daytona Beach Osceola County City of New Smyrna Beach	Jacksonville Transportation Authority Florida Inland Navigation District Numerous Attorneys for Eminent Domain American Acquisition Group Orange County School Board Lake County FDOT Turnpike District

RECENT COURSES & SEMINARS:

Year	Organization	Course/Seminar	Course Name
2010	FDOT	Course	USPAP and Florida Law Update
2010	FDOT	Course	Advanced Appraisal Review
2010	FDOT	Course	Supervisor and Trainee Appraiser
2012	FDOT	Course	USPAP and Florida Law Update
2012	FDOT	Course	Advanced Appraisal Review
2016	FDOT	Course	USPAP and Florida Law Update
2016	FDOT	Course	Appraisal Review B (20 Hours)
2018	FDOT	Course	USPAP & Florida Law Update
2018	FDOT	Course	Appraisal Review B (20 Hours)

SUBCONSULTANT QUALIFICATIONS

Florida Civil Construction
Benjamin I. Burkett
bburkett@flcivil.com / bburkett@cdgfla.com
(407) 497-1917

EDUCATION

Bachelor of Science in Building Construction — *May 2009*
University of Florida, Gainesville, FL
Graduated Cum Laude

EXPERIENCE

Florida Civil Construction
Principal — *January 2021 – Present*

Construction & Design Group of Florida
VP Operations — *September 2015 – Present*
- Management of Pre-Construction, Project Management, and Accounting Teams.
- Business administration

Jon M. Hall Company
Project Manager — *April 2014 – September 2015*
- Management of 6-9 Concurrent Projects
- Buyout, Budget & Cost Analysis
- Project Scheduling & Coordination
- Subcontractor Management

The Lane Construction Corporation
Senior Project Engineer — *February 2012 – April 2014*
- Project Startup & Buyout
- Management of Design/Build Process
- Budget & Cost Analysis
- Project Scheduling & Coordination
- Subcontractor Management

SEMA Construction, Inc.
Project Manager — *April 2011 – February 2012*
- Budget & Cost Analysis
- Project Scheduling
- VECP Approval & Implementation
- Subcontractor Management
- Labor & Equipment Utilization

Project Engineer — *September 2010 – April 2011*

Field Engineer — *May 2009 - September 2010*

SKILLS

Proficient with Microsoft Excel, PowerPoint, Word, Project, Internet/Email, AutoCAD, Primavera P6, Primavera P3, Suretrack, Viewpoint, Adobe, JDEdwards, HCSS, Sharepoint, Dropbox, PowerTools, Timberline, B2W

CERTIFICATION

Certified General Contractor – License #CGC1531182
LEED® Accredited Professional
30-hour OSHA Certification
Stormwater Erosion and Sediment Control Inspector

MATTHEW L. REIMER

Intracoastal Builders Corporation
8833 Perimeter Park Boulevard. #302, Jacksonville, Florida 32216
Phone: 904.509.1345 • Email: ibcreimer@gmail.com
www.intracoastalbuilders.com
Florida: CGC062894 • CPC1457185 • CVC56873 Georgia: GCLT-QA000090

EDUCATION

Bachelor of Technology, University of North Florida, 1994

CERTIFICATIONS

Certified General Contractor, State of Florida, CGC062894
Commercial Pool Contractor, State of Florida, CGC1457185
Certified Solar Contractor, State of Florida, CVC56873
General Contractor (Limited Tier), State of Georgia, GCLT-QA000090
Certified Lead Renovator, US EPA

PROFESSIONAL EXPERIENCE

Intracoastal Builders Corporation, Jacksonville, Florida, 2001-Present
President, CEO, Principal

General Contracting, Design-Construction, Construction Consulting, & Property Development including, but not limited to, the following selected private sector clients listed below valued up to $1.2 million:

- Coach - Security Building & Multiple Distribution Center Site/Building Improvement Projects, Jacksonville, FL
- W.W. Grainger – Multiple Site Improvement & Building Projects & Repairs, Jacksonville, FL

Design / Build Construction for property owners implementing cures required due to land acquisitions by the Florida Department of Transportation.

- Meadows Inc. – Reconfiguration of site components, parking, and site circulation at the Yulee United States Post Office, Yulee, FL
- 12 Oaks RV Resort – Phased cure implementations including relocation of utilities and construction of temporary facilities for park management/welfare operations as the final cure is developed.

Estimating services for property appraisers and engineers/planners who perform work in the private and public sector, including, but not limited to the selected clients listed below:

- CBRE
- Weigel-Veasey Appraisers, Inc.

Expert Witness Testimony for eminent domain cases including depositions and trial testimony, including, but not limited to the following select cases listed below:

- **Miami Dade Expressway Authority vs. Miami Vineyard Community Church, et al.,** Circuit Court, Eleventh Judicial Circuit, Dade County, FL,
- **State of Florida DOT vs. Ministerio International Rey Jesus, et al,** Circuit Court, Ninth Judicial Circuit, Orange Co. FL

Stellar, Jacksonville, Florida, 1994-2002
Senior Project Manager (2000-2002), **Project Manager** (1996-2000), **Field Engineer** (1994-1996)

Development, estimating, and management of simultaneous projects including, but not limited to, the following selected projects valued at up to $12.5 million.

HAROLD H. "HAL" COLLINS, JR., P.E.

Principal Engineer

Mr. Collins serves as Principal Engineer providing professional engineering services for civil engineering projects. Mr. Collins has extensive experience in the area of right of way acquisition / eminent domain projects for both public and private clients.

Mr. Collins coordinates and performs land planning and engineering services to assist real property appraisers with right of way acquisition projects. Services include comprehensive parcel analysis, cure plans, cost to cure estimates, parking and traffic circulation analysis, access management review, highest and best use support analysis, mediation support, and expert witness testimony.

His professional experience also includes land development, land use planning, drainage and stormwater management, sanitary sewer and potable water systems, utility master planning, roadway design, construction administration and environmental permitting.

PROJECT EXPERIENCE

- I-4 Ultimate Improvements in Orange / Seminole County. As the Right of Way General Consultant to FDOT District V, Mr. Collins led the right of way appraisal support team providing land planning / engineering and subconsultant management services for the largest highway improvements undertaking in the history of central Florida. Mr. Collins' R/W support included the entire Seminole County segment, Maitland Boulevard Interchange area, downtown Orlando/SR 50 area, and the Kirkman Road area including the Grand National Road flyover.

- Interstate 4 / SR 408 interchange in Orange County (city of Orlando). Well before the "I-4 Ultimate" undertaking began, the "I-4 Interim" project was completed which included the phase I improvements for the I-4 / SR 408 interchange. Mr. Collins provided engineering, land planning and consultant management services to FDOT District V for the multi-level interchange project in the heart of Orlando's central business district. Properties impacted by this phase of the I-4 makeover involved the highest unit values and most intense land uses found in the city.

- State Road 574 (ML King Jr Parkway) in Hillsborough County. Land planning / engineering support services to FDOT District VII for multiple phases of the widening of SR 574. The widening projects include substantial takings from intense commercial properties including banks, fast food, shopping centers, strip centers, industrial factory / manufacturing centers and other commercial establishments.

- SunRail commuter rail stations in Orange and Seminole Counties. Land planning / engineering / subconsultant management services for the right of way appraisal support for various commuter rail stations including Sand Lake Road, Church Street, Longwood, Lake Mary and Meadow Woods.

SCOTT A. STUART
Chief Planner / Project Manager

Mr. Stuart serves as a Chief Planner and Project Manager. Mr. Stuart has been employed with Kelly, Collins & Gentry (KCG) since 2001 providing professional services for the development of land and related civil engineering projects. Mr. Stuart has over 15 years of professional experience in the field of land development, land use planning, and right of way acquisition / eminent domain projects for both public and private clients. His experience includes site planning, feasibility studies, development potential analysis, due diligence analysis, annexations, rezonings, comprehensive plan amendments, and permitting.

Earlier in his career Mr. Stuart worked for the City of Oviedo Planning Department where he served as the Development Review Coordinator in the processing of commercial site plans, planned unit developments, and permitting. He was also involved in the interpretations of codes and variance applications as the staff representative to the Board of Adjustments.

Mr. Stuart provides local government coordination and manages the necessary sub-consultant team in the preparation of supplementary information including surveys, traffic studies, environmental assessments and geotechnical reports as necessary to deliver the work product on time. Mr. Stuart's eminent domain experience serves in performing land planning services to assist real property appraisers with right of way acquisition projects. Services include comprehensive parcel analysis, development trends and patterns, parking analysis, highest and best use support analysis, cure plans, cost to cure estimates, trial preparations, mediation support and expert witness testimony.

PROJECT EXPERIENCE

Eminent Domain Projects

Mr. Stuart is currently providing comprehensive land planning analysis and support services for various commercial and residential parcels along the following corridors:

- US 301 / I-10, Duval County, District II
- Atlantic Boulevard, Duval County, District II
- SR 60 / Alt US 19, Pinellas County, District VII
- SR 50/I-75, Hernando County, District VII
- SR 15, Putnam County, District II
- I-4 (SR 400) / Grand National, FDOT District V
- Crevasse Street, Lakeland, City of Lakeland
- SR 200, Nassau County, FDOT District II
- I-95 (Overland Bridge), Duval County, FDOT District II
- US 17 (Dunns Creek), Putnam County, FDOT District II



2937 Kerry Forest Pkwy., Unit B-1 - Tallahassee, Florida 32303 - Phone: 850-668-7330, Fax: 850-894-9693

Cover Letter

Dear Sirs:

Cornerstone Land Surveying, Inc. has been in business since it's incorporation in February 1997. It has been our vision and desire to develop an excellent reputation in the business of land surveying for being honest, meeting the needs of our clients, being dependable, and doing our business at a reasonable price. It is our belief that if this vision is consistently adhered to, our company will grow, benefiting our clients and employees.

Richard W. Phillips, founder and president of Cornerstone Land Surveying, Inc. has been in the business of both Engineering and Land Surveying for approximately 35 years. During these years he has become intimately aware of the importance of an accurate and thorough survey as the foundation for a new project design.

Please call should you have any questions regarding the attached information for Cornerstone Land Surveying, Inc.

Below, please find a resume of the employment history and experience of Richard W. Phillips.

Cornerstone Land Surveying
RICHARD W. PHILLIPS, P.S.M., PRESIDENT
FLORIDA CERTIFICATE NO. 5557
1

E –TEAM MANAGEMENT

The appraisal of eminent domain and government acquisition projects requires team members within our office to work closely together. Research of sales data in the project area upfront in the process gives the appraiser a necessary familiarity with the neighborhood. As the scope and highest and best use for each parcel are determined, the appraisal process becomes more defined. Quality control with an established procedure is a key to producing a good work product. Consistency on multi-parcel projects is also a key component for both appraisal and appraisal review projects. We have always maintained a good working relationship with the client (New Smyrna Beach), right-of-way personnel, negotiators, property owners, and our subconsultants. This experience and professionalism is helpful in relating the property owners' concerns, if any, to assist in expediting mutually beneficial settlements.

The chart in Section D, Organization of Team, reflects that we make early contact with the review appraiser, subconsultant(s), and acquisition agents to assure a smooth process throughout the project. We offer to submit preliminary sales data and in some cases appraisal reports prior to submission of the initial batch of appraisals. This avoids making the same changes in multiple reports and creates a steady flow of work through our office and through the reviewer's office. Our appraisal staff has worked together for over 30 years and we have never missed a deadline on any appraisal due date.

Our office software includes Word, Excel, Adobe Acrobat, Apex, MapPro, Outlook, Internet Explorer, Google, Google Earth, Webex, MLS Advantage, Core Logic, MLD Advantage Plus, Dropbox, Zoom, Microsoft Teams, etc. Our hardware is updated as needed and we lease a quality copy machine that is typically upgraded every three to five years.

All phases of the appraisal process are performed by David K. Hall, ASA, and Craig S. Adams who review each other's work throughout the entire process. In addition our office manager is aware of the current FDOT Supplemental Standards and has over 30 years of experience in processing and proofreading appraisals prepared to the FDOT format. When necessary, outside subcontractors, including engineers, planners, general contractors, etc. are utilized. Their qualifications can be found on previous pages.

The main contact for support in acquisition and litigation is the Principal Appraiser, David K. Hall, ASA. Craig S. Adams will be aware of the details of each appraisal and will also be available for any questions from acquisition and legal. Judy Johnson is available for questions regarding revisions, status, invoicing, etc. Again our office is intricately involved with the entire appraisal process for each appraisal report as depicted in the Organizational Staff Chart on previous pages. We have no plans to hire additional staff if awarded this proposal.

F – EXPERIENCE

In the last year and a half, Bullard, Hall & Adams has predominately worked in Osceola, Lake, and Citrus Counties on eminent domain projects for appraisal and appraisal review. Our most recent appraisal in Volusia County was the old Tractor Supply in DeLand, which was completed in April of 2023.

A chart with the projects we have worked on in the past five years can be found on the following pages.

EXPERIENCE

(3) years of projects of similar complexity, which

PROJECT NAME:	Suncoast Parkway; 442764-2, Suncoast II, Phase 3A, Appraisals		
DESCRIPTION:	CR-486 to CR-495, Citrus County, Florida 33 initial appraisals; August 2023 – present Vacant, single family & manufactured homes, rural residential properties; a limited access right of way damage study was necessary.		
CLIENT'S NAME:	Florida Turnpike Enterprise		
CONTACT PERSON:	Beth Morris	PHONE NO:	407-264-3032
E-MAIL ADDRESS:	beth.morse@dot.state.fl.us		
CONTACT PERSON:	Gabriel Mnayarji	PHONE NO:	407-264-3081
E-MAIL ADDRESS:	gabriel.Mnayarji@dot.state.fl.us		

PROJECT NAME:	Poinciana Boulevard, Appraisals		
DESCRIPTION:	Pleasant Hill Road to Trafalgar Boulevard, Osceola County, Florida 20 initial appraisals, August 2022 - February 2023 OT updates, February 2023 – July 2023 Commercial and single family subdivisions (common areas).		
CLIENT'S NAME:	Osceola County Traffic Engineering		
CONTACT PERSON:	Sally Myers	PHONE NO:	863-409-7621
E-MAIL ADDRESS:	sallyemyers@gmail.com		
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			

PROJECT NAME:	Boggy Creek Road (CR-530), Appraisal Review		
DESCRIPTION:	Simpson Road to Narcoossee Road, Osceola County, Florida 88 appraisal reviews, February 2022 – July 2023 1 to 5 acre rural single family houses; residential subdivisions, and commercial properties.		
CLIENT'S NAME:	Osceola County, c/o Shutts & Bowen, LLP		
CONTACT PERSON:	David Shontz	PHONE NO:	407-835-6722
E-MAIL ADDRESS:	dshontz@shutts.com		
CONTACT PERSON:	Suzanne Driscoll	PHONE NO:	407-847-3825
E-MAIL ADDRESS:	sdriscoll@shutts.com		

PROJECT NAME:	Cyris Drive, Appraisals		
DESCRIPTION:	Narcoossee Road to Absher Road, Osceola County, Florida 27 initial appraisals, June 2022 - May 2023 OT updates, May 2023 – October 2023 5 acre rural single family residential properties in transition to townhouse projects.		
CLIENT'S NAME:	Osceola County, c/o Shutts & Bowen, LLP		
CONTACT PERSON:	David Shontz	PHONE NO:	407-835-6722
E-MAIL ADDRESS:	dshontz@shutts.com		
CONTACT PERSON:	Suzanne Driscoll	PHONE NO:	407-847-3825
E-MAIL ADDRESS:	sdriscoll@shutts.com		

EXPERIENCE

PROJECT NAME:	Neptune Road, Appraisals		
DESCRIPTION:	Ames Haven Road to Partin Settlement Road, Osceola County, Florida 43 initial appraisals; August 2021 – April 2022 OT updates, May 2022 – January 2023 Lakefront single family residential with front yard setback damage study necessary.		
CLIENT'S NAME:	Osceola County Traffic Engineering		
CONTACT PERSON:	Sally Myers	PHONE NO:	863-409-7621
E-MAIL ADDRESS:	sallyemyers@gmail.com		
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			

PROJECT NAME:	Carroll Street, Appraisals		
DESCRIPTION:	Sample Street to Liberty Boulevard, Osceola County, Florida 18 initial appraisals, October 2020 – March 2021 OT updates, April 2021 – July 2021 Professional office & commercial appraisals; parking loss damage study necessary.		
CLIENT'S NAME:	Osceola County Traffic Engineering		
CONTACT PERSON:	Sally Myers	PHONE NO:	863-409-7621
E-MAIL ADDRESS:	sallyemyers@gmail.com		
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			

PROJECT NAME:	SR-3 (Courtenay Parkway), Appraisals		
DESCRIPTION:	@ Mustang Way, Brevard County, Florida 4 initial appraisals, March 2020 – May 2020 OT updates, March 2021 – April 2021 Commercial corner appraisals; highest & best use study necessary.		
CLIENT'S NAME:	Florida Department of Transportation, District 5		
CONTACT PERSON:	Mike McPhail	PHONE NO:	386-943-5071
E-MAIL ADDRESS:	michael.mcphail@dot.state.fl.us		
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			

PROJECT NAME:			
DESCRIPTION:			
CLIENT'S NAME:			
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			
CONTACT PERSON:		PHONE NO:	
E-MAIL ADDRESS:			

G – PROJECT APPROACH

David K. Hall sets up the site inspections schedule with the property owner with a mutually convenient time, the client (New Smyrna Beach), the acquisition agent, the review appraiser, any subconsultants, etc. If all goes right, one inspection is sufficient. Follow-up inspections can be arranged as needed.

Our Organizational Staff Chart walks the reader through the appraisal process. We have been together since 1998 and we all know what each team member is responsible for. David K. Hall and Craig S. Adams live in and around the City of New Smyrna Beach.

We specialize in government acquisition and eminent domain appraisals and are used to working with local governments like New Smyrna Beach.

H – TEAM LOCATION

Bullard, Hall & Adams' office is in the Pelican Bay Professional Plaza on Beville Road in Daytona Beach less than one mile from the I-95 and I-4 interchange. The physical address is 1144 Pelican Bay Drive, Daytona Beach, Florida.

David K. Hall was born and raised in New Smyrna Beach and currently resides on Hunting Camp Road in Samsula. Craig S. Adams has lived in New Smyrna Beach since 1975 and has been at the same address on Turnbull Street since 1981.

I – REFERENCES

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Suncoast Parkway; 442764-3, Suncoast II, Phase 3A, Appraisals				
Type of Project/Service: 33 initial appraisals				
Address: Various addresses, CR-486 to CR-495, Citrus County, Florida				
Contracting Agency/Client: Florida Department of Transportation / Florida Turnpike Enterprise				
Contact Name and Phone #: Todd Moynihan / 407-264-3151 Gabriel Mnayarji / 407-264-3081				
Contact Email Address and Fax #: Todd Moynihan – Todd.Moynihan@dot.state.fl.us Gabriel Mnayarji – Gabriel.mnayarji@dot.state.fl.us				
Contract Amount: $244,450.00	Start Date: August 2023		End Date: Present	
Project #2:				
Project Name: Poinciana Boulevard Project				
Type of Project/Service: 20 initial appraisals; / appraisals reports and Order of Taking update reports				
Address: Various addresses; Pleasant Hill Road to Trafalgar Boulevard, Osceola County, Florida				
Contracting Agency/Client: Osceola County				
Contact Name and Phone #: Sally Myers / 863-409-7621				
Contact Email Address and Fax #: sallymyers@gmail.com				
Contract Amount: $215,360.00	Start Date: August 2022		End Date: July 2023	
Project #3:				
Project Name: Boggy Creek Road (CR-530				
Type of Project/Service: 88 appraisal reviews				
Address: Various addresses; Simpson Road to Narcoossee Road, Osceola County, Florida				
Contracting Agency/Client: Shutts & Bowen, LLP / Osceola County				
Contact Name and Phone #: David Shontz / 407-835-6722 Suzanne Driscoll / 407-847-3825				
Contact Email Address and Fax #: dshontz@shutts.com sdriscoll@shutts.com				
Contract Amount: $176,857.50	Start Date: February 2022		End Date: July 2023	

Project #4:				
Project Name: Cyrils Drive Road Widening Project				
Type of Project/Service: 27 initial appraisals; / appraisals reports and Order of Taking update reports				
Address: Various addresses; Narcoossee Road to Absher Road, Osceola County, Florida				
Contracting Agency/Client: Shutts & Bowen, LLP / Osceola County				
Contact Name and Phone #: Suzanne Driscoll / 954-847-3825 David Shontz / 407-835-6722				
Contact Email Address and Fax #: sdriscoll@shutts.com dshontz@shutts.com				
Contract Amount: $167,291.25	Start Date: June 2022		End Date: October 2023	
Project #5:				
Project Name: Neptune Road Project				
Type of Project/Service: 43 initial appraisals / appraisals reports and Order of Taking update reports				
Address: Various addresses; Ames Haven Road to Partin Settlement Road, Osceola County, Florida				
Contracting Agency/Client: Osceola County Traffic Engineering				
Contact Name and Phone #: Sally Myers / 863-409-7621				
Contact Email Address and Fax #: sallymyers@gmail.com				
Contract Amount: $484,067.50	Start Date: August 2021		End Date: January 2023	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

J – ACCEPTANCES OF CONDITIONS

Bullard, Hall & Adams, Inc. has no exceptions to the general terms and conditions of the RFP or to insurance requirements or any other requirements listed in the RFP.

Bullard, Hall & Adams, Inc. has no additional terms or conditions to be included in a contract negotiated with the City.

Bullard, Hall & Adams, Inc. does not anticipate any potential problems or any special assistance that shall be requested from the City of New Smyrna Beach.

K – CITY REQUIRED FORMS

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 David K. Hall, President
(Print Individual's Name and Title)
for Bullard, Hall & Adams, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is appraisal and appraisal review

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3533838

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. Type text here

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.

_____
(Signature)

Sworn and subscribed before me this 15th day of July, 2024.

Personally known _____

OR produced identification ✓

FL Driver License
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: Feb. 16, 2028

PAULA VILLABON
Notary Public, State of Florida
Commission# HH 477339
My comm. expires Feb. 16, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

David K. Hall, being first duly sworn, deposes and says that:

He/she is President of Bullard, Hall & Adams, Inc., Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

President
Title

Subscribed and sworn to before me this 15th day of July, 2024

Notary Public

Title

My Commission Expires: Feb. 16, 2028

PAULA VILLABON
Notary Public, State of Florida
Commission# HH 477339
My comm. expires Feb. 16, 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: Bullard, Hall & Adams, Inc.

Consultant E-Verify Registration Number: Not a member of E-Verify

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: David K. Hall

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 15th Day of July, 2024 She/He is personally known to me or has produced FL DL As identification.

_____
Notary Public

My commission expires: Feb. 16, 2028

PAULA VILLABON
Notary Public, State of Florida
Commission# HH 477339
My comm. expires Feb. 16, 2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Daytona Beach

Before me, the undersigned authority, personally appeared David K. Hall

who was duly sworn, deposes, and states:

1. I am the President of Bullard, Hall & Adams, Inc. with a local office in Daytona Beach, FL (City & State) and principal office in Daytona Beach, 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 26-24-PLAN, Property Appraisal 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.

David K. Hall
Typed Name

President
Title

Signed

7/15/24
Dated

Sworn to and subscribed before me this 15th day of July 2024.

Personally known ____ OR produced identification ✓. Identification type: FL DL

Notary Public: State of Florida County of Volusia

Paula Villabon
Printed, typed, or stamped commissioned name of notary public

My commission expires: Feb. 16, 2028

PAULA VILLABON
Notary Public, State of Florida
Commission# HH 477339
My comm. expires Feb. 16, 2028

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-26-24-PLAN described as: Property Appraisal Services

Bullard, Hall & Adams, Inc.
Firm

7-23-24
Date


Authorized Signature and Title

David, K. Hall, 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.

Date: 7-23-24

Authorized Signature

David, K. Hall, President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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: 7-23-24

Authorized Signature and Title

David, K. Hall, President

Print Name and Title

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. Bullard, Hall & Adams, Inc. / David K. Hall Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Bullard, Hall & Adams, Inc. / David K. Hall
PROPOSER/BIDDER


AUTHORIZED SIGNATURE

President
OFFICER TITLE

7-23-24
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFP-26-24-PLAN
BID TITLE:	Property Appraisal Services

Respondent Information	
Company Name: Bullard, Hall & Adams, Inc.	Federal Employer Identification Number or SS Number: 59-3533838 DUN Number: N/A
Mailing Address 1144 Pelican Bay Drive	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Daytona Beach, Florida 32119	Incorporated in the State of: Florida
Corporate Address: 1144 Pelican Bay 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 Daytona Beach, Florida 32119	State of Florida Department of State Certificate of Authority Document No: N/A
Telephone No. 386-788-3770	
Email Address: info@bhafl.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: David K. Hall	Vice President: Craig S. Adams
Secretary: N/A	Treasurer: N/A
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

David K. Hall
Printed Name

Title: President

Date: 7-23-24

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: Bullard, Hall & Adams, Inc. / David K. Hall

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: Property Appraisal Services

DEPARTMENT: _____

PREPARED BY: _____

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1144 Pelican Bay Drive	1144 Pelican Bay Drive	1144 Pelican Bay Drive
ADDRESS	ADDRESS	ADDRESS
Daytona Beach, FL	Daytona Beach, FL	Daytona Beach, FL
CITY/STATE	CITY/STATE	CITY/STATE
32119	32119	32119
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: David K. Hall

E-MAIL: info@bhafl.com

OFFICE PHONE: 386-788-3770

FAX: 386-788-7995

MOBILE PHONE: 386-212-5788

FEDERAL TAX ID#: 59-3533838

DUNS Number:

2007)

Form **W-9**
(Rev. October 2018)
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.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Bullard, Hall & Adams, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should 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 FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1144 Pelican Bay Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Daytona Beach, FL 32119-1381

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. Also see *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 5 3 3 8 3 8

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 ▶ [signature] Date ▶ 12-2-2019

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*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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: Bullard, Hall & Adams, Inc.

FEIN: 59-3533838

Authorized Representative Name and Title: David K. Hall, President

Address: 1144 Pelican Bay Drive

City: Daytona Beach State: Florida Zip: 32119

Phone Number: 386-788-3770 Email Address: info@bhafl.com

Certified By: David K. Hall 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

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)	1144 Pelican Bay Drive, Daytona Beach
Federal I.D. Number	59-3533838

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: Bullard, Hall & Adams, Inc. / David K. Hall

Mailing Address: 1144 Pelican Bay Drive, Daytona Beach, Florida 32119

Telephone Number: 386-788-3770 Fax Number: 386-788-7995 E-mail Address: info@bhafl.com

Authorized Signature	Printed Name	FEIN
	David K. Hall	59-3533838

Title	Date
President	7-23-24

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: 7-23-24
Authorized Signature and Title

David K. Hall, President
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): David K Hall Proposer Signature:

Bulland, Hall & Adams Inc.

Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): David K. Hall Proposer Signature: [signature]

Bullard, Hall & Adams, Inc.

Firm Name (Please Print)

BULLARD, HALL & ADAMS, INC.
Appraisers – Consultants

DAVID K. HALL, ASA
President, State-Certified General
Real Estate Appraiser RZ1314

CRAIG S. ADAMS
Vice-President, State-Certified General
Real Estate Appraiser RZ665

1144 Pelican Bay Drive
Daytona Beach, Florida 32119
386/788-3770
FAX: 386/788-7995
E-Mail: Info@BHAFL.com

Bullard, Hall & Adams, Inc. has no potential conflict of interest due to other clients, contracts, or property interest for this project.



Signature / Title

July 23, 2024

David K. Hall, President
Printed Signature / Title

Colliers International Valuation & Advisory Services, LLC.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Colliers International Valuation & Advisory Services, LLC.** duly authorized to conduct business in the State of Florida and whose address is **76 South Laura Street, Suite 1500 Jacksonville, Florida 32202**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Colliers International Valuation & Advisory Services, LLC.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

RFQ 26-24-PLAN – PROPERTY APPRAISAL SERVICES

Submitted To:

City of New Smyrna Beach

Purchasing Department

210 Sams Avenue

New Smyrna Beach, Florida 32168

Submitted By:

Patrick R. Phipps, MAI

Colliers International Valuation & Advisory Services

A Division of Colliers International Holdings (USA), Inc.

76 South Laura Street, Suite 1500

Jacksonville, Florida 32202

T: 904 861 1114

F: 813 224 9403

E: patrick.phipps@colliers.com

Table of Contents

Letter of Interest 3
Professional Licenses & Certifications 5
Organization of Team 8
Organizational Staff Chart – Jacksonville Office 8
Team Resumes & Licenses 10
Subcontractors 20
Team Management 21
Anticipated Task Assignments 21
Personnel Proposed to work on Project(s): 22
Experience 23
Recent Projects 23
Eminent Domain Experience of the Firm 24
Project Approach 26
Team Location 29
References 31
Acceptance of Condition 33
City Required Forms 34
Addendum 1 52
Addendum 2 53
Additional Information 54
History of CIVAS & Approach to the Services 54
State of Florida Registration 57
Designation of Authorized Signors 58
Insurance Coverage 59
CIVAS Overview 62
E-Verify MOU 66

Letter of Interest

City of New Smyrna Beach
Purchasing Department
210 Sams Avenue
New Smyrna Beach, Florida 32168

SUBJECT: RFQ 26-24-PLAN – Property Appraisal Services

To Whom It May Concern:

Colliers International Valuation & Advisory Services (CIVAS), a division of Colliers International Holdings (USA), Inc., is pleased to submit the accompanying Proposal for the above referenced Request for Quote (RFQ).

Colliers International Valuation & Advisory Services has extensive experience producing appraisal report and appraisal review services that adhere to Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. We are also committed to producing work in a timely manner.

Colliers International Valuation & Advisory Services proposes one appraiser authorized to commit our firm to perform the services:

Patrick R. Phipps, MAI
76 South Laura Street, Suite 1500
Jacksonville, FL 32202
Phone: 904-861-1114
Email: Patrick.phipps@colliers.com

Within this RFQ, you will find the proposed appraisers' level of appraisal experience, as well as a description of our firm's capabilities and qualifications. A brief summary of the Proposer's qualifications and experience and technical experience is as follows:

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,
Colliers International Valuation & Advisory Services



Patrick R. Phipps, MAI
Managing Director | Jacksonville
State-Certified General Real Estate Appraiser
Cert Gen RZ 2954

Professional Licenses & Certifications



Managing Director | Jacksonville
Valuation & Advisory Services

patrick.phipps@colliers.com
Direct: +1 904 861 1114
Mobile: +1 904 254 0618
Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Patrick Phipps, MAI

Education or Qualifications

Florida State University

Bachelor of Science: Finance & Real Estate

State Certifications

Colorado

Florida

Georgia

Area of Expertise

Patrick Phipps is the Managing Director for the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients. His experience includes analysis and appraisal of all types of real estate, including residential, retail, office, agricultural, industrial, and special purpose properties, among others.

Mr. Phipps has extensive specialized expertise in hospitality properties with over 200 properties appraised throughout the Southeast and New York.

He also focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemnors and private property owners.

Affiliations or Memberships

Appraisal Institute Designated Member

International Right-of-Way Association (IRWA) Member

Professional Background

2002-2012 – Crenshaw Williams Appraisal Company, Senior Appraiser

2012-2017 Integra Realty Resources – Jacksonville, Managing Director/Principal

2017-2019 JLL Valuation & Advisory Services, Executive Vice President

2019 – Present Colliers International Valuation & Advisory Services, Managing Director – Jacksonville

Representative Clients and Projects

Ameris Bank

CenterState Bank

BankUnited

PNC Bank

Hancock Whitney Bank

Trustmark Bank

Renasant Bank

City of Jacksonville

St. Johns County & St. Johns County School Board

Nassau County

Florida Department of Transportation

Williams Gas Pipeline

Doyle Land Services

Duke Energy

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PHIPPS, PATRICK R

76 S LAURA ST SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ2954

EXPIRATION DATE: NOVEMBER 30, 2024

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Appraisal Institute®

Professionals Providing Real Estate Solutions

This Certifies That

Patrick Phipps

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

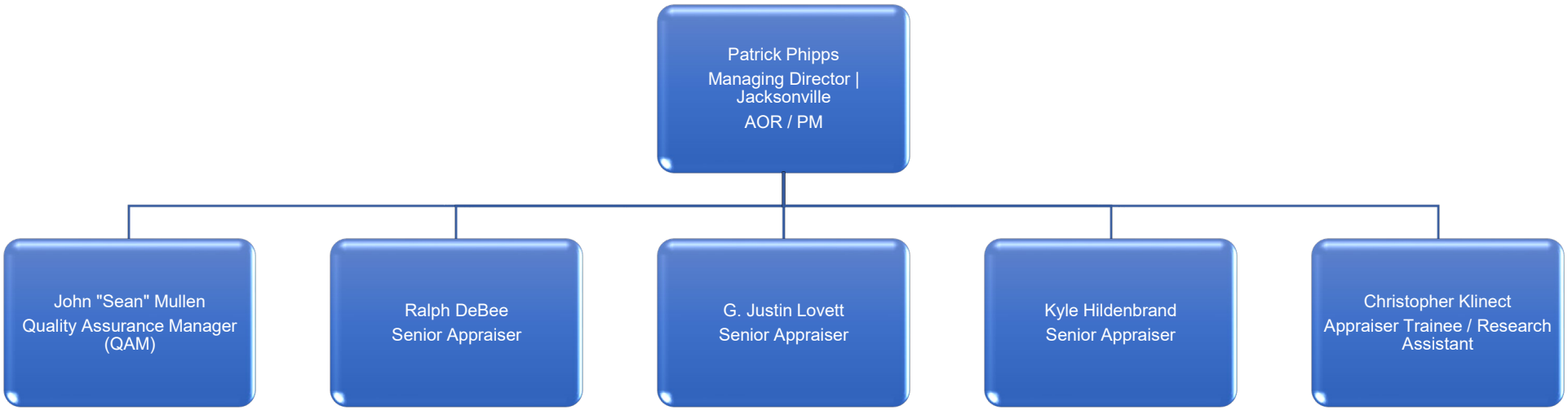
In Witness Whereof, the Board of Directors of the Appraisal Institute has
authorized this certificate to be signed in its behalf by the President, and the
Corporate Seal to be hereunto affixed on this **2nd** day of **August 2016**

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

Organization of Team

Organizational Staff Chart – Jacksonville Office



Appraiser of Record (AOR) / Project Manager (PM)

Patrick R. Phipps, MAI

Managing Director | Jacksonville, FL

76 South Laura Street, Suite 1500

Jacksonville, FL 32202

Patrick Phipps, MAI, is the Managing Director for Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients. His experience includes analysis and appraisal of all types of real estate, including residential, retail, office, agricultural, industrial, and special purpose properties, among others. Mr. Phipps has extensive specialized expertise in hospitality properties with over 150 properties appraised throughout the Southeast and New York. He also focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemners and private property owners. Patrick received his MAI designation in August of 2016.

Patrick focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemners and private property owners.

Experience	***Year***	***Court***	***Testimony***
Sleep Inn – Jacksonville	2021	US Bankruptcy Court, US Bankruptcy Court, Middle District of Florida - Jacksonville	Trial
Midtown Gainesville - Student Housing	2020	US Bankruptcy Court, US Bankruptcy Court, Southern District of Florida – Miami	Deposition, Hearing
Project Orlando - 18 parcels	2019	Circuit Court of the 9th Judicial Circuit, Orange County, FL	Trial
Gas Easement/ HOA Open Space	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/County Road	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/Stormwater Pond	2018	US District Court, Northern District of Georgia	Order of Taking
Jai Mataji, Inc.	2013	US Bankruptcy Court, Jacksonville	Expert Witness
Johnny Angles, Inc.	2013	US Bankruptcy Court, Jacksonville	Deposition
SHIV Hotels, LLC	2013	US Bankruptcy Court, Jacksonville	Deposition
Tarpon Lakeside Development	2012	US Bankruptcy Court, Tampa	Trial

Team Resumes & Licenses



Valuation Services Director
Valuation & Advisory Services

sean.mullen@colliers.com
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Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

John "Sean" Mullen, MAI

Education or Qualifications

University of Georgia-Terry College of Business

Bachelor of Business Administration-International Business

State Certifications

Alabama

Florida

Georgia

North Carolina

South Carolina

Area of Expertise

Sean Mullen is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He specializes in the appraisal of vacant land, residential subdivisions and multifamily developments. Since beginning his real estate appraisal career in 2003, Sean has appraised properties including vacant land, subdivisions, condominiums, multifamily (conventional, student housing and manufactured home parks), industrial warehouses and manufacturing facilities, office buildings (professional and medical), both freestanding retail and multitenant retail properties, eminent domain, as well as special purpose properties. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Affiliations or Memberships

Appraisal Institute Designated Member

Professional Background

February 2019 - present – Colliers International Valuation & Advisory Services, Valuation Services Director (Jacksonville, FL)

May 2017 - February 2019 – Jones Lang LaSalle (JLL) Valuation & Advisory Services, Senior Vice President (Jacksonville, FL)

January 2012 - May 2017 – Integra Realty Resources – Jacksonville, Director (Jacksonville, FL)

March 2006 - January 2012 – Crenshaw Williams Appraisal Company, Senior Appraiser (Jacksonville, FL)

August 2003 - March 2006 – McColgan & Company, Associate Appraiser (Atlanta, GA)

Representative Clients and Projects

BB&T

TD Bank

Wells Fargo

BBVA Compass

Fifth Third Bank

Fidelity Bank

Flagstar Bank

Dream Finders Homes

KB Homes

Mattamy Homes

Nassau County (Florida)

Quest Diagnostics

The St. Joe Company

New Providence Capital

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MULLEN, JOHN ALEXANDER

76 S LAURA STREET SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ3496

EXPIRATION DATE: NOVEMBER 30, 2024

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Valuation Services Director
Valuation & Advisory Services

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76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Ralph J. DeBee, MAI

Education or Qualifications

Brenau University
MBA Degree

Florida Southern College
Bachelor of Arts, Business Administration

State Certifications

Florida

Georgia

South Carolina

Virginia

Area of Expertise

Ralph DeBee joined the Jacksonville, Florida office of Colliers International Valuation & Advisory Services in August 2016. He has been actively employed in the commercial real estate appraisal business since 2011, with services provided in over 14 states along the eastern seaboard of the United States.

Primary experience encompasses a wide variety of property types including multifamily (apartments/manufactured home parks) suburban and CBD office (professional/ medical), retail (shopping centers/free-standing), and industrial (parks/free-standing) as well as special purpose properties such as golf courses, self-storage facilities, and low income housing tax credit projects. Ralph has developed a special expertise including insurable value studies, feasibility studies, rent analysis, and market studies of commercial, industrial, and residential investment properties.

Affiliations or Memberships

Designated Member of the Appraisal Institute

Professional Background

8/16-Present Valuation Services Director, Colliers International Valuation & Advisory Services (Jacksonville, FL)

5/15-8/16 Senior Appraiser, Florida Valuation Group. (Jacksonville, FL)

8/11-5/15 Valuation Consultant, Keystone Consulting Group, Inc. (Jacksonville, FL)

2/09-8/11 AVP, Managed FHA/VA Fulfillment Operation, DE Underwriter

7/07-2/09 Litigation Consultant – Various Mortgage Companies and Wall Street Firms

4/00-7/07 SVP, Loan Administration, UniMortgage LLC

Key Clients

- Berkadia
- Wells Fargo N.A,
- Walker & Dunlop
- First Horizon Bank
- Northmarq
- Arbor Realty Trust
- Lima One Capital
- CBRE
- FDIC
- JLL Capital Markets
- Principal Real Estate Investors
- UCB
- BankFinancial
- LaSalle Debt Investors
- Sound Point Commercial Real Estate



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DEBEE, RALPH JOHN JR

5100 TOWN CENTER CIRCLE 6TH FLOOR
BOCA RATON FL 33486

LICENSE NUMBER: RZ3678

EXPIRATION DATE: NOVEMBER 30, 2024

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Senior Valuation Specialist
Valuation & Advisory Services

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Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

G. Justin Lovett, MAI

Area of Expertise

G. Justin Lovett, MAI, is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. Mr. Lovett specializes in the appraisal of self-storage facilities, multifamily projects, and marinas, in addition to rent comparability studies for Section 8 housing projects.

Since beginning his real estate appraisal career in 2004, Justin has appraised properties including shopping centers, office buildings, condominiums, golf courses, mixed-use development sites, and other special purpose properties.

Affiliations or Memberships

Designated Member of the Appraisal Institute

Professional Background

2019 – Present: Colliers International Valuation & Advisory Services | Senior Valuation Specialist

2017 – 2019: Jones Lang LaSalle | Senior Analyst

2011 – 2017: Integra Realty Resources – Jacksonville | Senior Analyst

2004 – 2011: Crenshaw Williams Appraisal Company | Associate Appraiser

Appraisal Institute Courses

- Advanced Concepts and Case Studies
- General Appraiser Report Writing and Case Studies
- General Market Analysis and Highest and Best Use
- Advanced Income Capitalization
- USPAP – 15-Hour

Other Related Courses

- Appraising Small Apartment Properties
- Appraisal of Land Subject to Ground Leases
- Appraisal of Self-Storage Facilities
- Appraisal of Assisted Living Facilities
- Appraisal Applications of Regression Analysis

Education or Qualifications

MBA – University of Phoenix, 2004

BS – Finance & Real Estate, Florida State University, 1997

State Certifications

Florida

Georgia

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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LOVETT, GEORGE JUSTIN

6278 DUPONT STATION COURT
UNIT 2
JACKSONVILLE FL 32217

LICENSE NUMBER: RZ3006

EXPIRATION DATE: NOVEMBER 30, 2024

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Valuation Services Director
Valuation & Advisory Services

kyle.hildenbrand@colliers.com
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Fax: +1 904 353 4949
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Kyle Hildenbrand, MAI

Education or Qualifications

Iowa State University

B.S., Finance

State Certifications

Florida

Georgia

Area of Expertise

Kyle Hildenbrand, MAI serves as a Valuation Services Director in the Jacksonville, Florida office for Colliers International Valuation & Advisory Services. Mr. Hildenbrand joined Colliers in 2021 and has over 10 years of experience in real property valuation and consulting services. He specializes in the appraisal of office and retail properties.

Mr. Hildenbrand provides services to a broad range of clients that include corporations, developers, investment managers, lending institutions, pension fund advisors, private investors, and REITs. Mr. Hildenbrand's experience includes appraisal, appraisal review, and valuation management for a variety of purposes including financial reporting, investment management, financing, corporate and estate planning, condemnation, assessment appeal, and market rent/rent comparability studies. He has experience working with assets across all primary property types and has been involved in valuation assignments in more than 20 states.

Affiliations or Memberships

Designated Member – Appraisal Institute, 2024

Professional Background

2021 – Present: Colliers Valuation & Advisory Services | Senior Valuation Specialist

2018 – 2021: Situs AMC | Vice President, Valuation Management & IF

2017 – 2018: Jones Lang LaSalle Valuation & Advisory Services | Senior Analyst

2011 – 2017: Iowa Appraisal and Research Corporation | Appraiser

Appraisal Institute Courses

- Advanced Income Capitalization
- Quantitative Analysis
- Advanced Market Analysis and Highest & Best Use
- General Appraiser Report Writing and Case Studies
- Real Estate Finance, Statistics, and Valuation Modeling
- General Appraiser Sales Comparison Approach
- General Appraiser Site Valuation and Cost Approach
- National USPAP Course

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Melanie S. Griffin, Secretary

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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HILDENBRAND, KYLE

76 S LAURA STREET SUITE 1500
JACKSONVILLE FL 32202

LICENSE NUMBER: RZ3943

EXPIRATION DATE: NOVEMBER 30, 2024

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Valuation Associate
Valuation & Advisory Services

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Mobile: +1 850 461 2717
Fax: +1 813 224 9403
colliers.com

76 S Laura Street
Suite 1500
Jacksonville, FL 32202
United States

Christopher Klinect

Area of Expertise

Chris Klinect served more than 11 years as a station chief and fire fighter in the U.S. Air Force before attending Florida State University and obtaining a Bachelor of Science degree in both Real Estate and Management Information Systems.

Chris has been in the commercial real estate business since 2016 and was previously on the industrial brokerage team at the Colliers International office in Jacksonville, FL before joining the Jacksonville CIVAS team.

Chris' experience includes analysis and appraisal of a variety of real estate types, including retail, office, industrial, and land.

Affiliations or Memberships

State Registered Trainee Appraiser
RI25048

State Licensed Sales Associate
SL3364423

Appraisal Institute Practicing Affiliate

Professional Background

2003 – 2014 United States Air Force, Staff Sergeant (E5), Station Chief / Fire Fighter

2016 – 2018 Structure Commercial Real Estate, Sales Associate

2018 – 2019 Colliers International, Industrial Sales Associate

2019 – Present Colliers International Valuation & Advisory Services, Valuation Associate

Appraisal Institute Courses

- 2020-2021 15-hr National USPAP Course
- Florida Appraisal Laws and Rules
- 2022-2023 7-Hour National USPAP Update Course
- Comparative Analysis

Other Related Courses

- Supervisor-Trainee Course for Florida
- Real Estate Market Analysis
- Real Estate Valuation
- Legal Environment of Real Estate
- The Income Approach
- Appraisal of Fast Food Facilities

Education or Qualifications

Florida State University

Bachelor of Science: Real Estate & Management Information Systems

State Certifications

Florida Trainee



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

KLINECT, CHRISTOPHER MICHAEL

10415 SONG SPARROW LN
JACKSONVILLE FL 32218

LICENSE NUMBER: RI25048

EXPIRATION DATE: NOVEMBER 30, 2024

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Subcontractors

We do not anticipate using any subcontractors.

Team Management

Anticipated Task Assignments

- **Appraiser of Record (AOR):**
  - The Appraiser of Record will be the primary point of contact for City staff. The AOR is available during the entire appraisal or appraisal review process for City staff input.
  - The AOR shall be responsible for all work necessary and incidental to the completion of the individual assignments. The AOR will be responsible for all aspects of assignments including scheduling and conducting inspections, personally verifying market research, sub-consultant management, report writing and providing litigation support. The AOR will control all decision making regarding highest and best use, value conclusions, and cure designs. If qualified sub-consultants are necessary (i.e. land planning, engineering, machinery and equipment estimates, construction costs, etc.), the AOR will implement, review and approve the specialty services.
- **Project Manager (PM):**
  - This role will be responsible for directing staff to ensure delivery timelines and compliance requirements are met. The PM will delegate the tasks to be completed by each appraiser or researcher. The PM acts as a primary support to the AOR in the coordination of the delivery of the appraisals to the client.
- **Senior Appraisers:**
  - Colliers Senior Appraisers work directly under the AOR and PM. The Senior Appraisers assist in market research, preparing comparable sale and rental data sheets, report writing of factual information, preparing sketches and exhibits and providing support to the AOR as directed.
- **Research Assistant:**
  - Provides support to the AOR, PM, Senior Appraisers, or quality assurance manager.
- **Quality Assurance Manager (QAM):**
  - This role will analyze, critique, and review the appraisals and addresses any concerns with the AOR and PM. The QAM implements a quality assurance review of each appraisal to ensure compliance with all applicable regulations are met.
- **Appraisal, Acquisition, and Litigation Support:**
  - During the appraisal process, the AOR, PM, Senior Appraisers, and QAM will be available to the City‘s staff and review appraisers as needed. Any issues or concerns of the City‘s will be prioritized and handled in time sensitive manner. The AOR provides all post-appraisal support with the assistance of the Colliers team. The AOR provides the expert witness testimony in all litigation support and works closely with the City.

Personnel Proposed to work on Project(s):

- **Patrick Phipps, MAI (AOR & PM)**, is the Managing Director for the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. He has been actively engaged in real estate valuation and advisory since 2002 with appraisal reports prepared for a wide variety of public and private clients.
- **John "Sean" Mullen, MAI (QAM)**, is a Valuation Services Director in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. In addition to his appraisal work, Sean has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.
- **Ralph DeBee, MAI (Senior Appraiser)**, is a Valuation Services Director in the Jacksonville, FL office of Colliers International Valuation & Advisory Services. He joined the Jacksonville office in August 2016. He has been actively employed in the commercial real estate appraisal business since 2011, with services provided in over 14 states along the eastern seaboard of the United States.
- **G. Justin Lovett, MAI (Senior Appraiser)** is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. Since beginning his real estate appraisal career in 2004, Justin has appraised properties including shopping centers, office buildings, condominiums, golf courses, mixed-use development sites, and other special purpose properties.
- **Kyle Hildenbrand, MAI (Senior Appraiser)** is a Senior Valuation Specialist in the Jacksonville, Florida office of Colliers International Valuation & Advisory Services. His experience includes appraisal, appraisal review, and valuation management for a variety of purposes including financial reporting, investment management, financing, corporate and estate planning, condemnation, assessment appeal, and market rent/rent comparability studies.
- **Christopher Klinect (Valuation Associate / Appraiser Trainee)** is a Valuation Associate in the Jacksonville, FL office of Colliers International Valuation & Advisory Services. Since beginning his real estate appraisal career in 2021, Chris has appraised properties including triple net quick service restaurants, freestanding retail buildings, and land sites. He also performs research and market analysis for the team on a variety of property types.

Experience

Recent Projects

Projects within Volusia County include:

Property Type	*City*	*Description of work*	*Date Completed*
Office	Port Orange	Appraisal	7/3/2024
Self-storage	DeLand	Appraisal	6/26/2024
Multi-family	DeBary	Appraisal	6/25/2024
Retail	New Smyrna Beach	Appraisal	6/14/2024
Retail	Orange City	Appraisal	6/13/2024
Retail	Daytona Beach	Appraisal	6/11/2024
Multi-family	Edgewater	Appraisal	6/11/2024
Retail	Daytona Beach	Appraisal	6/11/2024
Multi-family	Daytona Beach	Appraisal	6/5/2024

Projects related to local government and municipalities involving eminent domain or environmentally sensitive lands include:

Project Name	*County*	*Client*	*Description of work*	*Personnel Involved*	*Project Status*
Belfort Road ROW	Duval, FL	City of Jacksonville / HDR	Appraisal	Patrick Phipps, Chris Klinect	Completed
LaSalle Street Outfall Improvements	Duval, FL	City of Jacksonville / HDR	Appraisal	Patrick Phipps, Chris Klinect	Completed
Wetland Conservation/Park Parcel	Duval, FL	City of Jacksonville	Appraisal	Sean Mullen	Completed
Sarasota School Expansion Sites	Sarasota, FL	Sarasota County Schools	Appraisal	Patrick Phipps, Chris Klinect	Completed
Cartersville Gas Utility Easements	Bartow, GA	City of Cartersville	Appraisal	Patrick Phipps	Completed
Nassau County Submerged Easement	Nassau, FL	FDEP	Appraisal	Patrick Phipps	Completed
William Burgess Boulevard Extension	Nassau, FL	Nassau County BOCC	Appraisal	Sean Mullen	Completed
City of College Park, GA ROW	Fulton, GA	Sysco Corporation	Appraisal	Patrick Phipps	Completed

CSX Rail Right-of-Way	Fulton, GA	Sysco Corporation	Appraisal	Patrick Phipps	Completed
Race Track Road/ SR 9B Phase III	Saint Johns, FL	St. Johns County	Appraisal	Patrick Phipps	Completed
Rail Corridor	Various, GA	Confidential	Appraisal	Patrick Phipps	Completed
Natural Gas Transmission Pipeline	Various, GA	Confidential	Appraisal	Patrick Phipps	Completed

Eminent Domain Experience of the Firm

We have completed projects with Florida Department of Environmental Protection including:

Project Experience	***County***	***Client***
TIITF and Bannon Development	Duval, FL	FDEP
White Oak Golf Course	Nassau, FL	FDEP
Jax Ship Repair	Duval, FL	FDEP
Keystone Marine Terminal	Duval, FL	FDEP
Fish Island Development, LLC	St Johns, FL	FDEP

We have done work with North Florida Land trust including:

Project Experience	***County***	***Client***
Vacant land Earl Baxley Rd	Clay, FL	North Florida Land Trust
40 AC vacant land Louie Carter Rd	Clay, FL	North Florida Land Trust
21 AC vacant land Louie Carter Rd	Clay, FL	North Florida Land Trust
N 12th St	Nassau, FL	North Florida Land Trust
N 11th St & N 12th St	Nassau, FL	North Florida Land Trust
Vacant salt marsh land	Duval, FL	North Florida Land Trust

The Trial Experience of the Firm

Patrick Phipps, MAI, focuses on appraisals for litigation, including specializing in eminent domain. He is an Appraiser of Record for the Florida Department of Transportation and has been qualified as an expert witness throughout Florida, preparing appraisals for condemners and private property owners.

Experience	*Year*	*Court*	*Testimony*
Sleep Inn – Jacksonville	2021	US Bankruptcy Court, US Bankruptcy Court, Middle District of Florida - Jacksonville	Trial
Midtown Gainesville - Student Housing	2020	US Bankruptcy Court, US Bankruptcy Court, Southern District of Florida – Miami	Deposition, Hearing
Project Orlando - 18 parcels	2019	Circuit Court of the 9th Judicial Circuit, Orange County, FL	Trial
Gas Easement/ HOA Open Space	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/County Road	2018	US District Court, Northern District of Georgia	Order of Taking
Gas Easement/Stormwater Pond	2018	US District Court, Northern District of Georgia	Order of Taking
Jai Mataji, Inc.	2013	US Bankruptcy Court, Jacksonville	Expert Witness
Johnny Angles, Inc.	2013	US Bankruptcy Court, Jacksonville	Deposition
SHIV Hotels, LLC	2013	US Bankruptcy Court, Jacksonville	Deposition
Tarpon Lakeside Development	2012	US Bankruptcy Court, Tampa	Trial

John “Sean” Mullen, MAI has been qualified as an expert witness in multiple counties of both Florida and Georgia, as well as in U.S. Bankruptcy Court.

Project Approach

Adequacy of Appraisal Work/Quality Assurance

Colliers International has a dedicated team of 30 professionals serving the State of Florida. The roster includes 13 MAI's. Our ability to respond to any assignment with any timeframe is unmatched within the state. We are able to shift resources as needed to accommodate any assignment. Our staff is diligent in constant communication with all clients and we strive to respond to emails and voicemails the same day and no later than 24 hours. As a result, we are generally available for any and all questions during normal business hours and often times after.

Adequacy of Appraisal Work/Quality Assurance

Colliers International is dedicated to producing the highest quality appraisal services to the City of New Smyrna Beach. Our staff is trained to adhere to the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, the Standards of Professional Practice of the Appraisal Institute, as well as Mount Dora's Supplemental Standards. To ensure that each and every assignment exceeds these standards, we have a three-part Quality Control Program in place. The Quality Control Program is comprised of three parts, the Project Management Plan, the Quality Execution Process, and the Quality Review Plan. These three parts guarantee the appropriate quality assurance steps are being taken from the time of assignment through the delivery and review of the appraisal report.

1. **Project Management Plan**: The first step of our quality assurance process is The Project Management Plan, which is unique to each job and is created at the time of assignment. Once our firm receives a Notice to Proceed, the Project Manager, Patrick Phipps, will work with the Appraiser of Record to compose a plan in writing that divides task among our team members including assigning parcels to associate appraisers, delegating research duties, and determining the appropriate methodology and assignment-specific needs to be addressed. Each task within the plan has a specific deadline and once established, this Project Management Plan becomes the Quality Control Plan that is adhered to for the duration of the assignment.
2. **Quality Execution Process**: The Quality Execution Process ensures that the Quality Control Plan is being adhered to and the tasks therein are being performed in a timely manner. The first step in the Quality Execution Process includes referencing the Quality Control Plan to determine task assignments for each team member.

   The Quality Execution Process continues with the utilization of our proprietary software and established team protocol to complete the tasks outlined in the Quality Control Plan. Our property database, HIVE, is used to log pertinent data that may be used in our valuation. HIVE is also utilized to search thousands of existing property records nationwide, including in each of the nine 67 counties in Florida. HIVE contains records created by the over 240 appraisers in the Colliers network, including 13 MAI designated appraisers in Florida. By leveraging the expertise within our company, we can tackle even the most complex appraisal assignments such as special-use properties. HIVE records are verified by the Appraiser of Record to ensure accuracy and integrated into the report through the use of DataSync, Colliers' industry-leading report writing software.

The use of HIVE and DataSync guarantees that reports for each parcel are consistent and allows Colliers to provide the client with the highest-quality and most accurate report possible. In addition to our proprietary software, we have subscriptions to all of the leading industry data sources, such as Loopnet, CoStar, and various regional MLS databases.

The Quality Execution Process requires constant communication between Appraisers of Record, Associate Appraisers, the City, and subcontractors to ensure that each task in the Property Management Plan is completed on time and up to standard.

3. **Quality Control Review**: In the final step, the appraisal is reviewed for adherence to the Quality Execution Process by the Quality Assurance Manager. The Quality Assurance Manager maintains a checklist called the Quality Assurance Checklist ensuring that each task detailed in the Quality Control Plan has been satisfactorily completed for each parcel.

   The Quality Assurance Manager also keeps a Project Management Review Log which focuses on the steps taken to develop the Project Management Plan, Quality Control Plan and Quality Execution Process. The Quality Review Log includes determining specific problems that need to be addressed with each parcel, outlines when quality reviews will take place, and includes an outline of any project schedules provided by the City and key City personnel related to the assignment.

Once the Quality Assurance Process and Project Management Plan are completed, the appraisal is submitted to the City for review. During the review phase of the project, the Appraiser of Record, the Project Manager, and the Quality Assurance Manager are all available to answer questions and respond to requests for clarification, corrections, or improvements from the City's review appraiser.

When the project is completed, Colliers International performs a self-evaluation of our quality assurance process to determine the effectiveness of the plan as measured by the completed report. The self-evaluation is performed by a team comprised of the Appraiser of Record, the Quality Assurance Manager, and the Project Manager to conclude the effectiveness of our Quality Assurance Process and determine if there are any areas that can be modified to improve our performance. This self-evaluation, as well as our team's dedication to continuing education, allows our firm to continually improve and provide the highest quality reports to our clients.

The following is a sample off Colliers workflow for a typical assignment with a 30-day delivery:

Week 1: Once a notice to proceed is received, the appraisal file is created. During this step, AOR coordinates the inspection of the subject property. Sub-consultants are contracted. The AOR and PM review the appraisal problem to be addressed. They develop an internal timeline and delegate responsibilities with the associate appraisers. Preliminary research regarding the subject property, property type, market data, area and neighborhood is conducted.

Week 2: The property is inspected by the AOR. Market data is chosen and verified by the AOR. The PM implements a production schedule to the Senior Appraisers for completion of various report sections including neighborhood analysis, zoning and land use, sale

history of subject, market data sheets, exhibits and sketches. The PM coordinates adherence to the production schedule during report writing phase.

Week 3: Draft reports from sub-consultants are reviewed by the AOR. The AOR discusses with sub consultants any changes needed, asks for clarification, and directs the sub-consultant to provide a revised draft. First draft market data sheets prepared by the Senior Appraisers are reviewed for accuracy and completeness by the AOR. Report writing continues until a draft report is reviewed and edited by the AOR. The AOR communicates to the PM and Senior Appraisers needed edits.

Week 4: A revised report is prepared and the AOR performs review and editing. The QAM implements a quality assurance review at this stage. The AOR, QAM, and PM discuss the status of the appraisal report and direct staff to any needed requests. The AOR conducts a final review and the report is submitted to the City.

Appraisal Review:

The AOR will be the primary point of contact for City staff on appraisal review assignments. The AOR will maintain constant and open communication with the City and their fee appraiser during the appraisal process to address any project specific concerns.

For appraisal review assignments, all work necessary to the completion of the review assignment will be conducted by the AOR. The PM, Senior Appraisers, or research assistant will be utilized on an “as needed” basis to conduct background research only. The AOR will personally inspect the subject of the review and all comparable market data utilized. The AOR will ensure that the reports produced by the City’s fee appraiser adhere to USPAP and any supplemental standards that the City may have.

Team Location

The team that will have primary responsibility for completing appraisals for the City on New Smyrna Beach is located in Jacksonville, FL. However, Colliers International Valuation & Advisory Services has appraisers throughout Florida that may assist the primary team.

Jacksonville Office

76 S. Laura St.
Suite 1500
Jacksonville, FL 32202

Orlando Office

255 South Orange Ave.
Orlando, FL 32801

Tampa Office

430 W. Kennedy Blvd.
Suite 300
Tampa, FL 33609

Sarasota Office

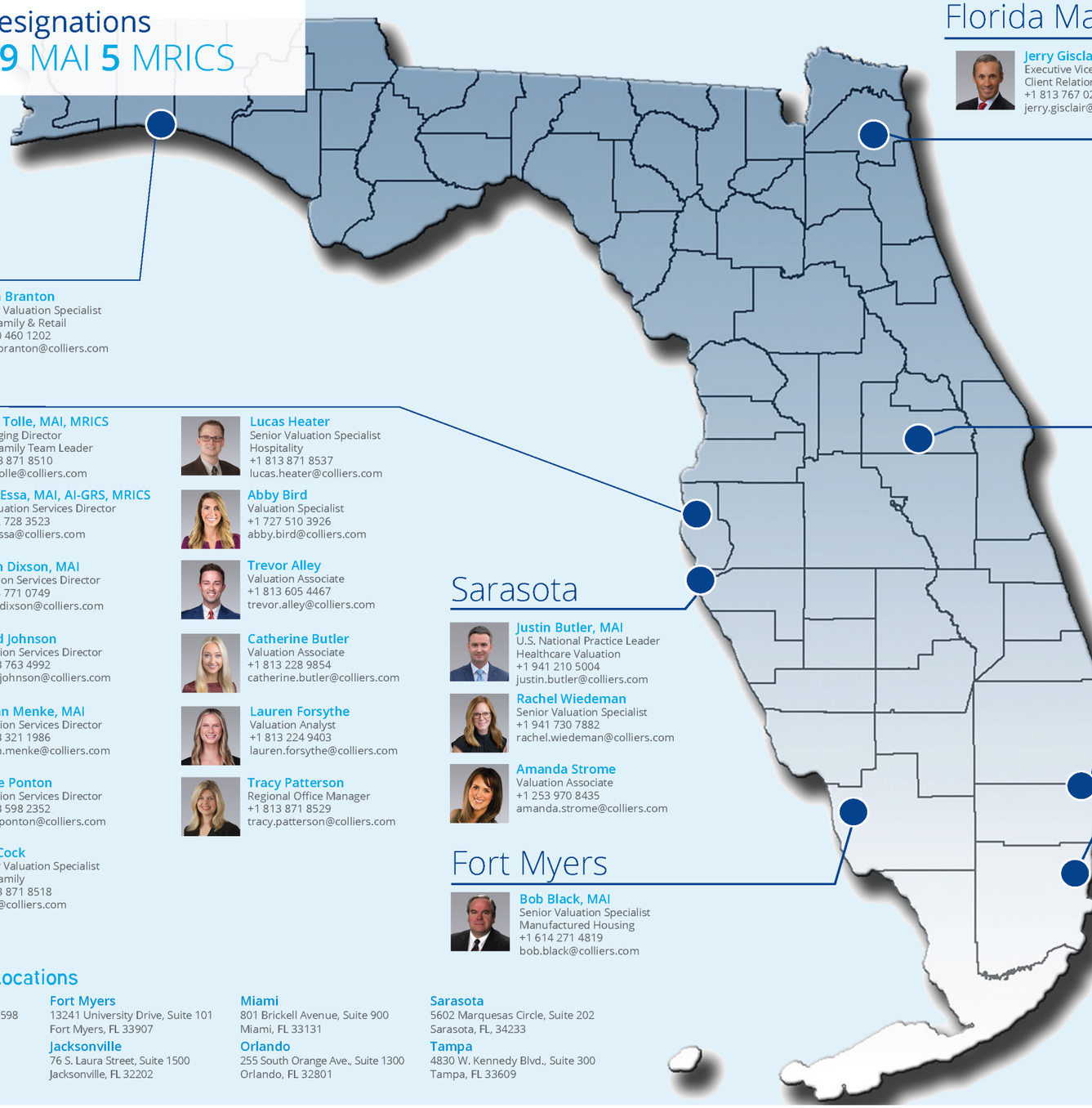
5602 Marquesas Cir.
Suite 202
Sarasota, FL 34233

Miami Office

801 Brickell Ave.
Suite 943
Miami, FL 33131

Colliers

Designations
19 MAI **5** MRICS



Florida Management Team

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Destin



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Tampa



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Orlando



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Fort Lauderdale



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Florida Office Locations

Destin
322 Miramar Beach Drive, #6598
Miramar Beach, FL 32550

Fort Lauderdale
200 E Broward Blvd, #120
Fort Lauderdale, FL 33301

Fort Myers
13241 University Drive, Suite 101
Fort Myers, FL 33907

Jacksonville
76 S. Laura Street, Suite 1500
Jacksonville, FL 32202

Miami
801 Brickell Avenue, Suite 900
Miami, FL 33131

Orlando
255 South Orange Ave., Suite 1300
Orlando, FL 32801

Sarasota
5602 Marquesas Circle, Suite 202
Sarasota, FL, 34233

Tampa
4830 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:				
Project Name: Cedar Point Road Bridge Widening				
Type of Project/Service: Appraisal				
Address: 214 N. Hogan St., Jacksonville, FL 32202				
Contracting Agency/Client: City of Jacksonville, Public Works Department, Real Estate Division				
Contact Name and Phone #: Anthony Jackman, Real Estate Operations Manager 904-255-8737				
Contact Email Address and Fax #: AJackman@coj.net				
Contract Amount: $5,750	Start Date: 4/17/2024		End Date: 6/28/2024	
Project #2:				
Project Name: New Kings Road Land Parcel				
Type of Project/Service: Appraisal				
Address: 214 N. Hogan St., Jacksonville, FL 32202				
Contracting Agency/Client: City of Jacksonville, Public Works Department, Real Estate Division				
Contact Name and Phone #: Anthony Jackman, Real Estate Operations Manager 904-255-8737				
Contact Email Address and Fax #: AJackman@coj.net				
Contract Amount: $2,500	Start Date:	5/14/2024	End Date:	5/28/2024
Project #3:				
Project Name: West side of Chester Road				
Type of Project/Service: Appraisal				
Address: 69161 Nassau Place, Yulee, FL 32097				
Contracting Agency/Client: Board of County Commissioners				
Contact Name and Phone #: Robert T. Companion, County Engineer 904-503-6225				
Contact Email Address and Fax #: rcompanion@nassaucountyfl.com				
Contract Amount: $5,950	Start Date:	12/15/2023	End Date:	6/28/2024

Project #4:				
Project Name: West Ashley Street Parcel				
Type of Project/Service: Appraisal				
Address: 117 West Duval Street, Suite 310, Jacksonville, FL 32202				
Contracting Agency/Client: Downtown Investment Authority				
Contact Name and Phone #: Guy Parola, AICP, Director of Operations 904-255-5305				
Contact Email Address and Fax #: gparola@coj.net				
Contract Amount: $3,500	Start Date:	10/4/2022	End Date:	10/25/2022

Project #5:				
Project Name: Forest Street Park Replacement Parcels				
Type of Project/Service: Appraisal				
Address: 214 N. Hogan St., Jacksonville, FL 32202				
Contracting Agency/Client: City of Jacksonville, Public Works Department, Real Estate Division				
Contact Name and Phone #: Renee H. Hunter, Chief of Real Estate 904-255-8234				
Contact Email Address and Fax #: ReneeH@coj.net				
Contract Amount: $3,000	Start Date:	11/15/2022	End Date:	12/7/2022

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

Acceptance of Condition

Colliers International does not have any exceptions to the general terms and conditions of this RFQ or to the insurance requirements or any other requirements listed in the RFQ.

City Required Forms

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 Patrick R. Phipps, Managing Director | Jacksonville
(Print Individual's Name and Title)
for Colliers International Holdings (USA) Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Colliers International Valuation & Advisory Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 41-2227433

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.

Patrick Phipps
(Signature)

Sworn and subscribed before me this 24th day of July, _____.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

Debbie A. Beal
(Notary)

Notary Public State of Florida

My commission expires: 6.14.28

Notary Public State of Florida
Debbie A Beal
My Commission HH 531392
Expires 6/14/2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Duval

Patrick R. Phipps, being first duly sworn, deposes and says that:

He/she is Managing Director | Jacksonville of Colliers International Valuation & Advisory Services, 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.

Patrick Phipps
Signed

Managing Director | Jacksonville
Title

Subscribed and sworn to before me this 24th day of July, 2024.

Debbie A. Beal
Notary
Title

Notary Public State of Florida
Debbie A Beal
My Commission HH 531392
Expires 6/14/2028

My Commission Expires: 6.14.28

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: Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.

Consultant E-Verify Registration Number: Please see the Additional Information section for the E-Verify MOU

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: Patrick Phipps

Print Name: Patrick R. Phipps, MAI

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 24th Day of July, 2024. She/He is personally known to me or has produced _____ As identification.

Debbie A. Beal

Notary Public

My commission expires: 6.14.28

Notary Public State of Florida
Debbie A Beal
My Commission HH 531392
Expires 6/14/2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Jacksonville

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the Managing Director | Jacksonville of Colliers International Valuation & Advisory Services with a local office in Jacksonville, FL (City & State) and principal office in Centennial, CO (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 26-24-PLAN, Property Appraisal 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.

Patric R. Phipps, MAI
Typed Name

Patrick Phipps
Signed

Managing Director | Jacksonville
Title

July 24, 2024
Dated

Sworn to and subscribed before me this 24th day of July 2023.

Personally known X OR produced identification ____. Identification type:

_____

Notary Public: State of Florida County of Duval

Debbie A. Beal
Printed, typed, or stamped commissioned name of notary public

My commission expires: 6.14.28

Notary Public State of Florida
Debbie A Beal
My Commission HH 531392
Expires 6/14/2028

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 26-24-PLAN described as: Property Appraisal Services

_____.

Colliers International Valuation & Advisory Services,
a division of Colliers International Holdings (USA) Inc.
Firm

July 24, 2024
Date

Patrick Phipps
Authorized Signature and Title

Patrick R. Phipps, MAI
Managing Director | Jacksonville
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.

Patrick Phipps

Date: July 24, 2024

Authorized Signature

Patrick R. Phipps, MAI, Managing Director | Jacksonville

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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.

Patrick Phipps

Authorized Signature and Title

Date: July 24, 2024

Patrick R. Phipps, MAI, Managing Director | Jacksonville

Print Name and Title

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.

Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.

PROPOSER/BIDDER

Patrick Phipps

AUTHORIZED SIGNATURE

Managing Director | Jacksonville

OFFICER TITLE

July 24, 2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFQ 26-24-PLAN
BID TITLE:	Property Appraisal Services

Respondent Information	
Company Name: Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.	Federal Employer Identification Number or SS Number: 41-2227433 DUN Number: 021411657
Mailing Address 76 South Laura St, Suite 1500	Type of Entity (Circle One) Corporation Partnership Proprietorship Joint Venture
City, State, Zip Code Jacksonville, FL 32202	Incorporated in the State of:
Corporate Address: 7200 South Alton Way, Suite A-240	What kind of business: "For Profit" or "Not for Profit" For Profit Is Firm in good standing: Yes or No Authorized to transact business in Florida Yes or No
City, State, Zip Code Centennial, CO 80112	State of Florida Department of State Certificate of Authority Document No: M11000005790
Telephone No. 904-861-1114	
Email Address: patrick.phipps@colliers.com	
If remittance address is different from the mailing address so indicate below.	
Please remit all payments to: Colliers International Valuation & Advisory Services 26791 Network Place Chicago, IL 60673-1267	
List Principals (Print):	
President: Jeremy Walling	Vice President: _____
Secretary: Matthew Hawkins	Treasurer: Blaine Knoll
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.

Patrick Phipps
Authorized Signature

Patrick R. Phipps, MAI
Printed Name

Title: Managing Director | Jacksonville

Date: July 24, 2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 07-24-2024

VENDOR NAME: Colliers International Holding (USA), Inc.

VENDOR DBA: Colliers International Valuation & Advisory Services

PRODUCT/SERVICE PROVIDED: Appraisal

DEPARTMENT: CIVAS

PREPARED BY: Patrick R. Phipps, MAI

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
76 South Laura Street	26791 Network Place	76 South Laura Street
ADDRESS	ADDRESS	ADDRESS
Suite 1500		Suite 1500
Jacksonville, FL	Chicago, IL	Jacksonville, FL
CITY/STATE	CITY/STATE	CITY/STATE
32202	60673-1267	32202
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Patrick R. Phipps, MAI

E-MAIL: patrick.phipps@colliers.com

OFFICE PHONE: 904-861-1114

FAX: 813-224-9403

MOBILE PHONE: _____

FEDERAL TAX ID#: 41-2227433

DUNS Number: 021411657

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.)

COLLIERS INTERNATIONAL HOLDINGS (USA) INC.

2 Business name/disregarded entity name, if different from above.

Disregarded entity: COLLIERSINTERNATIONAL VALUATION & ADVISORY SERVICES, LLC

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) E

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) 5

(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.

7200 South Alton Way, Suite A-240

6 City, state, and ZIP code

Centennial, CO 80112

Requester's name and address (optional)

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

4	1	–	2	2	2	7	4	3	3

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** [signature] **Date** 4/01/2024

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

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: Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.

FEIN: 41-2227433

Authorized Representative Name and Title: Patrick R. Phipps, MAI, Managing Director | Jacksonville

Address: 76 South Laura Street, Suite 1500

City: Jacksonville State: FL Zip: 32202

Phone Number: 904-861-1114 Email Address: patrick.phipps@colliers.com

Certified By: Patrick R. Phipps, MAI, Managing Director | Jacksonville,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Patrick Phipps

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Delaware	
Principal Place of Business (Enter Address)	76 South Laura Street, Suite 1500, Jacksonville, FL 32202	
Federal I.D. Number	41-2227433	

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: Patrick R. Phipps, MAI

Mailing Address: 76 South Laura Street, Suite 1500, Jacksonville, FL 32202

Telephone Number: 904-861-1114 Fax Number: 813-224-9403 E-mail Address: patrick.phipps@colliers.com

Patrick Phipps — Authorized Signature

Patrick R. Phipps, MAI — Printed Name

41-2227433 — FEIN

Managing Director | Jacksonville — Title

July 24, 2024 — Date

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.

Patrick Phipps _____ Date: July 24, 2024

Authorized Signature and Title

Patrick R. Phipps, MAI, Managing Director | Jacksonville

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

We do not anticipate using any subcontractors

Subcontractor 1:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Patrick R. Phipps, MAI Proposer Signature: Patrick Phipps

Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.

Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): Patrick R. Phipps, MAI Proposer Signature: Patrick Phipps

Colliers International Valuation & Advisory Services, a division of Colliers International Holdings (USA) Inc.

Firm Name (Please Print)

Additional Information

History of CIVAS & Approach to the Services

Colliers International Holdings (USA), Inc.

Originally established in Australia, Colliers expanded its presence to the U.S. in 1978 where we grew into a household name in just four short decades. Today, we are one of the leading commercial real estate firms in the country, with more than 150 offices and 6,000 professionals who are committed to providing expert advice across a fully integrated suite of services.

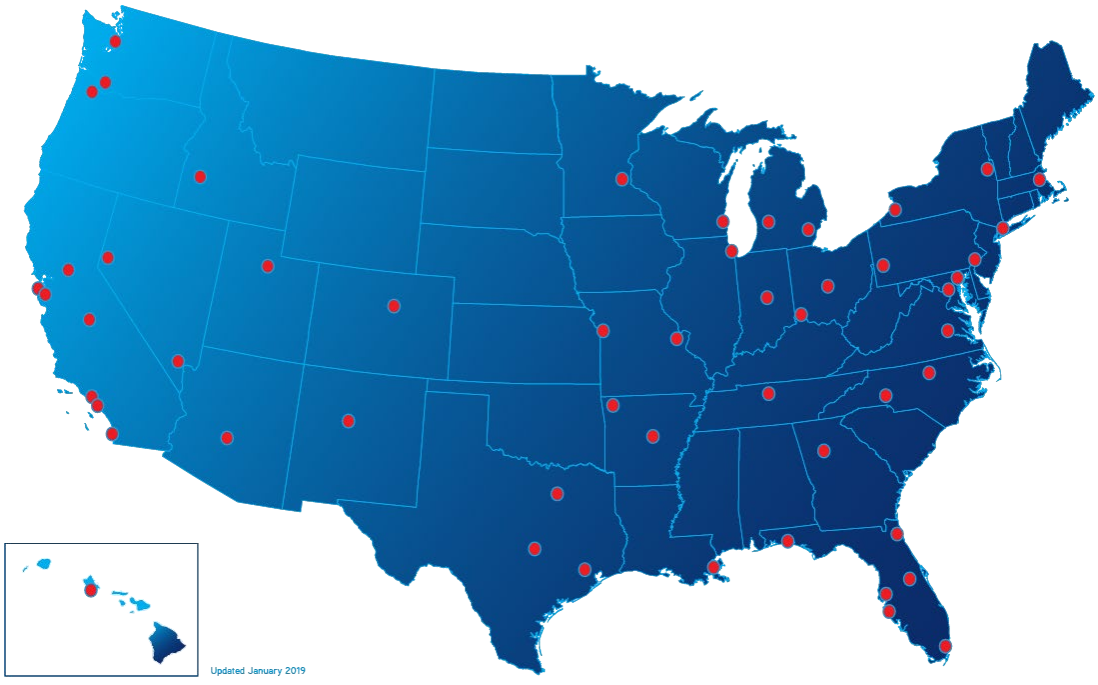
For more than 25 years, our experienced leadership team, owning approximately 40% of our equity, has delivered compound annual investment returns of almost 20% for shareholders. In 2019, corporate revenues were more than $3.0 billion ($3.5 billion including affiliates), with $33 billion of assets under management in our investment management segment. Colliers International (CIGI) is listed on the NASDAQ and TSX.

Colliers International Valuation & Advisory Services, LLC (CVIAS)

As of August 1, 2015, Colliers International Valuation & Advisory Services, LLC (CIVAS) is wholly owned by Colliers International Holdings (USA), Inc., which is incorporated in Delaware, CIVAS is the valuation and advisory service under the Colliers International umbrella.

Capabilities

Colliers International spans the globe in its presence with offices in 68 countries with 17,000 employees (including 750+ valuation professionals), performing 30,000+ annual valuation assignments, 69,000+ annual sale/lease transactions totaling $127B in transaction value, and managing 2B SF, providing global access to the highest level of knowledgeable professional colleagues with asset level expertise and geographical knowledge. Colliers International Valuation & Advisory Services (CIVAS) is a wholly owned subsidiary of Colliers International with over 350+ professionals located in 50+ offices across the United States.



Colliers International is consistently ranked by the International Association of Outsourcing Professionals among The Global Outsourcing 100 top businesses and the World's Best Outsourcing Advisors. Our strong corporate culture is reflected in our people's approach to business. We are committed to providing a superior level of customer service, delivered with integrity, honesty and transparency at all times. We believe this approach is fundamental to our goal of creating long-term value through the development and provision of innovative and market-focused valuation and advisory solutions.

Colliers International Valuation & Advisory Services (CIVAS) has developed a strong reputation for quality, credibility and dependability. CIVAS is a recognized leader in real estate valuation and advisory services and serves a full range of clients, geographies, and property types. Along with our unique and expanding platform, the culture of collaboration between offices provides clients with excellent service, which is customized to each client's needs.

CIVAS is home to the valuation industry's leading professionals who bring valuable experience and expertise in all commercial property types and specialties. We have completed valuation and advisory assignments for some of the largest multi-national corporations, institutions, lenders, governments and owners throughout the world. Our services include:

- Single asset and portfolio assignments
- Trust requirements
- Balance sheet compliance
- Acquisition and disposal due diligence
- Financing and refinancing
- Merger and acquisition
- Capital raising
- Corporatisation and privatization
- Insurance purposes
- Feasibility studies
- Highest and best use analysis
- Rent reviews/Lease analysis
- Legal/Expert Witness

We are proud of our service offering to clients that enables us to assess your property or plant, no matter what category it sits under. Our team of global experts provide researched and thorough valuation advice across the following sectors:

- Office
- Industrial
- Retail
- Large Format Retail/Big Box Centers
- Regional Malls/Specialty Retail
- Multi-Family/Residential Apartment
- Residential Subdivision/Land
- Mixed Use Properties
- Healthcare/Aged Care
- Retirement/Senior Housing
- Manufactured Housing
- Hotels/Hospitality
- Rural & Agribusiness
- Self-Storage
- Plant & Machinery
- Government & Corporate Portfolios

In undertaking major appointments, we have developed a policy of working and communicating regularly with our clients, whether locally, regionally, or globally. We know that unless this occurs, the optimum outcome will not be achieved. Our internal systems are geared towards ensuring consistency of approach and quality of advice and reporting on a global basis.

Depth of Industry Resources

Colliers International maintains a commitment to providing its professionals the best resources in our industry to best serve our valued clients, including resources such as:

- Smith Travel Resources;
- NCREIF Trends & Indexes;
- Real Capital Analytics
- TREPP
- MPF & Axiometrics Multifamily Trends
- CoStar and REIS
- RICS, MAI, CRE resources
- MIPIM, Expo Real, ICSC Conferences
- ULI, NAOIP, CREF, NCREIF, MBA, ICSC, SIOR resources

Professionals maintain subscriptions or memberships in various industry leading organizations such as ICSC, ULI, SIOR, and NCREIF, to better enable professionals to remain current with industry evolution.

Colliers also provides access to various industry resources to better enable our professionals to complete projects with the most comprehensive access to market data.

In addition to third party resources, Colliers professionals have access to various Colliers International Market Trends Reports, proprietary valuation databases, and proprietary Argus – Excel import function, and the extensive knowledge of the Colliers professional network.

Colliers International professionals are licensed in their respective jurisdictions, while also maintaining professional designations (MRICS, MAI, B.Sc Hons, AAPI, CRE, etc.), maintaining the standards per those designations and the regional/ sector requirements.

- **Colliers International Valuation and Advisory Services** has extensive experience producing appraisal report and appraisal review services that adhere to the Uniform Standards of Professional Appraisal Practice (USPAP, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable State appraisal regulations. Additionally, our firm currently has or has had appraisal contracts with the Florida Department of Environmental Protection, St. Johns River Water Management District, St. Johns County, Sarasota County School Board, and the Florida Department of Transportation Districts 1, 5, 7, and the Turnpike Enterprise with experience preparing appraisals that conform to each clients' supplemental standards.

2024 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 25, 2024
Secretary of State
9618658175CC

DOCUMENT# M11000005790

Entity Name: COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC

Current Principal Place of Business:

7200 SOUTH ALTON WAY, SUITE A-240
CENTENNIAL, CO 80112

Current Mailing Address:

7200 SOUTH ALTON WAY, SUITE A240
CENTENNIAL, CO 80112 US

FEI Number: 45-3698813

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	T
Name	KNOLL, BLAINE
Address	7200 SOUTH ALTON WAY, SUITE A-240
City-State-Zip:	CENTENNIAL CO 80112

Title	S
Name	HAWKINS, MATTHEW
Address	1140 BAY STREET, SUITE 4000
City-State-Zip:	TORONTO ON M5S 2Z4

Title	MGR
Name	WALLING, JEREMY
Address	71 SOUTH WACKER DRIVE SUITE 3700
City-State-Zip:	CHICAGO IL 60606

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JEREMY WALLING MANAGER 04/25/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

DocuSign Envelope ID: 6EDDD046-C2CC-441C-AA58-75F183BDA03C

COLLIERS INTERNATIONAL VALUATION & ADVISORY SERVICES, LLC
(the "Company")

UNANIMOUS WRITTEN CONSENT OF THE MANAGER(S) FOR ACTION TAKEN IN LIEU OF AN ANNUAL MEETING

THE UNDERSIGNED, being all of the members of the Board of Managers of the Company, do hereby waive all formal requirements, including the necessity of holding a formal or informal meeting, and any requirements for notice; and do hereby unanimously consent in writing to the adoption of the following resolutions, taking said actions in lieu of an annual meeting of the Managers:

NOW, THEREFORE, BE IT:

RESOLVED, that the following persons be, and hereby are appointed as authorized signors of the Company, effective May 26, 2020, and are authorized and directed, from time to time, to execute and deliver or cause to be executed and delivered such representation, commission and other contracts and agreements entered into in the normal course of providing services to third party clients, which contracts, agreements or other documents or instruments have been reviewed and approved by the Company's legal department, such appointment to remain in effect until such time as the Company revokes such appointment in writing or immediately without any further action by the Company upon the termination of such individual's employment with the Company for any reason whatsoever.

Patrick Phipps – Authorized Signor
P.J. Cusmano – Authorized Signor

RESOLVED, that this unanimous written consent of the Managers may be executed in multiple counterparts, by original or facsimile signature or by or through such other electronic form in which a party may place or evidence its signature hereon (including an electronic scan of same), each of which so executed shall be deemed to be an original and such counterparts together shall be deemed to be one and the same instrument and filed in the corporate records of the Company.

RESOLVED, that this instrument shall be deemed to be executed, and the actions contained herein shall be effective, as of the date first written below.

IN WITNESS WHEREOF, the undersigned, being all of the members of the Board of Managers of the Company, have hereunto set their hands and seals for the purposes herein expressed.

Dated: August 22, 2022

DocuSigned by:
Jeremy Walling
7662490B26484F7...

Jeremy Walling

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie McIntosh
Aon Reed Stenhouse Inc. 1-604-443-3363 401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1	PHONE (A/C, No, Ext): 1-604-443-3363 FAX (A/C, No): E-MAIL ADDRESS: julie.mcintosh@aon.ca

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUT INS CO	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Colliers International Valuation & Advisory Services, LLC

7200 South Alton Way
Suite A-240
Centennial, CO 80112

COVERAGES **CERTIFICATE NUMBER:** 67948697 **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			GLTOABEC5R023	03/01/24	03/01/25	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Reed Stenhouse Inc

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/29/2024

NAME OF INSURED: Colliers International Valuation & Advisory Services, LLC

SUPP (10/00)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Julie.mcintosh@aon.ca
1-604-443-3363 Aon Reed Stenhouse Inc. 401 West Georgia Street, Suite 1200 Vancouver, BC V6B 5A1	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Julie.mcintosh@aon.ca

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUT INS CO	23043
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Colliers International Valuation & Advisory Services, LLC

7200 South Alton Way
Suite A-240
Centennial, CO 80112

COVERAGES **CERTIFICATE NUMBER:** 67949412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			PLVAABP3RJ005	03/01/24	03/01/25	Primary Layer USD	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

To Whom It May Concern

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Reed Stenhouse Inc

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Valuation & Advisory Services



Valuation & Advisory Services

Real estate valuations play a pivotal role in today's business climate. An accurate and well supported opinion of property value can mean the difference between reaching a critical goal—securing a loan, closing a sale, reporting to investors, choosing the best asset—or failing to achieve it altogether.

Colliers Valuation & Advisory Services' reports are designed to deliver insight into a property's fundamentals, its competition and the overall market dynamics affecting value. A solid valuation report can be a strategic asset for investors, lenders and owners, provided that it addresses both a property's unique characteristics and the most current market conditions.

Commitment to high-end client service, coupled with Colliers' unparalleled market intelligence and resources, differentiates us as the firm of choice in the real estate industry.

Professional

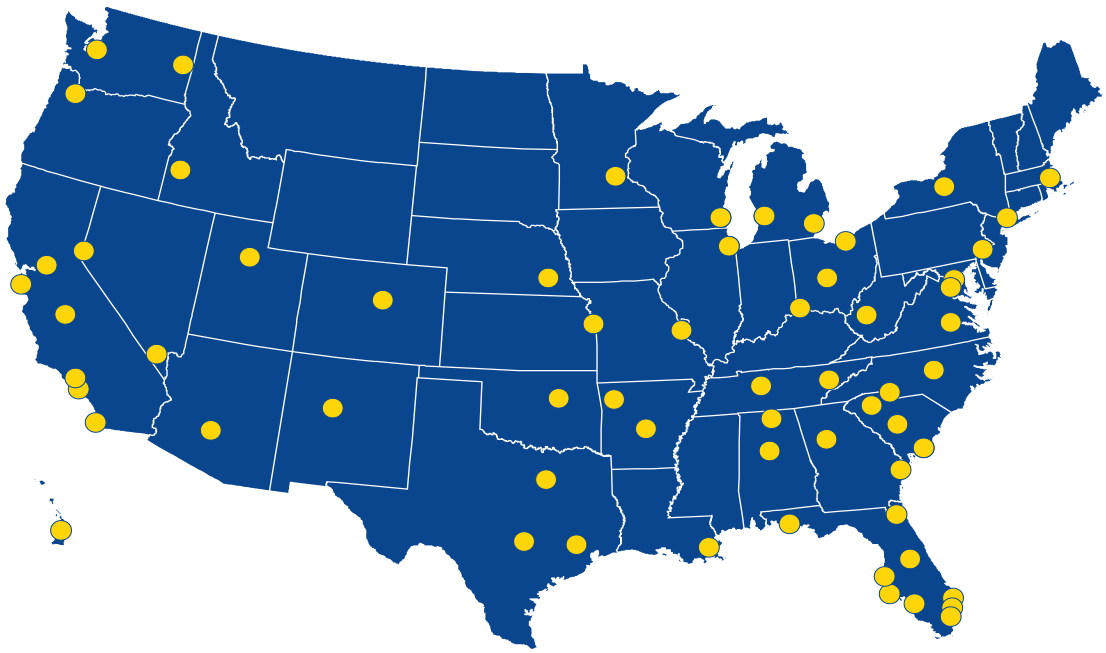
Our professionals share a commitment to deliver the highest level of service and consistent results. We go the extra mile for our clients, whether this means meeting a tight deadline or working with a complex and challenging property.

Technology

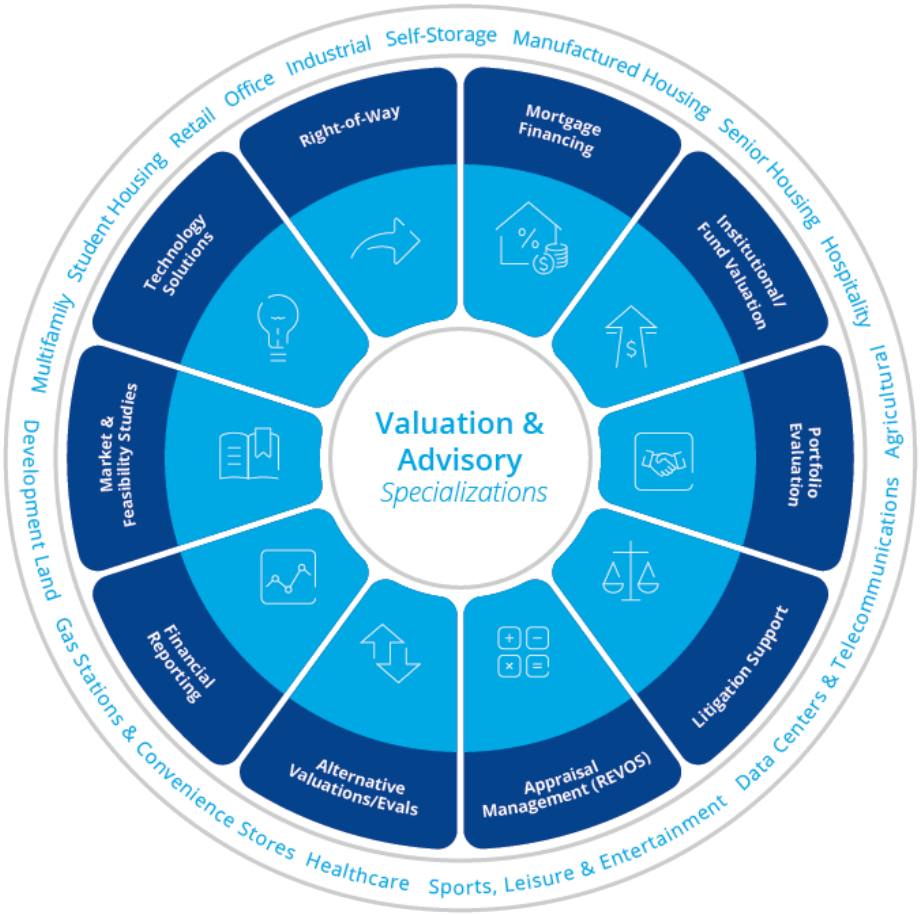
Our unmatched report creation technology speeds appraisals through the pipeline. This secure, centralized production system generates a wide range of reports and high volume portfolio orders without delays.

Information

Today's business climate places valuation in a more pivotal position than ever before. All our appraisals are evaluated and approved by an experienced review team to ensure our clients receive concise and timely appraisals. With clear, prompt reporting and a comprehensive, big picture approach, Colliers' valuation and advisory reports give our clients the information they need to make better business decisions.



What We Do



400+
licensed appraisers and staff

30,000+
assignments completed annually

63
Valuation & Advisory Services market locations across the country

Real estate advisors in 501 offices in 65 countries.

Founding member of the World Green Building Council

Recognized and ranked 17 consecutive years, more than any other real estate firm

Ranked in the top 3 most recognized global commercial real estate brands by The Lipsey Company

Ranked in the world's top female-friendly companies.



Valuation & Advisory Services National Leadership

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Our Experts

To learn more about our Regional and Market Valuation Experts, please click on or scan the QR code.

Why work with Colliers?

We act as an extension of your team.

Our approach is collaborative, nimble and informed by uncommon knowledge. By aligning with your core business needs, we develop and execute customized real estate solutions to support your growth strategy.

We are both results and process-driven.

From the first handshake to the last, we manage the valuation process to minimize disruption, mitigate risk and mediate competing perspectives so that you can focus on what you do best. You can count on us to stay focused on your priorities.

We are defined by our people.

We attract an exemplary roster of top valuation experts across the United States – specialists who save you time and money by cutting through the noise to deliver the most favorable outcome.

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Colliers

Company ID Number: 1682670

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR WEB SERVICES EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Colliers International Valuation & Advisory Services, LLC (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.

2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

a. Notice of E-Verify Participation

b. Notice of Right to Work

3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.

6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.

a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two

exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of

E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment

eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate

verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (https://e-verify.uscis.gov/emp/), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.

6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or
   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.

10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.

5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.

7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. Tf the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services Employer's application.

12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

5. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

6. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party

for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Colliers International Valuation & Advisory Services, LLC	
Name (Please Type or Print) Jermaine White	Title
Signature Electronically Signed	Date 05/05/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/07/2021

Company ID Number: 1682670

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Colliers International Valuation & Advisory Services, LLC
Company Facility Address	9820 Willow Creek Rd Ste 300 San Diego, CA 92131
Company Alternate Address	
County or Parish	SAN DIEGO
Employer Identification Number	453698813
North American Industry Classification Systems Code	531
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)

Company ID Number: 1682670

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CA	1

Company ID Number: 1682670

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jermaine White
Phone Number	2066954220
Fax	
Email	na.peopleservices@colliers.com

Company ID Number: 1682670

This list represents the first 20 Program Administrators listed for this company.

Cushman & Wakefield Regional, Inc.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Cushman & Wakefield Regional, Inc.,** duly authorized to conduct business in the State of Florida and whose address is **201 N. Franklin Street, Suite 3300, Tampa, Florida 33602**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Cushman & Wakefield Regional, Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

CUSHMAN & WAKEFIELD

Cushman & Wakefield Letter of Interest for

As-Needed Property Appraisal Services

RFQ 26-24-PLAN

Prepared for

City of New Smyrna Beach

July 2024



July 24, 2024

City of New Smyrna Beach
ATTN: Purchasing Agent, Janet Vivian
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Letter of Interest – Request for Quotation Solicitation # 26-24-PLAN – Property Appraisal Services for the City of New Smyrna Beach

Dear Ms. Vivian:

Cushman & Wakefield appreciates the opportunity to present the City of New Smyrna Beach with our qualifications for Property Appraisal Services. Our point of contact and authorized representative for this project is:

Mr. Steven T. Murray, R/W-AC, Florida Infrastructure Practice Director, Valuation & Advisory Services
Cushman & Wakefield
201 N. Franklin St., Suite 3300, Tampa, FL 33602
(813) 465.7046 | Steven.Murray@cushwake.com

Cushman & Wakefield is a leading real estate services firm with a Valuation & Advisory Team comprised of professionals experienced in all aspects of real estate appraisal. Valuation services include appraisal and consulting, feasibility studies, market and highest and best use studies, and advisory services. Further, we have a specialized Infrastructure Practice Group that is accustomed to handling appraisal assignments for easement advisory and right-of-way projects of varying sizes and complexities, including on-call or multi-parcel assignments. Our firm conducts valuation and consultation services relating to municipalities of all sizes including federal, state, local, and tribal government entities. We are committed to quality, timely services, and implement our resources and team members to ensure we meet agreed upon deadlines.

Our team has experience in a variety of asset types, including:

- Commercial
- Industrial
- Highways
- Greenways and other corridors
- Rural/Agriculture
- State and federally owned properties
- Gravel pits
- Equestrian and cattle farms
- Multifamily
- Railroad corridors
- Pipelines
- High tension power lines
- Airports and hangars
- Floodways
- Conservation easements
- Electric vehicle charging stations

Given our specialized Infrastructure Practice Group, we are also uniquely qualified in valuation needs unique these government bodies. Right of way assignments include partial acquisitions as well as total acquisitions, including:

- Right of Way
- Utility Easements
- Greenways and other corridors
- Special Purpose
- Highways
- Litigation & Expert Witness Testimony
- Multifamily
- Railroad corridors
- Rural/Agriculture
- Commercial
- Industrial

We appreciate the opportunity to provide this proposal. Should you have any questions, or require additional information regarding our response, please do not hesitate to contact us at any time to discuss.

Respectfully Submitted,

CUSHMAN & WAKEFIELD



Steven T. Murray, R/W-AC
Florida Infrastructure Practice Director, Valuation & Advisory Services
Cushman & Wakefield
201 N. Franklin St., Suite 3300
Tampa, FL 33602
(813) 465.7046
Steven.Murray@cushwake.com

Professional Licenses and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MURRAY, STEVEN

235 3RD AVENUE NORTH APT 649
ST. PETERSBURG FL 33701

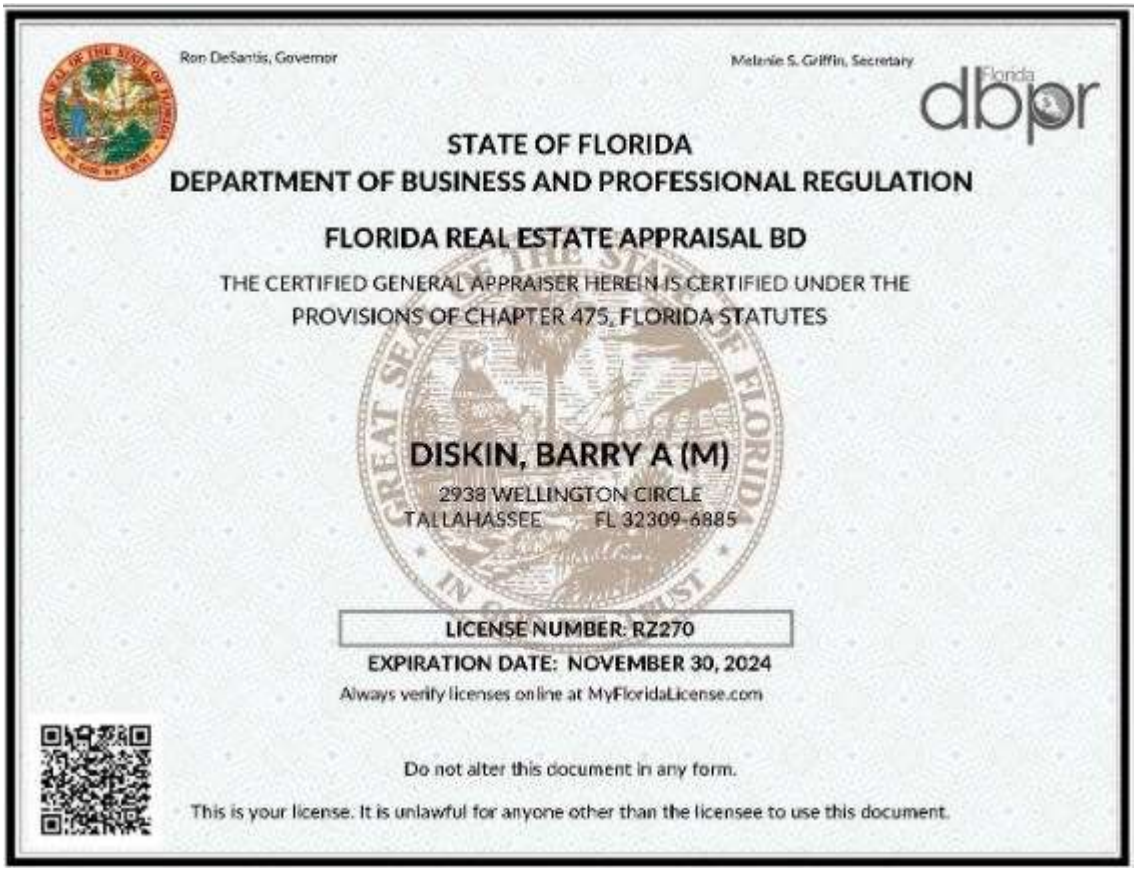
LICENSE NUMBER: RZ4342

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

DISKIN, BARRY A (M)
2938 WELLINGTON CIRCLE
TALLAHASSEE FL 32309-6885

LICENSE NUMBER: RZ270
EXPIRATION DATE: NOVEMBER 30, 2024
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Name	City
Barry A. Diskin, Ph.D., MAI, AI-GRS *Designated Member*	Tallahassee, FL

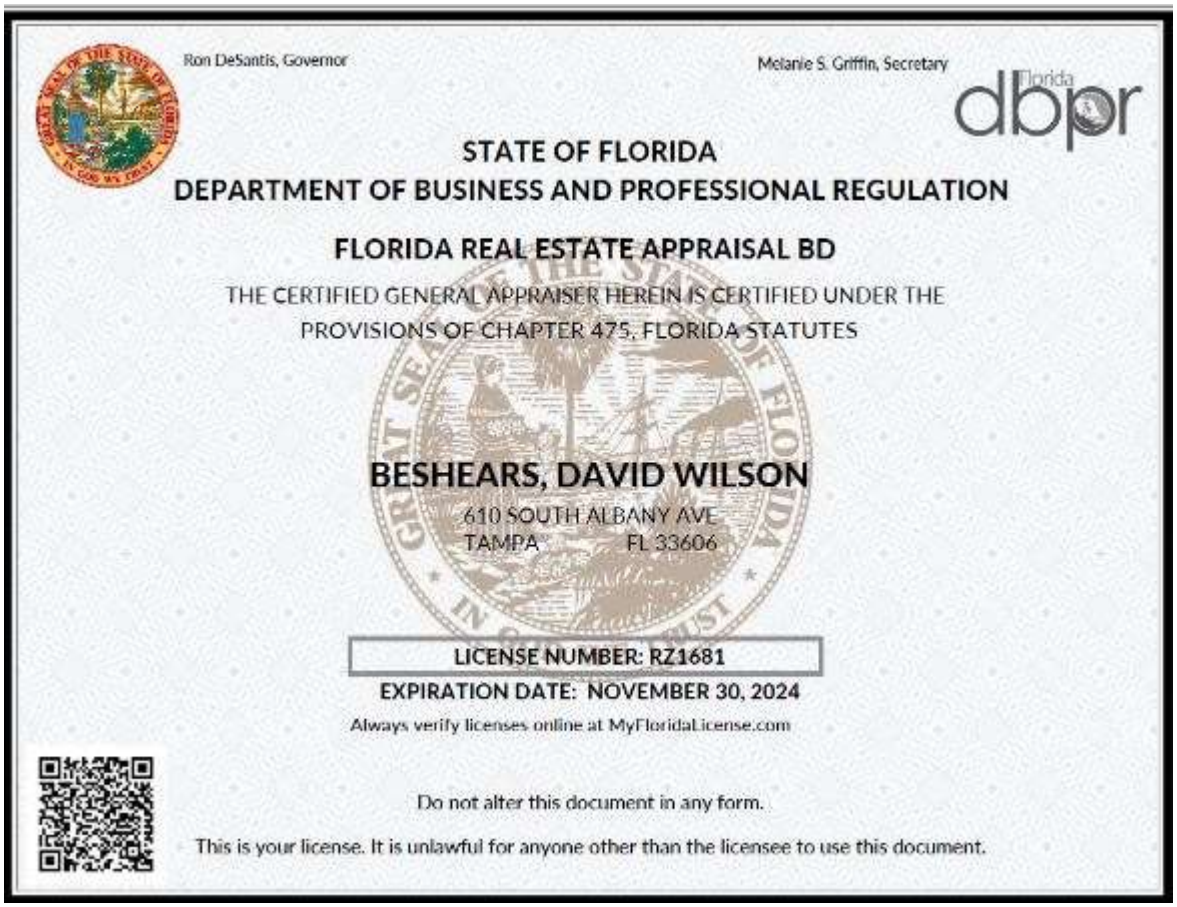
Company: Diskin Property Research

Email: barry@diskinproperty.com

Address: Barry A. Diskin, Ph.D., MAI, AI-GRS
Diskin Property Research
2938 Wellington Circle
Tallahassee, FL 32309-6885

Phone: • Business: (850)893-2400

PROFILE



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Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BESHEARS, DAVID WILSON
610 SOUTH ALBANY AVE
TAMPA FL 33606

LICENSE NUMBER: RZ1681
EXPIRATION DATE: NOVEMBER 30, 2024

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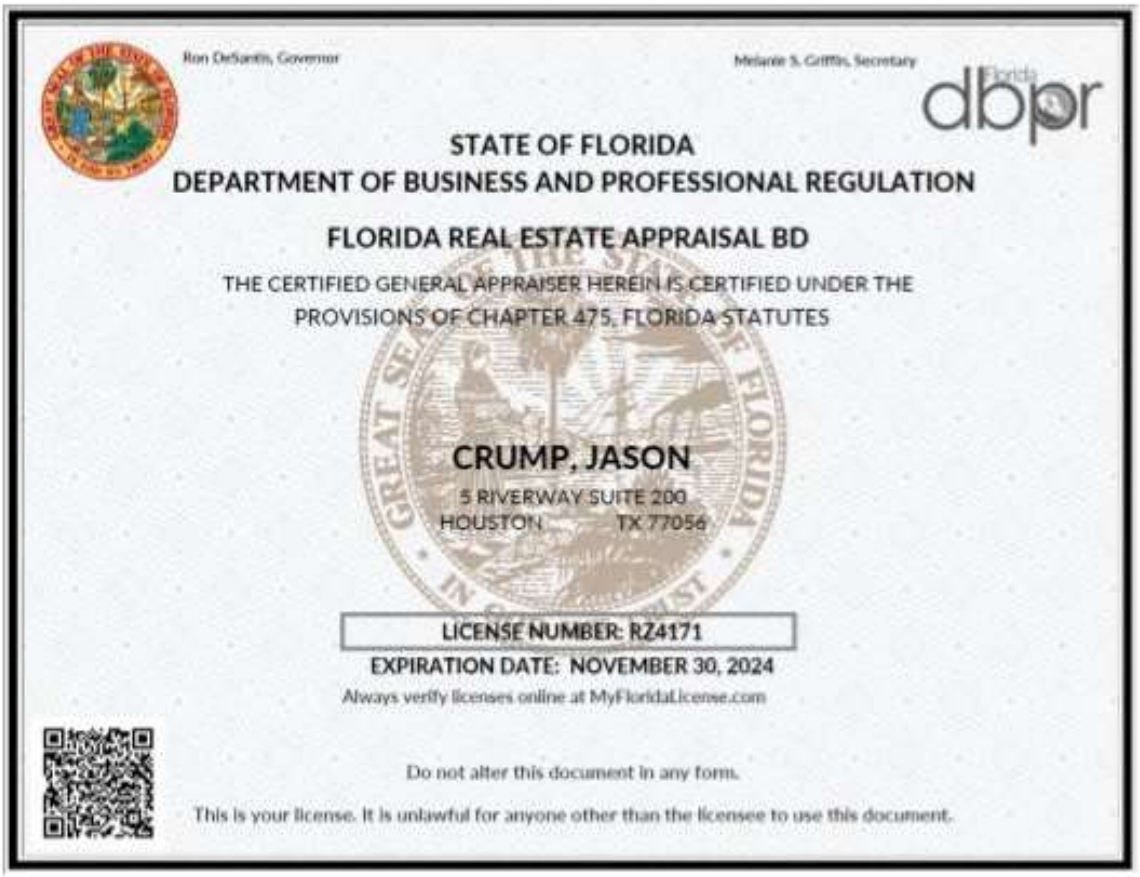
Name	City
David W. Beshears, MAI *Designated Member*	Tampa, FL

Company: Cushman & Wakefield

Email: david.beshears@cushwake.com

Address: David W. Beshears, MAI
Cushman & Wakefield
610 South Albany Ave.
Tampa, FL 33606

Phone: • Business: (813)465-7992



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CRUMP, JASON
5 RIVERWAY SUITE 200
HOUSTON TX 77056

LICENSE NUMBER: RZ4171
EXPIRATION DATE: NOVEMBER 30, 2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

RICHARD, KEITH JOHN
201 N FRANKLIN STREET
SUITE 3300
TAMPA FL 33602

LICENSE NUMBER: RZ4453
EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

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Name	City
Keith John Richard, MAI *Designated Member*	Tampa, FL

Company: Cushman & Wakefield

Email: keith.richard@cushwake.com

Address: Keith John Richard, MAI
Cushman & Wakefield
201 North Franklin Street, Suite 3300
Tampa, FL 33602

Phone: • Business: (225)255-0939

PROFILE

Organization of Team

Organizational Chart

Appraisal Team Organizational Chart		
Steven T. Murray, R/W-AC	Tampa, FL	Project Team Lead. Provides strategic planning and guidance on projects and deliverables. Prepares USPAP compliant appraisal reports.
Barry A. Diskin, Ph.D., MAI, AI-GRS	Tallahassee, FL	Provides Expert Witness/Testimony/Litigation Services as needed.
David W. Beshears, MAI, MRICS	Tampa, FL	Prepares USPAP compliant appraisal reports.
Jason Crump, R/W-AC	Memphis, TN	Prepares USPAP compliant appraisal reports.
Keith J. Richard, MAI	Houston, TX	Prepares USPAP compliant appraisal reports.
Additional Support		
Executive Oversight		Anthony Alderman, CRE, SR/WA, FRICS, National Infrastructure Practice Lead, provides executive oversight on contracts for the Valuation & Advisory, Infrastructure Practice Group.
Research/Data Management/Appraisal Coordination Team		Team of researchers providing data for use in appraisal reports.

Team Background

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. The team at Cushman & Wakefield is highly experienced in all areas of valuation.

Our team lead, Steven T. Murray, R/W-AC, has right of way experience across the state of Florida, as well as Arkansas, Louisiana, Mississippi, Tennessee, and Texas in the form of new roadway construction, state highway and local road widenings, interstate interchange expansion round-a-bout installation, high-tension powerline relocation, pipeline development, and bridge maintenance projects. Additionally, he is a member of the International Right of Way Association. His office is located at 201 N. Franklin St., Suite 3300, Tampa, FL 33602.

Our team also includes Dr. Barry Diskin, Ph.D., MAI, AI-GRS, who has been involved in condemnation work for about 30 years. He has qualified as an expert and testified in 42 Florida counties and in California, Arizona, South Carolina, Pennsylvania, Wisconsin, and Michigan. The cases are largely distributed across eminent domain, property tax, and contamination matters, with the bulk of cases being eminent domain. Since 2000, Dr. Diskin has handled hundreds of miles of right-of-way for various natural gas pipeline firms. In recent years, his principal clients have been the FDOT, Florida Gas Transmission (FGT), and Florida Southeast Connection (FSC), a subsidiary of FPL. Of the hundreds of parcels appraised for FGT, only one went to trial (Washington County). The jury sided with FGT and the property owners' team was not able to overcome the offer of judgment.

Additionally, David Beshears, MAI, MRICS, has over 30 years of consultation experience. Mr. Beshears is Member of the Appraisal Institute and a member of Royal Institute of Chartered Surveyors. He is a State-Certified General Appraiser in Florida, Alabama, Georgia, and Mississippi. His appraisal experience ranges from the valuation of individual properties to large, diverse national portfolios.

Our team also includes Jason E. Crump, R/W-AC. Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Finally, Kieth J. Richard, MAI is a Senior Director within the Valuation & Advisory group of Cushman & Wakefield of Texas, Inc. Mr. Richard has been involved in commercial real estate appraisal since 2006, with experience providing real estate appraisals, consultations, rent analyses, and market studies. His primary geographical location are the states of Florida, Louisiana and Texas, but has valuation experience across Arkansas, Mississippi and Tennessee.

Resumes

STEVEN T. MURRAY, R/W-AC

813-465-7046 | Steven.Murray@cushwake.com | Tampa, Florida | Linkedin.com/in/steventmurray601

Professional Expertise:

Real property experience includes multifamily, office, retail, industrial, land, and self-storage facilities. Right of way appraisal experience across several states in the form of new roadway construction, state highway and local road widenings, interstate interchange expansion, roundabout installation, high-tension powerline relocation, pipeline development, and bridge maintenance projects.

Professional Work Experience:

Cushman & Wakefield | August 2022 – Present
Florida Infrastructure Practice Director | Valuation & Advisory Services | Tampa, Florida

Murphy Appraisal Services and Consulting | *May 2015 – July 2022*
Real Estate Appraiser | Commercial and Right of Way Divisions | Hammond, Louisiana

Arkansas State Highway Department | *January 2015 – April 2015*
Staff Appraiser | Right-of-Way Division | Little Rock, Arkansas

Mississippi Department of Transportation | *May 2011 – November 2014*
Staff Appraiser | Right-of-Way Division | Jackson, Mississippi

Memberships, Licenses, Professional Affiliations, and Education:

- Member – International Right of Way Association
- Chapter 26 Membership Committee Co-Chair – IRWA
- State-Certified General Real Estate Appraiser in the following states:
  FL: RZ4342 | LA: G-4008 | MS: GA1413 | NC: A9105 | TN: #6349 | TX: TX-1381229-G
- B.B.A. Management of Construction & Land Development, Mississippi State University 2011

Specialized Appraisal Experience:

- Vacant land including silviculture tracts, farmland, and subdivisions
- National, regional, and neighborhood retail developments
- Professional and medical office complexes
- Industrial manufacturing and distribution warehouse facilities
- Special-use facilities including religious centers, daycares, and event centers
- Apartment, mobile home, townhome, and condominium multifamily properties
- Right of way projects across AR, FL, LA, MS, TN, and TX

Qualifications of BARRY A. DISKIN

EDUCATION

B.A. Economics, Georgia State University, 1971

M.B.A. Finance, Georgia State University, 1974

Ph.D. Land Economics & Real Estate, Georgia State University, 1982 Dissertation topic: "The Condominium Conversion Process: A Study of Market Characteristics, Physical Factors, and Locational Attributes Contributing to the Rate of Tenant Absorption"

PROFESSIONAL EXPERIENCE—Employment

September 1980-May 2015: College of Business, Florida State University Member of the Real Estate faculty (final rank: Professor)

August 1991–August 1993: College of Business, Florida State University Chairman of the Faculty

August 1984–1997: Real Estate Research Center, Florida State University Director

September 1985-Present: Principal in the firm, Diskin Property Research

December 2016-Present: Member of the teaching faculty of the Appraisal Institute

PROFESSIONAL HONORS AND ACTIVITIES

The Charles A. Rovetta Faculty Hall of Fame, College of Business, Florida State University– Inducted April 2022
Professor Emeritus in the College of Business, Florida State University (fall 2015-Present) The Ernst & Young Inclusive Excellence Award for Accounting and Business School
Faculty 2009 Honors
Francis J. Nardozza Scholar, College of Business, Florida State University, 2007-2015 University Teaching Award, Florida State University, 2000
Teacher Incentive Award, Florida State University, 1994
Appraisal Journal (Journal of the Appraisal Institute), Academic Editorial Board Member
Real Estate Issues (Journal of the Counselors of Real Estate), Member of the Editorial Board
Journal of Financial Services, Member of Editorial Board, 1995–2007 *Journal of Real Estate Literature,* Member of the Editorial Board 1996–1998 Postdoctoral Award, Homer Hoyt Institute, 1985
First Place, National Dissertation Competition, American Real Estate and Urban Economics Association, 1982
Omicron Delta Epsilon (Honor Society in Economics) Beta Gamma
Sigma (Honor Society in Business)

AFFILIATIONS

American Real Estate and Urban Economics Association (1985-2015) American Real Estate Society (1990-2015)
Appraisal Institute (1991-present) Counselors of Real Estate (2008-2020)
Real Estate Counseling Group of America (2012-present) National Association of Realtors (2008-2020)

LICENSES AND CERTIFICATIONS

MAI—Designation of the Appraisal Institute
AI-GRS—Appraisal Institute General Review Specialist Florida Real Estate Broker's License
Florida State-Certified General Real Estate Appraiser—RZ270 Georgia Certified Real Estate Appraiser—002369
Pennsylvania Certified General Real Estate Appraiser—GA004351

DAVID W. BESHEARS

813.263.6151 | David.Beshears@cushwake.com

EXPERIENCE

David Beshears, MAI holds B.A. degrees in real estate and marketing from Florida State University, College of Business. He began his career with GA/Partners, a national consulting firm in Washington, D.C. and was involved in valuation assignments throughout the United States. In 1987, he joined Cushman & Wakefield Financial Services Group and was involved in the exclusive sale of over twenty properties. Since 1991, he has been active in commercial appraisal and consulting. He founded Beshears & Associates in 1994. In late 2019, David's entire Beshears & Associates team joined the Cushman & Wakefield Valuation & Advisory Group. He is a member of the Appraisal Institute, and member of Royal Institute of Chartered Surveyors. He is a Florida State-Certified General Appraiser in Florida, Georgia, Alabama, and Mississippi. His appraisal experience ranges from the valuation of individual properties to large, diverse national portfolios. Beshears & Associates has specialty practices in Gas Stations, Self-Storage, Hotels, Bank Branches, and Golf Courses/Marinas in addition to Apartments, Office, Industrial, Land and Retail in addition to large, diverse national portfolios.

EXPERT WITNESS EXPERIENCE

United State Bankruptcy Court – Middle District of Florida
Circuit Court of 5th Judicial Circuit of the State of Florida in and for Lake and Citrus Counties
Circuit Court of 6th Judicial Circuit of the State of Florida in and for Pasco and Pinellas Counties
Circuit Court of 12th Judicial Circuit of the State of Florida in and for Manatee County
Circuit Court of 13th Judicial Circuit of the State of Florida in and for Hillsborough County
Hillsborough County Value Adjustment Board
Charlotte County Value Adjustment Board
Pasco County Value Adjustment Board
Lake County Value Adjustment Board
Served as Special Magistrate Hillsborough County Value Adjustment Board 2002, 2003, 2004, 2005, and 2007

AFFILIATIONS

MAI, Member Appraisal Institute (10332)
Member Royal Chartered Surveyors (5604052)
Florida State Certified General Appraiser (RZ-1681)
Alabama State Certified General Appraiser (G007951)
Georgia State Certified General Appraiser (242713)
Mississippi State Certified General Appraiser (GA-1401)
Florida Real Estate Broker #0469693

EDUCATION & CERTIFICATIONS

Florida State University
Bachelor of Science, College of Business
Dual Majors in real estate and marketing

APPRAISAL INSTITUTE

The Appraisal Institute has a continuing education requirement for all of its member. David Beshears is current with continuing education for the Appraisal Institute and the State Certifications for Florida, Georgia, Alabama, & Mississippi.

Jason E. Crump, R/W-AC Senior Director

Valuation & Advisory
Infrastructure Practice Group
Cushman & Wakefield of Georgia, LLC

Professional Expertise

Mr. Crump serves as a Senior Director for Valuation & Advisory where his expertise supports the Infrastructure Practice Group. He has experience in managing and appraising large scale right-of-way projects for public and private entities. Assignments include the valuation of partial acquisitions for local, state, and federal transportation projects as well as projects for power transmission lines, pipelines, and other utility related projects. Additionally, he has experience in testifying in over a hundred eminent domain proceedings.

Prior to joining Cushman & Wakefield, Mr. Crump was in a similar role at JLL Valuation & Advisory Services and its predecessor, Integra Realty Resources – Houston. He joined IRR in 2007 as an appraiser and analyst supporting the right-of-way team.

Memberships, Licenses, Professional Affiliations and Education

- Right of Way Appraisal Certified, International Right of Way Association
- Certified General Real Estate Appraiser in the following states:
  - Arkansas - CG-4262
  - Florida - RZ4171
  - Kansas - G-3310
  - Louisiana - APR-04448-CGA
  - Maryland - 34224
  - Mississippi - GA-1336
  - Oklahoma - 13460CGA
  - Pennsylvania - GA004587
  - Tennessee - 5711
  - Texas - 1380229G
  - Virginia - 4001018309
- Bachelor of Business Administration, Finance - University of Houston

Keith J. Richard, MAI

Senior Director
Valuation & Advisory
Cushman & Wakefield of Texas, Inc.

Professional Expertise

Keith J. Richard, MAI is a Senior Director within the Valuation & Advisory group of Cushman & Wakefield of Texas, Inc. Mr. Richard has been involved in commercial real estate appraisal since 2006, with experience providing real estate appraisals, consultations, rent analyses, and market studies.

His primary geographical location are the states of Florida, Louisiana and Texas, but has valuation experience across Arkansas, Mississippi and Tennessee. Prior to joining Cushman & Wakefield in 2022, Mr. Richard was a Vice President with CBRE and was named a top producer every year of his tenure from 2017 through 2021. Prior to joining CBRE, Mr. Richard was a commercial appraiser at Cook, Moore & Associates in Baton Rouge, Louisiana.

Mr. Richard's experience has included all major property types (office, retail, industrial & multifamily) and a wide variety of specialized properties including raw land, commercial subdivisions, residential subdivisions, agricultural land, timber land, medical offices, specialized medical facilities (surgical, imaging, etc.), specialty hospitals, acute care hospitals, net-leased medical properties, heavy manufacturing facilities, cold storage facilities, food processing facilities, churches, schools, charter schools, automobile dealerships, restaurants, mobile home parks, hotels, parking garages, mixed-use, self-storage facilities, parking lots, health clubs, day care/learning centers and sand/dirt quarries. Client types represented include local, regional and national banks and credit unions, CMBS issuers and special servicers, pension funds, private lenders and government agencies.

Mr. Richard has completed Right of Way appraisals for the State of Louisiana DOTD for projects such as the I-10 widening in Baton Rouge, LA, I-49 extension in Lafayette Parish, LA, LA 3241 in St. Tammany Parish, LA, and LA 88 in Iberia Parish, LA and for the State of Texas TxDOT for projects such as the US 380 project in McKinney, TX and FM 518 project in Pearland, TX. In addition, Mr. Richard has completed Right of Way appraisals for FEMA Hazard Mitigation Grant Programs, pipeline projects and railroad projects.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, Keith J. Richard, MAI has completed the requirements of the continuing education program of the Appraisal Institute
- Certified General Real Estate Appraiser in the following states:
  - Louisiana – APR.03684-CGA
  - Texas – TX-1380736-G
  - Florida – RZ4453

Team Management

Our services are tailored to meet the specific needs of our clients, providing the most beneficial outcome. We understand this project is for on-call appraisal services. We have a team comprised of uniquely qualified professionals experienced in a vast range of property types. We offer valuations in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards), the Uniform Standards of Professional Appraisal Practice (USPAP), and applicable agency-specific guidelines, including FDOT Supplemental Standards of Professional Appraiser's Practices. Additionally, our team is well-qualified and experienced in expert witness testimony.

Mr. Murray, as program manager, will actively direct the day-to-day operations of the contract. Appraisers will inspect the subject properties, gather and evaluate data, and provide opinions, judgments, and assist in arriving at value opinions, and providing reports. To maintain consistently high-quality reporting, every valuation and consulting report is reviewed by a second appraiser.

This team is accustomed to handling projects of all sizes, including large, multi-parcel right-of-way assignments. They have previously been responsible for a 240-mile project for Florida Gas Transmission, about 1,500 parcels, and never missed a deadline. In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency.

In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency. This system allows us the capacity to take on on-call projects of any size on an as-needed basis.

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. When contracts are awarded, our administrative staff and research team sets up work files and sort information from clients to begin basic tax and GIS research on subject properties. Appraisers make contact and discuss the project with client and property owners, if applicable. We perform property research, such as verifying zoning and taxes and tracking comparable properties. We also utilize specialized reporting tools, alongside supplemental data solutions, to enable us to produce comprehensive reports efficiently.

Experience

The Cushman & Wakefield appraisal team conducts valuation and consultation services relating to federal, state, local, and tribal government entities. Our team is experienced with an array of asset types unique to these government bodies. Past assignments include national laboratory campuses, military properties, and veterans' administration campuses. Right-of-way assignments include total acquisitions as well as partial acquisitions. Assignment types include:

- Acquisitions
- Partial acquisitions
- Litigation preparation
- Expert witness testimony
- Land exchanges and asset monitoring

Feasibility Studies
Highest and Best Use Studies
Advisory services
Pre-disposal redevelopment planning/positioning

Cushman & Wakefield takes pride in providing services to government clients. Assisting federal, state, and local governments with their real estate valuation and strategy needs is something we have done consistently over our history. Over the past decade, we have had provided valuation and advisory services to a vast number of government authorities.

A sampling of our projects and clientele include:

A multi-billion dollar FGT project from 2008 through approximately 2014 worked on by Barry A. Diskin, Ph.D., MAI, AI-GRS. The project included 240 miles of easements across North Florida (Escambia to Lafayette Counties). We prevailed at each order-of-taking hearing; some were particularly contentious. Brian Bolves at 813.789.8118 was the lead attorney for the majority of those cases and can provide input about Dr. Diskin's courtroom abilities.

Litigation of FPL Turkey Point Units 6&7 Project- Site Certification Hearing – Dr. Diskin testified for the condemning authority (FPL) in a Florida Department of Administrative Hearings event on October 1, 2013. Dr. Diskin's testimony addressed issues dealing with property valuation procedure and a value estimate for a route in the Florida Everglades. Governor Scott and the Cabinet made the ultimate decision in favor of FPL. The lawyers include Carolyn Raepple who represented FPL. She can be reached at 850.566.7612.

A 200 parcel appraisal report assignment located in Craven County, NC, and consisting of reports completed between April 2019 and April 2021. The design-build project generally consisted of upgrading US 70 along its existing alignment to a controlled-access highway in compliance with interstate standards. The project was to provide a six-lane divided facility, with a 22-foot median, as well as a four-lane divided facility, with a 46-foot median. The project also included conversion of at-grade intersections to grade-separated interchanges at US 70 intersections, and two-way access roads on both sides of US 70 to connect existing service roads and maintain access to side street and abutting properties. Contact for this project is Matt Starling of ORC Real Estate Solutions for Infrastructure (704.944.1394).

Our professional expertise is in appraisal and appraisal consultation services across all property types. We are also well-versed in a variety of specialized properties and property types. Our experience includes:

Multifamily	State and federally owned properties
Office	Transmission line corridors
Retail	High pressure gas lines
Industrial	High tension power lines
Land	Airports and hangars
Self-storage facilities	Gravel pits
Railroad corridors	Batture land
Highways	Equestrian and cattle farms
Greenways and other corridors	Auto racing track
Convenience stores	Religious and event centers
Pipelines	Campgrounds and RV parks
Floodways	Boat and RV storage facilities
Conservation easements	Surgery centers and hospitals
Electric vehicle charging stations	
Ground leases	

We are experienced in preparing valuation assignments that comply with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards), agency-specific guidelines (FDOT Supplemental Standards), and the Uniform Standards of Professional Appraisal Practice (USPAP).

We understand this project is for appraisal consultant services. We have a team comprised of uniquely qualified professionals experienced in a vast range of property types. Our team is highly skilled in consulting, feasibility studies, highest and best use studies, and advisory services. Additionally, we offer valuations in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book Standards), agency-specific guidelines (FDOT Supplemental Standards), and the Uniform Standards of Professional Appraisal Practice (USPAP). Our services are tailored to meet the specific needs of our clients, providing the most beneficial outcome.

This team is accustomed to handling large projects. In addition to experience noted elsewhere in this proposal, they have previously been responsible for a 240-mile project for Florida Gas Transmission, about 1,500 parcels, and never missed a deadline.

In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency. This allows us the capacity to take on single-parcel on-call assignments or multi-parcel assignments at any time.

Project Approach

Our firm has a specialized Valuation & Advisory department with a dedicated Infrastructure Practice Group experienced in preparing valuation assignments for organizations, municipalities and government entities of all sizes. We prepare reports in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA aka Yellow Book Standards), and requested agency specific guidelines, in addition to the Uniform Relocation Assistance and Real Property Acquisition Act (URA).

Our firm is accustomed to handling projects of all sizes and complexities, including large, multiparcel right-of-way assignments. Our Infrastructure Practice Group works on assignments ranging from single-parcel on-call appraisals to projects consisting of hundreds of parcels. We have a national presence, and complete thousands of parcel reports every year. This experience enables our team to work seamlessly with client staff members, engineering firms, environmental agencies, and additional groups requiring collaboration.

In addition to the team of appraisers, our firm has a dedicated research team to assist in identification of subject properties and gathering basic information on each property assignment in order to maximize time and efficiency. This system allows us the capacity to take on on-call projects of any size on an as-needed basis.

Collaboration is key to our project team's performance and ensures efficiency and success in achieving objectives. When contracts are awarded, our administrative staff and research team sets up work files and sort information from clients to begin basic tax and GIS research on subject properties. Appraisers make contact and discuss the project with client and property owners, if applicable. We perform property research, such as verifying zoning and taxes and tracking comparable properties. We also utilize specialized reporting tools, alongside supplemental data solutions, to enable us to produce comprehensive reports efficiently.

At Cushman & Wakefield, we leverage cutting-edge technology and sophisticated data analytics tools to provide accurate and reliable appraisal and valuation services. With our vast expertise in the real estate market and access to vast amounts of data from sources such as CoStar, RMLS, Moody, STDB, ESRI, and DataTree, we ensure comprehensive and timely assessments. Resources included an in-house proprietary report writing solution called GTT to enhance our appraisal and valuation process, as well as supplemental data solutions, Microsoft Office, Adobe Acrobat, and graphic applications (e.g., Snagit).

Reports are reviewed by a senior Cushman & Wakefield quality control professional versed in the market or region. Every valuation report is prepared and/or reviewed and signed by a senior, designated Cushman & Wakefield professional.

We are committed to quality, timely services, and implement our resources and team members to ensure we meet agreed upon deadlines. Cushman & Wakefield's deep bench of highly talented valuation professionals, state of the market technology platform, and our dedicated practice groups and teams enables the firm to execute assignments efficiently and expeditiously. Our capacity to take additional workload is adequate to handle a project of this magnitude. Narrative appraisal assignments can typically be completed within three weeks from the date of inspection of the property.

Team Location

Cushman & Wakefield is a leading global real estate services firm established in 1919. While we do pride ourselves in our global presence, our deep bench of regional experts allows us to have honed expertise in local markets.

Our team for this group has locations in both Tampa and Tallahassee, Florida.

1. 201 N. FRANKLIN ST., SUITE 3300
   TAMPA, FL 33602
2. 2938 WELLINGTON CIRCLE
   TALLAHASSEE, FL 32309

References

We solicited reference forms from the following contacts:

Meier Wise
Director of Corporate Real Estate
Florida Power & Light
Meier.Wise@fpl.com
386.366.0332

Eli Matalon
Vice President
Keystone Field Services, Inc.
ematalon@keystonefs.com
850.445.2671

Derrick A. Brown,
Right of Way Manager
Blueprint Intergovernmental Agency
Office: 850.219.1086
Cellular: 850.712.2791
Derrick.Brown@BlueprintIA.org

Jackson Bowman
jbowman@mbrfirm.com
727.481.9550

We did solicit from two additional contacts that advised their firms do not allow written endorsements.

Acceptance of Condition Statement

We are not presently aware of any exceptions to conditions required.

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 Steven Murray, Director
(Print Individual's Name and Title)

for Cushman and Wakefield
(Print Name of Entity Submitting Sworn Statement)

whose business is Cushman & Wakefield

and (if applicable) its Federal Employer Identification Number (FEIN) is 16-1705226

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.

_____
(Signature)

Sworn and subscribed before me this 23 day of July, 2024.

Personally known _____

OR produced identification ✓

Florida DL
(Type of Identification)

_____
(Notary)

Notary Public State of Florida

My commission expires: 07/06/2027

Notary Public State of Florida
Aijah Moore
My Commission HH 418129
Expires 7/6/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Hillsborough

Steven Murray, being first duly sworn, deposes and says that:

He/she is Director of Cushman + Wakefield, 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

Director
Title

Subscribed and sworn to before me this 23 day of July, 2024

Aijah Moore

Notary
Title

My Commission Expires: 07/06/2027

Notary Public State of Florida
Aijah Moore
My Commission HH 418129
Expires 7/6/2027

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: Cushman & Wakefield

Consultant E-Verify Registration Number: Company ID: 1221729/Employer ID: 430955234

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: Steven Murray

Print Name: Steven Murray

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 23 Day of July, 2024. She/He is personally known to me or has produced Florida DL As identification.

Aijah Moore

Notary Public

My commission expires: 07/06/2027

Notary Public State of Florida
Aijah Moore
My Commission HH 418129
Expires 7/6/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Tampa

Before me, the undersigned authority, personally appeared Steven Murray

who was duly sworn, deposes, and states:

1. I am the Director of Cushman & Wakefield with a local office in Tampa, Florida (City & State) and principal office in _____ (City & State).
2. The above named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described as **RFQ 26-24-PLAN, Property Appraisal 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.

Steven Murray
Typed Name

Director
Title

Signed

July 23, 2024
Dated

Sworn to and subscribed before me this 23 day of July 2024 AM

Personally known ___ OR produced identification ✓. Identification type: Florida DL

Notary Public: State of Florida County of Hillsborough

Aijah Moore
Printed, typed, or stamped commissioned name of notary public

My commission expires: 07/06/2027

Notary Public State of Florida
Aijah Moore
My Commission HH 418129
Expires 7/6/2027

Heffington & Associates, LLC
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Heffington & Associates, LLC,** duly authorized to conduct business in the State of Florida and whose address is **911 Beville, Suite 8, Daytona Beach, Florida 32119**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Heffington & Associates, LLC**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

PROPOSAL FOR PROPERTY APPRAISAL SERVICES

CITY OF NEW SMYRNA BEACH
FINANCE DEPARTMENT
210 SAMS AVE
NEW SMYRNA BEACH, FL 32168

RFQ 26-24-PLAN
PROPERTY APPRAISAL SERVICES

RELEASE DATE: JUNE 17, 2024

RESPONSE DEADLINE: JULY 17, 2025, 5:00 PM

OPENING OF SUBMITTALS: JULY 18, 2024, 9:00 AM

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

HEFFINGTON & ASSOCIATES, LLC
911 BEVILLE ROAD, STE. 8 / DAYTONA BEACH, FL 32119 / (386) 760-7601 / FAX (386) 760-5161

July 10, 2024

Ms. Janet Vivian
Purchasing Agent
210 Sams Ave
New Smyrna Beach, Fl 32168

RE: Request for Proposal
Property Appraisal Services
RFQ 26-24-PLAN

Dear Ms. Vivian:

Thank you for the opportunity to offer a proposal to provide appraisal services for the City of New Smyrna Beach.

Attached please find the requested proposal. This is for future appraisal services, so no parcel by parcel analysis is provided. The parcels are obviously not known at this time. The purpose of this analysis and the remaining required data is to provide technical information which will enable you to select an appraisal contractor for the above referenced project/or projects.

It is my understanding that should the proposal be accepted; it is my responsibility to provide an appraisal of all real estate on any said project. This will include all work necessary and incidental to completion of all services expected of an appraiser in culmination of any contract provided. This may include management and administration of sub-consultants as required.

All services on this project are to be performed according to the Uniform Standards of Professional Appraisal Practice (USPAP).

Please contact me if you have any questions. My contact information is as follows: Email – todd@heffingtonandassicates.com; Phone – 386-760-7601, Ext. 13.

Respectfully submitted,

HEFFINGTON AND ASSOCIATES, LLC

R. Todd Heffington, MAI
Cert Gen RZ2368

PROFESSIONAL LICENSES & CERTIFICATES

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HEFFINGTON, RAYMOND TODD
911 BEVILLE RD SUITE 8
DAYTONA BEACH FL 32119

LICENSE NUMBER: RZ2368
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Appraisal Institute

Professionals Providing Real Estate Solutions

This Certifies That

Raymond Todd Heffington

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is entitled to all the rights and privileges of membership subject only to the limiting conditions set forth from time to time in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this 6th day of October 2004

President

This certificate is the property of the Appraisal Institute and must be returned to the Secretary upon termination of membership.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

CONCANNON, MARTIN J

1114 N PENINSULA BLVD
NEW SMYRNA BEACH FL 32169

LICENSE NUMBER: RZ907
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FISHER-BREWER, PATRICIA KATHERINE

911 BEVILLE RD STE 8
DAYTONA BEACH FL 32119

LICENSE NUMBER: RZ2416
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

BREWER, GRETEL YVETTE
1653 N ATLANTIC AVENUE
NEW SMYRNA BEACH FL 32169

LICENSE NUMBER: RZ3231
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

HEFFINGTON, LONNA K
815 LAKE DRIVE
DELAND FL 32724

LICENSE NUMBER: RD1344
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

LEWIS, KATELYN

3190 ARGYLE RD
TITUSVILLE FL 32796

LICENSE NUMBER: RI25358

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Feb 07, 2024
Secretary of State
2403637306CC

DOCUMENT# L21000375121

Entity Name: HEFFINGTON & ASSOCIATES, LLC

Current Principal Place of Business:

911 BEVILLE ROAD
SUITE 8
DAYTONA BEACH, FL 32119

Current Mailing Address:

911 BEVILLE ROAD
SUITE 8
DAYTONA BEACH, FL 32119 US

FEI Number: 87-2957329

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HEFFINGTON, RAYMOND TODD
911 BEVILLE ROAD
SUITE 8
DAYTONA BEACH, FL 32119 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: RAYMOND TODD HEFFINGTON 02/07/2024
Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR
Name	HEFFINGTON, RAYMOND TODD
Address	6212 OAK RIVER TERRACE
City-State-Zip:	PORT ORANGE FL 32127

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: RAYMOND TODD HEFFINGTON AMBR 02/07/2024
Electronic Signature of Signing Authorized Person(s) Detail — Date

DESCRIPTION AND ORGANIZATION OF THE FIRM

Background

Heffington & Associates was established in 1980. We currently have two offices, one in Daytona Beach and one in DeLand. Within our primary office located in Daytona Beach, we have four State Certified General Appraisers, one State Certified Residential Appraiser, one Registered Trainee Appraiser, and one support staff. Our Deland office has one State Certified Residential Appraiser.

Location of Primary Office

Our Daytona office is located at 911 Beville Road, Ste. 8, South Daytona, FL 32119. Our phone number is 386-760-7601. Our email address is daytona@heffingtonandassociates.com.

Staff

Project Manager/
Appraiser of Record: R. Todd Heffington, MAI, RZ2368
30 Years' Experience

- Supervisor
- Direct Management
- Verify All Sales & Market Data
- Write Reports

Appraisal Staff: Martin Concannon, Cert Gen RZ907
41 Years' Experience
Daytona Beach Office

Gretel Brewer, Cert Gen RZ3231
35 Years' Experience
Daytona Beach Office

Patricia Fisher-Brewer, Cert Gen RZ2416
26 Years' Experience
Daytona Beach Office

Katelyn Lewis, Trainee RI25358
2+ Years Experience
Daytona Beach Office

Lonna Heffington, Cert Rez RD 1344
38 Years' Experience
DeLand Office

Support Staff: Angela Heffington
Daytona Beach Office

Subcontractors: Not Applicable - Would have to be hired on a case by case basis

QUALIFICATIONS OF THE APPRAISER

R. TODD HEFFINGTON, MAI
911 BEVILLE ROAD, STE. 8
DAYTONA BEACH, FL 32119
Email: todd@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS

Member, Appraisal Institute
State Certified General Real Estate Appraiser - State of Florida, License RZ2368
Florida Real Estate Broker, License BK 0589200
Member DeLand-West Volusia Board of Realtors
Member Daytona Beach Board of Realtors
Member New Smyrna Beach Board of Realtors
U.S. Department of Professional Affairs Appraisal Panel

EDUCATION

B.S. Degree Real Estate, University of Florida, 1992
Master of the Arts Degree in Real Estate, University of Florida, 1994

SAMPLE OF RECENT AND PERTINENT CONTINUING EDUCATION

Introduction to Commercial Appraisal Review (McKissock) 2024
Commercial Land Valuation (McKissock) 2024
7-hour National USPAP Update Course (McKissock) 2024
Florida Appraisal Laws and Regulations (McKissock) 2024
Fair Housing Bias and Discrimination (McKissock) 2022
Uniform Appraisal Standards of Federal Land Acquisitions (Yellow Book) (McKissock) 2019
Expert Witness For Commercial Appraisers (McKissock) 2016

APPRAISAL EXPERIENCE

Clayton, Roper, and Marshall, May 1993 through August 1993
Heffington & Associates, September 1, 1993 to September 30, 2021
Heffington & Associates, LLC, October 1, 2021 to Present

Completed appraisals on Single-family Residences, Vacant Residential Land, Agricultural Land, Producing Agricultural Properties, Vacant Commercial Properties, Apartment Developments, Industrial Properties, Golf Courses, Office Buildings, Condemnation Appraisals

Have completed numerous eminent domain appraisals for the Florida Department of Transportation and Volusia County Right-of-Way Department since 2010.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for condemnation, deficiency judgments, divorces, etc.

QUALIFICATIONS OF THE APPRAISER

MARTIN CONCANNON
INDIAN RIVER APPRAISAL SERVICES, INC.
1114 N. PENINSULA AVENUE
NEW SMYRNA BEACH, FL. 32169
Email: marty@heffingtonandassociates.co

BUSINESS AND PROFESSIONAL AFFILIATIONS

Active Florida Real Estate Salesman License #0130821-4628
Certified General Appraiser License #RZ907

EDUCATION

University of Florida, Bachelor of Science Degree, Real Estate and Urban Land Studies, 1975
American Institute of Real Estate Appraisers
Course 8-2: Residential Valuation
Course 1A: Principles, Methods, Techniques of Appraising
Course 1B: Capitalization, Theory and Techniques of Appraising

APPRAISAL EXPERIENCE

Associated with Heffington & Associates, 1983 to Present
Security First Federal Savings and Loan, January 1976 to 1983
Completed appraisals on industrial properties, apartments, professional offices, medical offices, small and large acreage tracts of land, retail properties, mobile home parks etc.

COURT QUALIFICATIONS

Qualified as expert witness for Real Estate Valuation
Provided testimony in court hearings for dissolution of marriage, deficiency judgments, etc.

QUALIFICATIONS OF THE APPRAISER

PATRICIA FISHER-BREWER
HEFFINGTON AND ASSOCIATES, LLC
911 BEVILLE ROAD, SUITE 8
DAYTONA BEACH, FL 32119
Email: pfisher2@bellsouth.net

BUSINESS AND PROFESSIONAL AFFILIATIONS:

State Certified General Real Estate Appraiser, State of Florida, License RZ2416
Real Estate Sales Associate, State of Florida, License SL3323569

Member Daytona Beach Area Association of Realtors
Member Florida Association of Realtors
Member National Association of Realtors

EDUCATION:

Keystone School of Business Administration (now Chubb Institute), Swarthmore, PA
(1977-1979) Associate Degree, Business Administration
Appraisal Institute: Awarded 4-year college equivalency in March 1988

BUSINESS EXPERIENCE:

Heffington and Associates, LLC, Daytona Beach, Florida (1998 - Present)
Camins Associates/Bernard W. Camins, MAI, Philadelphia Pennsylvania (March 1992-May 1997), Independent Contractor
Metro Appraisal Services, Marmora, New Jersey and Conshohocken, Pennsylvania (April 1996- May 1997) Independent Contractor
Fisher Realty Appraisal Services, Kulpsville, Pennsylvania (June 1988-March 1995) Owner
Property Appraisal Associates, Lansdale, Pennsylvania (March 1983 -May 1988), Manager, Commercial/Industrial Division
Cushman & Wakefield of Pennsylvania, Inc., Philadelphia, Pennsylvania (June 1980-December 1981), Research Assistant /Appraisal Associate.
William T Burke, MAI, SRPA, Springfield, Pennsylvania (June 1978-June 1980), Assistant/Trainee.

COURT QUALIFICATIONS

Qualified as an Expert Witness in various Pennsylvania Courts, including Bucks County Court of Common Pleas, Montgomery County Court of Common Appeals, and Montgomery County Orphans' Court.

QUALIFICATIONS OF THE APPRAISER

GRETEL Y. BREWER
CORONADO BEACH APPRAISAL SERVICES, INC.
1653 N. ATLANTIC AVENUE
NEW SMYRNA BEACH, FLORIDA 32169
EMAIL gretel@heffingtonandassociates.com

MEMBERSHIP:

Licensed Real Estate Salesperson - State of Florida, License No. SL-0515945
State-certified general real estate appraiser RZ3231

EXPERIENCE:

Coronado Beach Appraisal Services, Inc. - February 1998 to Present
Heffington and Associates - August 1989 to February 1998
Completed appraisals on Single Family Residential Properties, Apartments, Condominiums, Vacant Residential and Multifamily Land, Professional Offices, Retail Buildings, Industrial Buildings, Condemnation Projects, and Vacant Commercial and Industrial Land

EDUCATION:

University of Central Florida
B.S. Degree in Accounting
Daytona Beach Community College
A.A. Degree, Business Administration
Appraisal Institute
400G-General Market Analysis and Highest & Best Use
The New "URAR," Seminar
Small Income Residential Properties, Seminar
SPPA-B, Standards of Professional Practice and Florida Core Law
Steve Williamson Education Specialists
ABII and ABIII
Uniform Standards of Professional Appraisal Practice
Society of Real Estate Appraisers
Course 101, Residential Valuation

RECENT CONTINUING EDUCATION:

Appraising Today's Manufactured Homes (McKissock) 2022
Evaluating Today's Residential Appraisal: Reliable Review (McKissock) 2022
Market Disturbances-Appraisals in Atypical Markets and Cycles (McKissock) 2022
Valuation of Residential Solar (McKissock) 2022
Florida Appraisal Laws and Regulations (McKissock) 2022
2022-2023 7-hour National USPAP Update Course (McKissock) 2022
New Construction Essentials: Luxury Homes (McKissock) 2020
Evaluations, Desktops, and Other Limited Scope Appraisals (McKissock) 2020
Divorce and Estate Appraisals: Elements of Non-Lender Work (McKissock) 2020
Fannie Mae Appraisal Guidelines: Debunking the Myths (McKissock) 2020
Essential Elements of Disclosures and Disclaimers (McKissock) 2020

QUALIFICATIONS OF APPRAISER

LONNA K. HEFFINGTON
HEFFINGTON AND ASSOCIATES
815 LAKE DR., DELAND 32724
Office: 386-736-3431 Cell: 386-801-1040
Email: deland@heffingtonandassociates.com

BUSINESS AND PROFESSIONAL AFFILIATIONS:

Certified Residential Appraiser, RD1344 - 1992-Present
Registered Real Estate Salesman, SL405774 - State of Florida
Member, National Association of Realtors
Member, DeLand West Volusia Board of Realtors
Member, Florida Association of Realtors

EDUCATION:

University of Kentucky, B.A. - Bachelor of Arts Degree, 1964
Appraisal Institute:
- Course 8-2: Residential Valuation
- Course 102: Residential Valuation

Real Estate Salesman Course: Watson Realty
Continuing Education as required by law

APPRAISAL EXPERIENCE:

Heffington and Associates, 1982 to Present
Single Family Residential
Vacant Land/Acreage
Condominiums
Multifamily
Subdivisions
Automobile Dealerships
Right-of-Way Acquisitions

QUALIFICATIONS OF THE APPRAISER

KATELYN LEWIS
HEFFINGTON AND ASSOCIATES
911 BEVILLE RD, STE. 8
DAYTONA BEACH, FL 32119
TRAINEE, RI25358
KATELYN@HEFFINGTONANDASSOCIATES.COM

BUSINESS AND PROFESSIONAL AFFILIATIONS

Registered Trainee Appraiser - RI25358, 2022

EDUCATION

Daytona State College, B.A. - Bachelor of Science in Nursing, 2016

RECENT CONTINUING EDUCATION

2022-2023 7-hour National USPAP Update Course (McKissock) 2022
Florida Appraisal Laws and Regulations (McKissock) 2022
Appraising Today's Manufactured Homes (McKissock) 2022
Valuation of Residential Solar (McKissock) 2022
Evaluating Today's Residential Appraisal: Reliable Review (McKissock) 2022
Basic Appraisal Principles (McKissock) 2022
Basic Appraisal Procedures (McKissock) 2022
2022 15-hr National USPAP Course (McKissock) 2022
Florida Trainee Appraiser required elective courses (McKissock) 2022
Supervisor-Trainee Course (McKissock) 2022

APPRAISAL EXPERIENCE

Heffington and Associates - September 2022-present
Florida Real Estate Advisors - February 2022-September 2022
Single Family Residences
Vacant Residential Land
Condominiums
Multifamily Residences
VA/FHA appraisals

TEAM MANAGEMENT

Each report will be reviewed to ascertain that it complies with the Uniform Standards of Professional Appraisal Practice specific reporting guidelines, in addition to those set forth by any additional appraisal standards that are applicable.

Appraisals will be reviewed to ascertain that they meet the specific requirements of the Appraiser's contract.

R. Todd Heffington, MAI will establish or assign the following:

1. Quality Control Plan - This office maintains a formalized manual for quality control of appraisal assignments, especially for multi-parcel projects. This manual or a modified replacement conforming to a specific assignment will be utilized for any assignment in this Contract.

2. Project Control Plan - A plan will be drawn or modified by R. Todd Heffington, MAI, that will address assignments, schedules, responsibilities, reviews and deliveries that will allow completion in a timely manner of projects, whether one parcel or many.

3. Project Manager – R. Todd Heffington, MAI will serve as project manager. The managers' responsibility will be the day to day correlation of work assignments, due dates, subcontractor management (if applicable), quality control and review.

4. Quality Control/Reviewer – Assignments will be the responsibility of R. Todd Heffington in the review of reports, contracts, subcontractor assignments (if applicable) and client reviews. As a quality control reviewer, R. Todd Heffington will check reports for writing skills, mathematical correctness, grammar, and continuity when blending physical data with market data analysis, subcontractor reports (if applicable), and value conclusions.

5. Peer Review - As a final check, the project manager may seek the assistance and input of an outside source to double check appraisal technique, presentation, and quality. These reviews are solicited from local appraisers, experienced in eminent domain proceedings.

Process of Control and Assurance:

Project Manager formulates or modifies existing Quality Control Plan for specific assignment.

Project Control Plan:

Project Team Members

A) 1) Project Manger
2) Associate Appraiser
3) Researchers/Appraiser
4) Reviewer
5) Subcontractor (If Applicable)
6) Clerical

7) Quality Audit Team
8) Peer Review

B) Assignment of individual tasks for each member on the team

C) Create a flow chart for everyone's use for schedule completion

D) Schedule of Events - The assignment due dates for each individual and valuation step in the appraisal process.

E) Engage the quality control process to ensure proper timing in the manufacture of a quality product.

F) Begin Project

G) Manager takes control

H) Establish review control and schedule for review

I) Establish dates for completion of separate work elements and assignments

EXPERIENCE

Recent Appraisal Projects For New Smyrna Beach, Volusia County and Similar Clients:

New Smyrna Beach Appraisals – Contact Mr. Arvin Weese, Airport Manager

1800 Turnbull Bay Road, New Smyrna Beach, FL
- Vacant Land
- Completed June xx, 2024
- Completed By Martin J. Concannon – Reviewed by R. Todd Heffington, MAI

504 Industrial Park Avenue, New Smyrna Beach, FL
- Industrial Warehouse
- Completed September 6, 2023
- Completed By Martin J. Concannon – Reviewed by R. Todd Heffington, MAI

East Side of Aero Circle, New Smyrna Beach, FL
- Vacant Land
- Completed September 1, 2023
- Completed By Martin J. Concannon – Reviewed by R. Todd Heffington, MAI

County of Volusia – Right of Way - Shannon Minchew - SMinchew@volusia.org

Parcel 116, S. Beresford Road, DeLand
- Vacant Land
- Completed April 11, 2024
- Completed By R. Todd Heffington, MAI

Parcel 801, 2361 Princeton Road, DeLand
- Easement
- Completed March 28, 2024
- Completed By R. Todd Heffington, MAI

Farmton Right-of-way Dedication – New Smyrna Beach and Edgewater
- Right-of-way
- Completed February 29, 2023
- Completed By R. Todd Heffington, MAI

County of Volusia – Facilities Management - Mr. Jim Corbett, P.E., Director JCorbett@volusia.org

1720-1730 Mason Avenue, Daytona Beach
- Automotive Dealership
- June 26, 2023
- Completed By R. Todd Heffington, MAI

4630 N US Highway 17, DeLeon Springs
- Restaurant
- February 24, 2023
- Completed By R. Todd Heffington, MAI

15 Acres North Woodland Boulevard, DeLeon Springs
- Vacant Land
- February 21, 2023
- Completed By R. Todd Heffington, MAI

County of Volusia – Resource Stewardship - Mr. Tim Telfer, Ttelfer@volusia.org

4500 Treebrook Road, New Smyrna Beach
- Vacant Land
- March 28, 2024
- Completed By R. Todd Heffington, MAI

1000 Dragon Fly Lane, Mims
- Vacant Land
- February 20, 2024
- Completed By R. Todd Heffington, MAI

Upcoming Appraisal – DeLeon Springs
- Vacant Land
- To Start in Near Future
- To Be Completed By R. Todd Heffington, MAI

Upcoming Appraisal – Lafayette Landings Drive, DeLeon Springs
- Vacant Land – 100+ acres
- To Start in Near Future
- To Be Completed By R. Todd Heffington, MAI

Upcoming Appraisal – Hough Road, DeLeon Springs
- Vacant Land – 100+ acres
- To Start in Near Future
- To Be Completed By R. Todd Heffington, MAI

Upcoming Appraisal – Off SR 44, New Smyrna Beach
- Vacant Land – 300+ acres
- To Start in Near Future
- To Be Completed By R. Todd Heffington, MAI

Daytona Beach International Airport – Gregory Winquist - gwinquist@flydab.com

Parcel #32, Clyde Morris Blvd., Daytona Beach
- Vacant Land
- Completed May 30, 2024
- By R. Todd Heffington, MAI

North Side of Beville Road, Daytona Beach
- Vacant Land
- Completed October 2023
- By Martin J. Concannon – Reviewed by R. Todd Heffington

1845 Holsonback Drive, Daytona Beach
- Industrial Building
- Completed September 2023
- By Martin J. Concannon – Reviewed by R. Todd Heffington

City of Daytona Beach – Allyson Kaye Brown & Michele Toliver

543 S Dr Martin Luther King Jr Blvd, Daytona Beach
- Vacant Land
- Completed June 2023
- By R. Todd Heffington, MAI

405 Basin St, Daytona Beach
- Vacant Land
- Completed November 2023
- By Martin J. Concannon – Reviewed by R. Todd Heffington

City of Port Orange – Junos Reed, P.E. and Steve Parnell

5979 Devon Street, Port Orange
- Single Family Residence
- Completed March 2023
- By Gretel Y. Brewer and R. Todd Heffington, MAI

819 Madeline Ave, Port Orange
- Vacant Land
- Completed July 2023
- By Martin J. Concannon – Reviewed by R. Todd Heffington

Volusia County School Board – Lisa Divina - LVDivina@volusia.k12.fl.us

422 S. Delaware Ave, DeLand
- Vacant Land
- Completed March 11, 2024
- By Martin J. Concannon – Reviewed by R. Todd Heffington

801 Wild Olive Ave., Daytona Beach
- School
- Completed January 2, 2024
- By R. Todd Heffington

PROJECT APPROACH

The overall objective is for Heffington & Associates, LLC to provide an estimate of market value for the real estate interest in any parcels requested by the client. Constant attention will be paid to any available methods to maximize the efficient use of manpower and materials, and to minimize the need for support from the client.

Heffington & Associates, LLC will prepare written appraisal reports, accompanied by all supporting market data contained within the report addenda, for any and all defined subject parcels. The original appraisal report and any updated reports shall be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) currently in effect. To this end, this firm proposes the following approach to accomplishing the project objective.

The initial step in this project will be familiarization of key personnel with the project. I will conduct an initial review of any supplied surveys or plans in order to develop a general understanding of the project or parcels. The review will include considerations of the properties physical characteristics, (size, shape, topography, age, condition, etc.), its zoning and future land use, its highest and best use, etc. Once this initial "desk review" is completed, a preliminary field investigation will then be conducted.

The field investigation will include cursory inspections of the defined parcel(s) and the assembly of notes germane to the apparent appraisal problems. These inspections will include viewing the parcels involved from the available maps, aerial photographs, and other public records/Property Appraiser's records. This stage of my investigation will be limited to information provided by the client and the available information from Volusia County. This initial research and field investigation will allow me to develop a general understanding of the appraisal problems likely to be encountered.

If necessary, the appraiser will request the client contract additional professional help from specifically qualified sub-consultants. This may occur if the appraisal involves condemnation and/or partial takings, where land planners and/or engineers, or contractor/cost estimators would be required.

The appraisal will then be assigned to an appraiser in our office that is most familiar with the location, property type and required techniques to provide the most accurate appraisal. All appraisals will either be completed by or reviewed by R. Todd Heffington, MAI.

When fee quotes are requested for appraisals, the supplied quotes will include a completion date that will be strictly adhered to.

Coordination with Sub-consultants

All communication with property owners will be coordinated by the appraisers unless arrangements are made by the City of New Smyrna Beach. Both the property owner and client will be notified of the specific time and date of any proposed appraisal inspection so that a representative may accompany me upon the inspection of the subject.

Timely Delivery

Heffington & Associates, LLC will make every effort to complete the appraisal reports in a timely manner to meet the agreed upon appraisal due dates.

Services Not Included

The following is a list of task items that are not included with the above referenced scope of services and can be considered on an individual parcel by parcel determination.

1. Updates
2. Expert witness testimony, deposition and mediation support

Qualifications of Heffington & Associates, LLC Specific to This Request

R. Todd Heffington, MAI has 30 years of appraisal and real estate experience, including significant condemnation experience with the Florida Department of Transportation, the County of Volusia, and local municipalities. In addition, our firm consistently completes appraisals for the Daytona Beach International Airport, Halifax Hospital and the City of New Smyrna Beach Airport. The staff includes two Certified General Appraisers who reside in New Smyrna Beach who have 41 and 35 years of experience respectively, and two appraisers who reside in neighboring Port Orange, with 26 years and 30 years' experience respectively.

TEAM LOCATION

Location of Primary Office

Our Daytona office is located at 911 Beville Road, Ste. 8, South Daytona, FL 32119. All team members that would be assigned to appraisals for the City of New Smyrna Beach work from this office full time.

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Volusia County Resource Stewardship Parcels			
Type of Project/Service: Multiple Appraisals of Vacant Land and Conservation Easements			
Address: Multiple Locations in New Smyrna Beach, Edgewater, Deleon Springs and Mims			
Contracting Agency/Client: Volusia County Resource Stewardship			
Contact Name and Phone #: Tim Telfer 386-943-7081 Ext 13460			
Contact Email Address and Fax #: TTelfer@Volusia.org			
Contract Amount: Varies by property complexity ($2,000-$6,000)	Start Date: December 2023	End Date: Ongoing	
Project #2:			
Project Name: N/A			
Type of Project/Service: Appraisal of Vacant Residential Land			
Address: 543 S. Dr Martin Luther King Jr. Blvd, Daytona Beach, FL			
Contracting Agency/Client: City of Daytona Beach			
Contact Name and Phone #: Michele Toliver 386-671-8185			
Contact Email Address and Fax #: ToliverMichele@CODB.US			
Contract Amount: $1900	Start Date: June 2023	End Date: June 2023	
Project #3:			
Project Name: State Job No. 79040			
Type of Project/Service: Appraisal for condemnation			
Address: W Side of N Woodland Blvd at Mandarin Drive, DeLand, FL			
Contracting Agency/Client: Florida Department of Transportation			
Contact Name and Phone #: Michael McPhail 386-943-5030			
Contact Email Address and Fax #: Michael.Mcpail@dot.state.fl.us			
Contract Amount: $1750	Start Date: June 2020	End Date: June 2020	

Project #4:				
Project Name: N/A				
Type of Project/Service: Appraisal of Public School				
Address: 810 N Wild Olive Ave, Daytona Beach, FL				
Contracting Agency/Client: Volusia County School Board				
Contact Name and Phone #: Lisa Divina 386-947-8786 Ext. 5086				
Contact Email Address and Fax #: LVDivina@Volusia.K12.FL.US				
Contract Amount: $2500	Start Date:	January 2024	End Date:	January 2024
Project #5:				
Project Name: Princeton Sidewalk				
Type of Project/Service: Appraisal of Easement for Condemnation				
Address: 2361 Princeton Rd, DeLand, FL				
Contracting Agency/Client: Volusia County Right of Way Department				
Contact Name and Phone #: Keith Koshiol 386-943-7059 Ext 15848				
Contact Email Address and Fax #: KKoshiol@Volusia.org				
Contract Amount: $3,000	Start Date:	March 2024	End Date:	April 2024

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

STATEMENT OF ACCEPTANCE OF CONDITIONS

Heffington & Associates assumes there are no exceptions to the Statement of Acceptance of Conditions.

CITY REQUIRED FORMS

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 R. Todd Heffington
(Print Individual's Name and Title)
for Heffington & Associates, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is Heffington & Associates, LLC

and (if applicable) its Federal Employer Identification Number (FEIN) is 872957329

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.

_____
(Signature)

Sworn and subscribed before me this 9th day of July, 2024.

Personally known ✓

_____
(Notary)

OR produced identification _____

Notary Public State of Florida

_____
(Type of Identification)

My commission expires: 10-23-27

Notary Public State of Florida
Maureen L Mason
My Commission HH 438147
Expires 10/23/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

R. Todd Heffington, being first duly sworn, deposes and says that:

He/she is Owner of Heffington & Associates, 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

Owner
Title

Subscribed and sworn to before me this 9th day of July, 2024.

Maureen L. Mason

Notary Public
Title

Notary Public State of Florida
Maureen L Mason
My Commission HH 438147
Expires 10/23/2027

My Commission Expires: 10-23-27

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: R. Todd Heffington

Consultant E-Verify Registration Number: 2477755

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: R. Todd Heffington, MAI

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this 9th Day of July, 2024. ~~She~~/He is personally known to me or has produced _____ As identification.

Maureen L. Mason
Notary Public

My commission expires: 10-23-27

Notary Public State of Florida
Maureen L Mason
My Commission HH 438147
Expires 10/23/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared R. Todd Heffington

who was duly sworn, deposes, and states:

1. I am the Owner of Heffington & Associates, LLC with a local office in South Daytona, Florida (City & State) and principal office in South Daytona, 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 26-24-PLAN, Property Appraisal 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.

R. Todd Heffington
Typed Name

Signed

Owner
Title

7/9/24
Dated

Sworn to and subscribed before me this 9th day of July 2024.

Personally known ✓ OR produced identification ____. Identification type:

Notary Public: State of Florida County of Volusia

Maureen L. Mason
Printed, typed, or stamped commissioned name of notary public

My commission expires: 10-23-27

Notary Public State of Florida
Maureen L Mason
My Commission HH 438147
Expires 10/23/2027

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 26-24-Plan described as:

Proposal for Property Appraisal Services.

Heffington & Associates, LLC
Firm

July 9, 2024
Date

Authorized Signature and Title

R. Todd Heffington, Owner
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: July 9, 2024

Authorized Signature

R. Todd Heffington, Owner

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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: July 9, 2024

Authorized Signature and Title

R. Todd Heffington, Owner

Print Name and Title

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.

Heffington & Associates, LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

R. Todd Heffington, Owner
OFFICER TITLE

July 9, 2024
DATE

END OF SECTION

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: Heffington & Associates, LLC

FEIN: 872957329

Authorized Representative Name and Title: R. Todd Heffington, MAI, Owner

Address: 911 Beville Rd, Ste 8

City: South Daytona State: FL Zip: 32119

Phone Number: 386-760-7601 Email Address: Daytona@Heffingtonandassociates.com

Certified By: R. Todd Heffington Owner ,
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

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	911 Beville Rd., Ste 8, South Daytona, FL 32119	
Federal I.D. Number	872957329	

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: R. Todd Heffington

Mailing Address: 911 Beville Rd., Ste 8, South Daytona, FL 32119

Telephone Number: 386-760-7601 Fax Number: 386-760-5161 E-mail Address: Daytona@Heffingtonandassociates.com

Authorized Signature	R. Todd Heffington	872957329
	Printed Name	FEIN
Owner	July 9, 2024	
Title	Date	

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: July 9, 2024

Authorized Signature and Title

R. Todd Heffington, Owner

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): R. TODD HEFFINGTON Proposer Signature:

HEFFINGTON + ASSOCIATES, LLC
Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): R. TODD HEFFINGTON Proposer Signature: [signature]

HEFFINGTON & ASSOCIATES, LLC

Firm Name (Please Print)

Eminent Valuations, PLLC
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Eminent Valuations, PLLC,** duly authorized to conduct business in the State of Florida and whose address is **12301 Lake Underhill Road, Suite 263, Orlando, Florida 32828**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Eminent Valuations, PLLC**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

Eminent Valuations

Real Estate Appraisal & Consulting

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227
Owner/Principal Appraiser

RFQ 26-24-PLAN

Request for Qualifications Property Appraisal Servies

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

INDEX/TABLE OF CONTENTS

A. Cover Page
B. Letter of Interest
C. Professional Licenses & Certificates
D. Organization of the Team
E. Team Management
F. Experience
G. Project Approach
H. Team Location
I. Reference
J. Acceptance of Conditions
K. City Required Forms

Eminent Valuations

Real Estate Appraisal & Consulting

July 16, 2024

Ms. Janet Vivian
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: Response to RFQ 26-24-PLAN
Request for Qualifications Property Appraisal Services

Ms. Vivian:

I am submitting herein my response to your request for qualification (RFQ) for property appraisal services. It is my intention that this proposal meets the requirements outlined in the RFQ and has been delivered to the City of New Smyrna Beach prior to the stated deadline of Wednesday, July 24, 2024, at 5:00 pm. I acknowledge receipt of two Addendums associated with the RFQ, which are signed and attached to this proposal.

I Kristin L. Soltys, as the sole member of Eminent Valuations, PLLC, will be the appraiser of record for this contract, should it be awarded. I will be personally responsible for all scheduling, negotiating, and contracting and will be the point of contract for all work assignments. I will be personally responsible for all appraisal work completed by Eminent Valuations.

In the details of this proposal, you will find that my team and I exceed the qualifications and experience necessary to provide the City of New Smyrna Beach appraisal, appraisal review, and litigation support services.

If selected, the appraisal services provided will, at minimum, adhere to the Scope of Service outlined in the RFQ and the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Foundation and the Standards of Professional Ethics of the Appraisal Institute. Reports may also be prepared in compliance with Right-of-Way Manual Section 6.2 of the Florida Department of Transportation Supplemental Standards of Appraisal or the Uniform Appraisal Standard for Board of Trustees, Land Acquisitions, Bureau of Appraisal, Division of State, and Department of Environmental Protection (Yellow Book) when necessary.

12301 Lake Underhill Road, Suite 263, Orlando, FL 32828

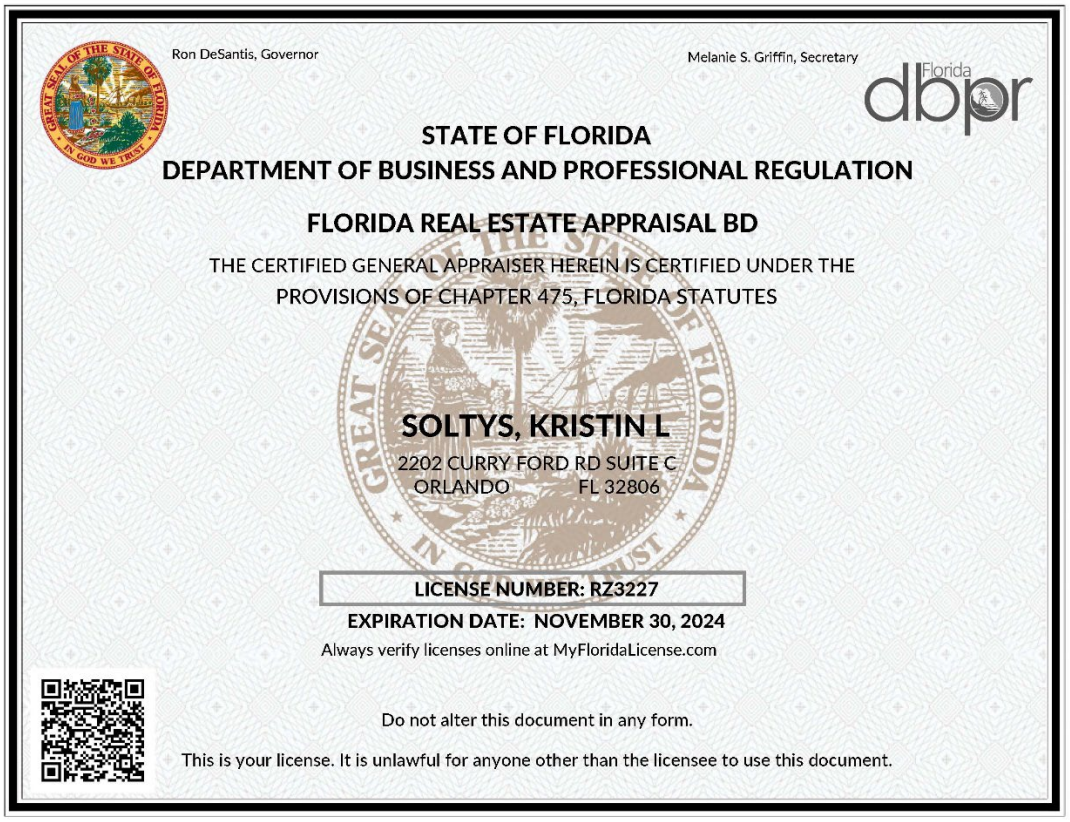
eminentvaluations.com 321-445-1767 kristin@eminentvaluations.cor

Thank you in advance for your time and consideration. I appreciate the opportunity to submit this proposal. If you should have any questions, please do not hesitate to contact me at (321) 445-1767 or kristin@eminentvaluations.com.

Sincerely,

Kristin L. Soltys, MAI
State-Certified General Real Estate Appraiser RZ3227

C. PROFESSIONAL LICENSES AND CERTIFICATIONS



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

SOLTYS, KRISTIN L

2202 CURRY FORD RD SUITE C
ORLANDO FL 32806

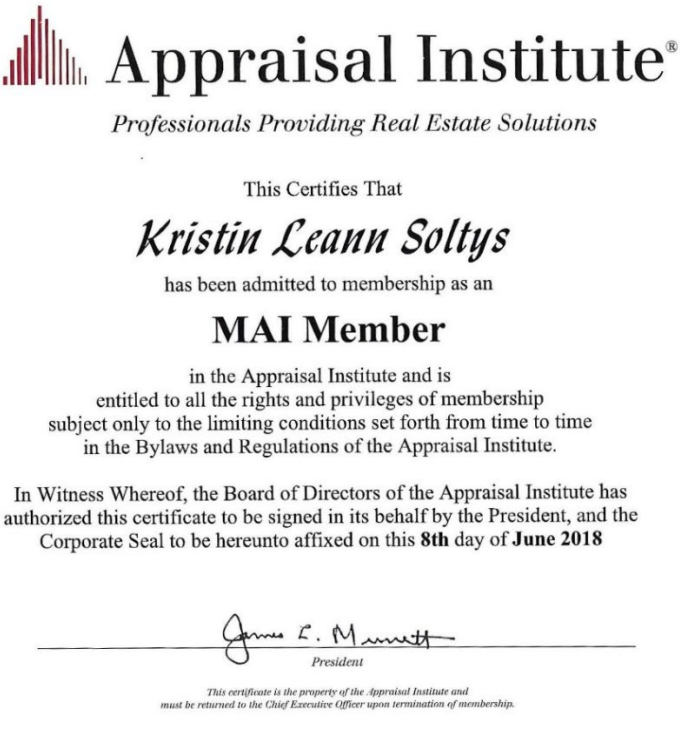
LICENSE NUMBER: RZ3227

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Appraisal Institute®

Professionals Providing Real Estate Solutions

This Certifies That

Kristin Leann Soltys

has been admitted to membership as an

MAI Member

in the Appraisal Institute and is
entitled to all the rights and privileges of membership
subject only to the limiting conditions set forth from time to time
in the Bylaws and Regulations of the Appraisal Institute.

In Witness Whereof, the Board of Directors of the Appraisal Institute has authorized this certificate to be signed in its behalf by the President, and the Corporate Seal to be hereunto affixed on this **8th** day of **June 2018**

President

This certificate is the property of the Appraisal Institute and must be returned to the Chief Executive Officer upon termination of membership.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

TRIBBEY, KATHRINE GRACE

12301 LAKE UNDERHILL RD SUITE 263
ORLANDO FL 32828

LICENSE NUMBER: RZ4487

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/15/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED RESIDENTIAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FITZWATER, MARIE ELIZABETH

2202 CURRY FORD RD SUITE C
ORLANDO FL 32806

LICENSE NUMBER: RD8486

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

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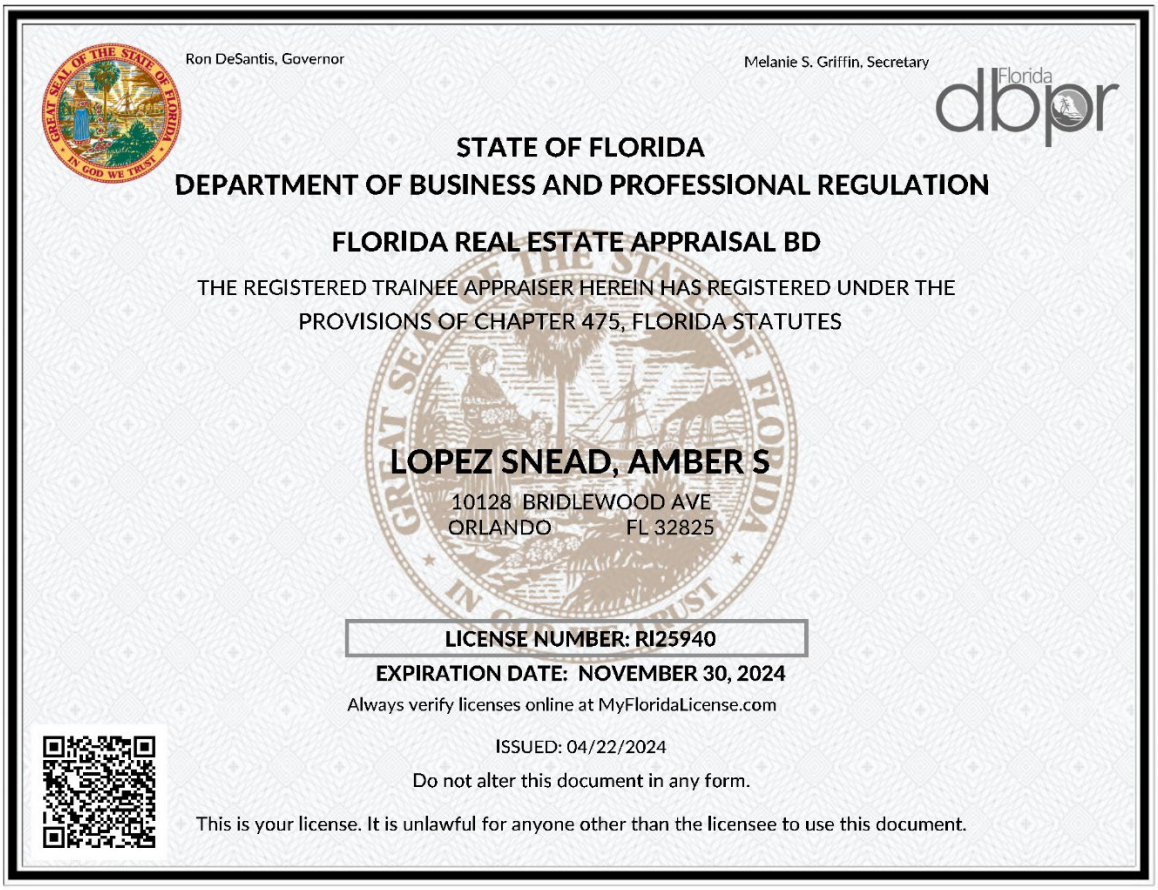


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

LOPEZ SNEAD, AMBER S

10128 BRIDLEWOOD AVE
ORLANDO FL 32825

LICENSE NUMBER: RI25940

EXPIRATION DATE: NOVEMBER 30, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 04/22/2024

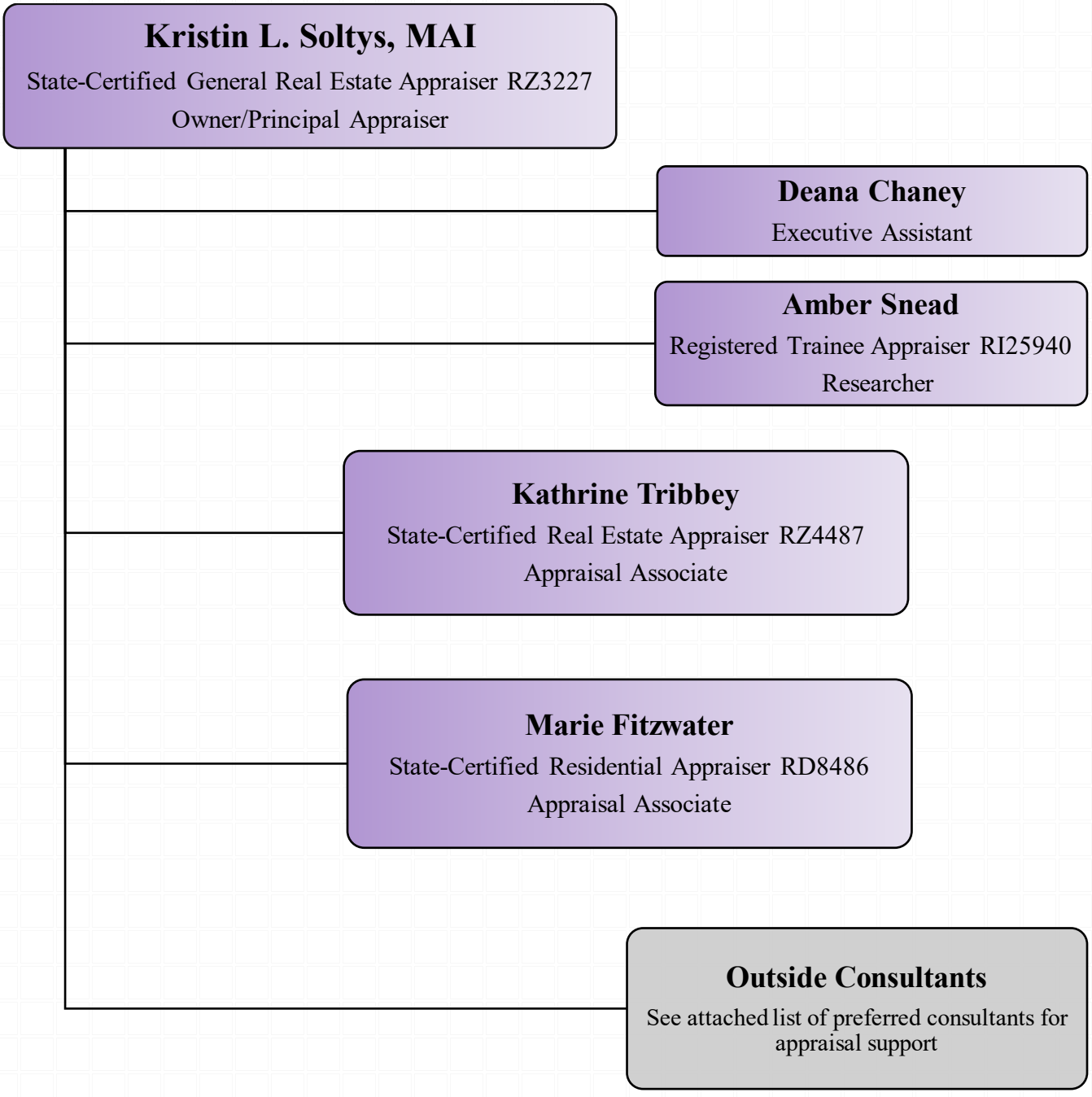
Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

D. ORGANIZATION OF TEAM

Eminent Valuations
Real Estate Appraisal & Consulting

12301 Lake Underhill Road, Suite 263
Orlando, Florida 32828



Mrs. Kristin L. Soltys **Appraisal Project Manager and Report Author**

Mrs. Soltys will handle all negotiations and direct management of appraisal staff and outside sub-consultants (if any). She will be the author of the appraisal reports and will personally inspect the subject properties and all comparable sales and rentals. She will also oversee work performed by staff. Mrs. Soltys is a State-Certified General Real Estate Appraiser in the State of Florida and a Designated Member of the Appraisal Institute.

Mrs. Kathrine Tribbey **Appraisal Associate**

Mrs. Tribbey has been an employee of Eminent Valuations since its inception. She is currently a State-Certified General Real Estate Appraiser RZ4487 in the State of Florida and has a bachelor's degree in real estate from the University of Central Florida.

To date, Mrs. Tribbey has assisted Mrs. Soltys with the successful completion of sixteen eminent domain projects involving mor than 300 individual acquisitions. Mrs. Tribbey assists Mrs. Soltys with appraisal research and report writing, verification of comparable sale and rental information, property inspections, market analysis, consultant coordination, diminution studies, creating sketches and exhibits, reviewing title work, and GIS mapping.

Ms. Marie Fitzwater **Appraisal Associate**

Ms. Fitzwater joined Eminent Valuation in January of 2019. She is currently a State-Certified Residential Appraiser in the State of Florida. She has a bachelor's degree and is experienced in the appraisal of single-family residences, condominiums, condotel units, 2-to-4-unit multifamily properties, and vacant residential land.

Ms. Fitzwater is actively pursuing certification as a general real estate appraiser and provides commercial research support in addition to internal appraisal review and quality assurance. Ms. Fitzwater also assists with report writing, diminution studies, verification of comparable data, and preparing sale and rental data sheets for eminent domain projects.

Ms. Amber Snead **Trainee/Research Assistant**

Ms. Snead started her position with Eminent Valuations in April of 2022 and has proven to be a valuable addition to the team. She is a graduate of the real estate program at Valencia College and has an inherent interest in business and real estate. She assists Mrs. Soltys with bookkeeping, contracts, insurance, purchasing, and another administrative tasks. She conducts real estate research, manages our internal database, assists with inspections, appraisal report formatting, and creating sketches, maps, and other appraisal exhibits. Ms. Snead is currently a Registered Trainee Appraiser in the State of Florida and is pursuing general certification.

Deana Chaney **Executive Assistant**

Ms. Chaney is an executive assistant to Ms. Soltys and the team. She assists with answering phones, facilitating team meetings, scheduling inspections, setting up work files, producing hard copies of appraisal reports, purchasing, and maintaining a social media presence.

PROJECT MANAGER

Eminent Valuations was established by Kristin L. Soltys, MAI in January of 2014 as a Professional Limited Liability Company (PLLC) with S-Corp status for taxation purposes. Mrs. Soltys is the Sole Member and principal appraiser of the firm. She is responsible for all decision making and is personally responsible for all the appraisal and appraisal review work prepared by Eminent Valuations. The office is in East Orange County at 12301 Lake Underhill Road, Suite 263, Orlando, Florida 32828, which is within 54 miles of the City of New Smyrna Beach City Hall. All appraisal services performed by Eminent Valuations will be conducted at this address.

Eminent Valuations is a certified and insured full-service appraisal firm that is recognized as a Minority Woman Owned Business Enterprise (MWBE) by the State of Florida Office of Supplier Diversity. The office is equipped with the latest technology, equipment, software, and subscriptions necessary to work quickly and efficiently, while maintaining accurate records and ensuring safe storage of our appraisal work products. Eminent Valuations is familiar with municipal administrative processes including those associated with purchasing, scoping appraisal assignments, providing appraisal and appraiser review services, billing procedures, and contracting.

Mrs. Soltys has over 20 years of real estate experience with a specialization in eminent domain appraisal. She obtained a Bachelor of Science Degree in Business Administration with a Major in Real Estate from the University of Central Florida in 2011, became a Designated Member of the Appraisal Institute in 2018, and has been a State-Certified General Real Estate Appraiser RZ3227 in the State of Florida since 2010.

In addition to being an MAI Designated Member of the Appraisal Institute, Mrs. Soltys has successfully passed the Litigation Professional Development Program offered by the Appraisal Institute. She has also passed the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book) course and is on the approved appraiser list for the Department of Environmental Protection (DEP). She has prepared DEP compliant appraisals for the Orange County Real Estate Management Division and the City of Kissimmee within the past three years, both of which were seeking funding grants for land acquisitions.

Since establishing Eminent Valuations, Mrs. Soltys has been awarded continuing service contracts to provide appraisal services and legal support for District 1, 2, 4, 5 and 7 of the Florida Department of Transportation, Florida's Turnpike Enterprise, the Osceola County Transportation and Transit Department, the Orange County Real Estate Management Department, Lake County Public Works, the Lake County Attorney's Office, and the Community Services Division of Seminole County Government. She has also provided appraisals for Volusia County Public Works, NASA/Kennedy Space Center, the City of Daytona Beach, the Town of Eatonville, and the City of Deltona. She was appointed as Special Magistrate by the Lake County Value Adjustment Board for the 2015 and 2016 tax years.

Prior to establishing Eminent Valuations, Mrs. Soltys was mentored by Mr. C. Lee Lobban, MAI of Diversified Property Specialists (DPS), who maintains an office in Titusville in Brevard County. During her time with DPS, Mrs. Soltys appraised property for various clients including Bank of America, SunTrust, the Department of Environmental Protection, the Orlando Utilities Commission, Volusia, Brevard, Flagler, Seminole, Lake, and Orange counties and the cities of Deltona, DeBary, Lake Helen, Palm Coast, Port Orange, New Smyrna Beach, and Daytona Beach. Mrs. Soltys has also prepared appraisals for the Sanford Orlando International Airport and the Daytona Beach Airport.

Her appraisal experience includes but is not limited to the valuation of single-family homes, condominiums, office buildings, motels, warehouses, restaurants, retail stores, marinas, churches, gas stations, environmentally sensitive lands, and outdoor advertising signs. She has appraised whole takings, partial fee acquisitions, limited access rights, utility corridors, temporary easements, and permanent easements.

Mrs. Soltys has extensive experience in the field of eminent domain/condemnation, which has afforded her the opportunity to appraise a wide variety of property types. As a skilled project manager, she has hands on experience working with a multitude of sub-consultants including engineers, land planners, fixture appraisers, surveyors, environmentalists, and general contractors.

Together with these sub-consultants, Mrs. Soltys has effectively formulated cost to cures to mitigate damages. She also has experience computing damages when a cost to cure is not possible or feasible. Mrs. Soltys has substantially contributed to front yard diminution, parking loss and noise-wall proximity studies used to establish recommended compensation.

She is responsible for project management, data book preparation, market studies and writing of appraisal reports associated with more than 32 right-of-way improvement projects consisting of over 650 individual acquisitions including whole takings, partial fee acquisitions, limited access rights, utility corridors, outdoor advertising signs, temporary easements, and permanent easements. A list of recent projects can be found in the attached qualifications of the appraiser and each project is briefly discussed in the following paragraphs.

After two years of on-the-job training and appraisal course work, Mrs. Soltys earned experience on her first right-of-way improvement project in 2003 by substantially contributing to a project data book and writing factual appraisal information for 22 appraisal reports involving the Debary Avenue roadway improvement project in the City of Deltona for Volusia County Public Works.

In 2004, she managed and successfully completed a 28-parcel eminent domain appraisal assignment for Attorney Tom Callan, representing the Orlando Utilities Commission. This project involved mostly residential vacant and improved parcels in a rural community being subject to acquisitions for a transmission line corridor in Osceola County.

A second phase with 22 additional parcels followed in 2005 with more complex issues, including: a partial fee acquisition of a retention pond, partial acquisition of common area for a subdivision and a partial acquisition of a residential-acreage tract of land with an active bald eagle's nest. At the same time, she contributed to research and factual writing for another 21-parcel eminent domain project involving SR 500 in Lake County and an 18-parcel project involving Palm Bay Road in Brevard County.

Between 2007 and 2013, Mrs. Soltys gained extensive experience with complex acquisitions and cost to cures involving a wide variety of property types through involvement in the I-4 Ultimate Improvement Project including the widening segments between Marks Street and Kennedy Boulevard, SR 435 (Kirkman Blvd) and South Orange Blossom Trail and the Grand National Drive flyover project.

Properties affected by these projects include high profile property owners such as Holy Land, Harley Davidson, the Quorum Center, Prime Outlets, Days Inn, and Universal Studios. As part of this project, full before and after appraisals were prepared for a large-scale industrial office park that suffered from parking loss and a hotel property that was being severed by the acquisition requiring a cut-and-reface as part of the cost to cure the remainder.

In 2009, Mrs. Soltys worked on her first eminent domain project for District 2 of the Florida Department of Transportation, with 66 acquisitions for the I-10 and Hammond Boulevard interchange improvement project. This project involved a combination of residential, industrial, and commercial parcels subject to a wide range of acquisitions including partial and whole fee acquisitions, limited access rights, permanent easements, and temporary easements.

In 2010, Mrs. Soltys worked together with Mr. Lobban of Diversified Property Specialists, Inc. to complete appraisals and managed sub consultants for the SR 15/Hoffer Boulevard improvement project in Orange County, which involved 20 acquisitions. This corridor had a multitude of complex acquisitions from a wide variety of property types including interim residential improvements on land zoned for commercial development, a beauty salon, several office buildings, a daycare center, a large-acreage tract of industrial land, a bank outparcel, and an outdoor advertising sign.

Following the Hoffner Boulevard project, Mrs. Soltys worked for Orange County on the Valencia College Lane improvement project by providing FDOT compliant appraisals for 79 acquisitions involving predominately single-family homes in residential subdivisions. This project included a combination of temporary construction easements, temporary demolition easements, partial fee acquisitions and whole takings. The experience of this project is significant in that it provided the opportunity for Mrs. Soltys to attend order of take meetings and hearings and a deposition on behalf of Mr. Lobban, enhancing her experience as an expert witness.

Between 2012 and 2015, Mrs. Soltys expanded her geographical competency through her involvement in the SR 35 and SR 45 improvement projects in Marion County for District 5 of the Florida Department of Transportation. Both corridors involved a combination of residential and commercial properties with several complex before and after appraisals involving partial acquisitions of properties ranging from vacant tracts of land to churches, office buildings, gas stations, and retail strip centers.

Mrs. Soltys finished 2015 with two segments of the SR 46/Wekiva Parkway project in Lake County and the 48 acquisition appraisals for the SR 20 roadway improvement project for in Putnam County for District 2. In 2016, Mrs. Soltys continued work in Lake County on the SR 429/Wekiva Parkway project for District 5, which involved 41 acquisition parcels and an expressway influence and front yard loss study.

In 2017, Mrs. Soltys expanded into District 1 and District 7 of the Florida Department of Transportation with a two-parcel project on CR 683 in Manatee County and a project in Hernando County that involved 15 acquisition parcels along SR 50 and US 301 (SR 35). The SR 50 project in Hernando County involved a combination of vacant residential and improved commercial properties including a partial acquisition from a gas-station/truck stop.

Mrs. Soltys finished 2017 with the completion of 18 acquisition parcels for Orange County's Kennedy Boulevard project as a consultant to Diversified Property Specialists, Inc. In 2018, Mrs. Soltys completed one acquisition in Bradford County for District 2 and two acquisition parcels in Marion County for District 5. She also completed several negotiation appraisals for Orange County Real Estate and Lake County Public Works and prepared an appraisal for a Bert Harris Claim for the Lake County Attorney's office.

In 2019, Mrs. Soltys completed an eleven-parcel eminent domain project that involved the realignment and improvement of the SR 100 and East End Road intersection in Putnam County for District 2. She also completed three appraisals for easement acquisitions in Marion County for District 5.

In February of 2020, Eminent Valuations was contracted by FDOT District 5 to provide appraisal reports for a 23-parcel eminent domain project in Sumter County. This project involved multiple partial acquisitions, a whole taking, and several permanent easement acquisitions from a combination of rural residential estates, agricultural land, and conservation land. This fast-track project was delivered in three submittals with a notice to proceed issued in February 2020 and all reports completed, reviewed, and approved by the Department by the end of May 2020.

Between October of 2019 and April of 2020, Eminent Valuations completed an 8-parcel acquisition project for Duke Energy as a consultant to Compass Real Estate. The project was in Lake County, Florida and involved several industrial acreage tracts, a commercial-mixed use tract improved with an apartment complex, and residential acreage that was pending development with a low-density subdivision.

In January of 2021, Eminent Valuations completed 10 appraisals for the CR 510/Wabasso Road to 85th Street improvement project in Vero Beach, Indian River County. These appraisals were completed for Victor Ramos, Deputy District Right of Way Manager – Appraisal for the Florida Department of Transportation – District 4.

In February of 2022, Eminent Valuations completed a 2-parcel round-a-bound project in Lee County for District 1 of the Florida Department of Transportation. This project included a fee acquisition and temporary easement acquisition from an 80-acre residential acreage tract that was fully entitled for residential subdivision development and a fee acquisition from a vacant commercial development tract.

Between November of 2021 and December of 2022, Eminent Valuations, PLLC was hard at work for Osceola County with the completion of 30 appraisal reports for widening of Partin Settlement Road, 60± Review Appraisal Statements (RASs) for the Simpson Road improvement project, and 22 Review Appraisal Statements for the Poinciana Boulevard project.

The scope of for the appraisal review assignments included attending inspections of subject properties and comparable sales, reviewing reports for errors and inconsistencies to ensure they were factually correct and ensuring each report followed USPAP and Osceola County Supplemental Standards. It also included preparing RASs to assist the County with establishing recommended compensation for acquisitions associated with roadway improvement projects.

In 2023, Mrs. Soltys was the appraiser of record for a 40-parcel right of way improvement project for District 5 of the Florida Department of transportation. This project involves two separate segments of the SR 40 widening and improvement project in Volusia County between Barberville and Ormond Beach. Mr. Soltys is currently preparing appraisal updates and providing litigation support for these two projects.

Also in 2023, Mr. Soltys completed a five-parcel eminent domain project for Volusia County Public Works involving a round-a-bout at the intersection of Pioneer Trail and Tomoka Farms Road in an unincorporated area of New Smyrna Beach.

Currently, Mrs. Soltys and team are pending work orders for multiple eminent domain projects throughout Central Florida. Many of the projects completed by Mrs. Soltys have involved impacts on outdoor advertising signs. Mrs. Soltys has conducted extensive research involving advertising rates for outdoor advertising signs throughout central and northeast Florida. She is familiar with the Heathrow Decision and the methodologies and techniques utilized to establish the market value of various types of advertising signs including posters, bulletins, and digital signs.

Mrs. Soltys was approved by the FDOT to attend meetings and order-of-take hearings on behalf of her mentor, C. Lee Lobban, MAI in 2007 and has 12-years of experience with pre-order of take meetings, order of take hearings, depositions, and trial preparation. She is an approved expert witness in Brevard, Marion, Hernando, Lake, Orange, Osceola, Indian River, and Volusia Counties.

KRISTIN L. SOLTYS, MAI
PROFESSIONAL QUALIFICATIONS

CONTACT INFORMATION

Owner/Principal Appraiser
Eminent Valuations, PLLC
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Office Phone: (321) 445-1767
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E-Mail: kristin@eminentvaluations.com
Web Site: www.eminentvaluations.com

GENERAL EDUCATION

University of Central Florida – Bachelor of Science in Business Administration, Real Estate, 2011
Daytona Beach Community College – Associate of Arts with Honors, Politics and Economics, 2004

APPRAISAL EDUCATION

- Licensed Residential Appraiser Course (2003)
- GIS, Graphics, FTP, & other software (2004)
- Limited Appraisals & the Scope of Work (2004)
- Does My Report Comply with USPAP? (2004)
- Residential Construction (2004)
- Basic Appraisal Principles (2005)
- Basic Appraisal Procedures (2005)
- Basic Income Capitalization (2006)
- 15 Hour National USPAP Course (2006)
- Real Estate Finance Statistics & Valuation Modeling (2007)
- Office Building Valuation Seminar (2008)
- FL Supervisor/Trainee Roles & Relationships (2010)
- FDOT Advanced Appraisal Review (2010)
- Business Practices and Ethics (2010)
- AI Webinar: Understanding the Loan Quality Initiative & Residential Collateral Data Delivery (2011)
- Advanced Highest and Best Use and Market Analysis (2012)
- Report Writing & Case Studies (2012)
- Marketability Studies: The Six-Step Processes & Basic Application (2012)
- Complex Litigation Appraisal Case Studies (2013)
- Litigation Appraising: Specialized Topics & Applications (2014)
- Advanced Concepts and Case Studies (2014)
- Advanced Income Capitalization (2014)
- Ted Whitmer's Comprehensive Review Course (2016)
- Condemnation Appraising - Principles & Applications (2016)
- General Demonstration of Knowledge – Capstone (2017)
- The Appraiser as an Expert Witness: Preparation and Testimony (2018)
- Appraisal Institute Comprehensive Examination (2018)
- FDOT Appraisal Review Course Part B (2018)
- Appraisal Institute Real Estate Forum (2018)
- Appraisal Institute Real Estate Forum (2019)
- Business Practices and Ethics (2019)
- Measure it Right – Using the ANSI-Z765-2013 Standard for Residential Properties (2020)
- Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisition "Yellow Book" (2020)
- Smart Risk Management for Appraisers (2021)
- Legal Issues for Non-Lending and Litigation Appraisal Assignments (2021)
- Excel Applications for Valuation (2022)
- FDOT Appraisal Review Course Part B (2022)
- Florida Appraisal Laws and Regulations Update (2022)
- National 7 Hour USPAP Update (2023)
- Supervisory Appraiser/Trainee Appraiser Course (2024)

PROFESSIONAL AFFILIATIONS AND CERTIFICATIONS

MAI, Appraisal Institute, 516552
State of Florida, State-Certified General Real Estate Appraiser RZ3227
Orlando Regional REALTOR ® Association (ORRA), Florida REALTORS ® (FR)
National Association of REALTORS ® (NAR), My Florida Regional Multiple Listing Service (MFRMLS)

EMPLOYMENT HISTORY

Owner/Principal Appraiser	01/2014 – Present
State-Certified General Real Estate Appraiser RZ3227	Orlando, Florida
Eminent Valuations, PLLC	
Appraisal Associate/Cert Gen RZ3227	09/2008 – 12/2013
Appraisal Associate/Cert Res RD6136	10/2006 – 08/2008
Researcher/State-Registered Trainee Appraiser RI12113	09/2002 – 10/2006
Diversified Property Specialists, Inc.	Titusville, Florida
Office Assistant/Researcher	06/2001 – 08/2001
Commercial Resource Group	Valparaiso, Indiana

APPRAISAL EXPERIENCE

Mrs. Soltys has more than 22 years of experience in real estate in the State of Florida, including 17 years as a certified real estate appraiser. Primary coverage areas include the Orlando MSA and North Brevard County for residential assignments and central, northeast, and southwest Florida for commercial and eminent domain related assignments. Her daily practice includes the research and study of market data to formulate credible opinions and conclusions as they relate to the value of real estate. It also includes writing and reviewing appraisal reports in compliance with the Uniform Standards of Professional Appraisal Practice, the Code of Ethics and Standards of Professional Practice of the Appraisal Institute, the Uniform Relocation Act, FHA/HUD, and FDOT Supplemental Standards. Areas of expertise include but are not limited to the valuation of single-family residences, condominiums, 2–4-unit residential, multi-family, office buildings, hotels/motels, convenience stores, warehouses, mini-storage facilities, restaurants, marinas, retail stores, raw land, entitled land, environmentally sensitive lands, waterfront property, interim uses, and outdoor advertising signs.

CLIENTS SERVED

Mrs. Soltys has appraised real estate for the public and private sector including brokers, attorneys, property owners, financial institutions, appraisal management companies, local municipalities, and government agencies. A partial list of clients served is as follows: The Florida Department of Transportation (Districts 1, 2, 4, 5 and 7); NASA; The Department of Environmental Protection; Bank of America; SunTrust; Osceola, Volusia, Brevard, Flagler, Seminole, Lake, and Orange Counties; the cities of Ocala, Deltona, DeBary, Lake Helen, Palm Coast, Port Orange, New Smyrna Beach, and Daytona Beach; the Seminole County Community Services Department, and the Daytona Beach International Airport.

EMINENT DOMAIN/CONDEMNATION EXPERIENCE

Mrs. Soltys has experience solving complex eminent domain/condemnation appraisal problems. She has appraised whole takings, partial fee acquisitions, limited-access rights, utility corridors, outdoor advertising signs, temporary easements, and permanent easements. She has worked hands on with engineering firms, land planners, FF & E appraisers, and general contractors to effectively formulated cost to cure scenarios to mitigate damages. She has experience with assessing damages associated with front yard diminution, parking loss, limited access acquisitions, noise-wall proximity, and highway influence. Over the past 10 years, she has been responsible for the project management, market studies and writing of appraisal reports or the review of appraisal reports associated with the following eminent domain projects:

Appraisal Projects

Client	Project ID	Road/Project	Location	Parcels	Date
FDOT 5	FM#2386931	SR 35	Marion County	28	2012
FDOT 5	FM#2424843	SR 400	Orange County	15	2013
FDOT 5	FM#2386481	SR 45	Marion County	27	2014
FDOT 2	FM#4269631	SR 9 (I-95@I-295)	Duval County	8	2014
FDOT 5	FM#2382753	SR 46 (3A)	Lake County	10	2015
FDOT 2	FM#2100245	SR 20	Putnam County	48	2015
FDOT 2	FM#4229382	SR 23	St. Johns County	9	2016
FDOT 5	FM#2382757	SR 429/SR 46	Lake County	41	2016
FDOT 5	FM#2383197	SR 19	Lake County	1	2016
FDOT 1	FM#4353691	CR 683/SR 45	Manatee County	2	2017
FDOT 7	FM#4167327	SR 50	Hernando County	15	2017
Orange Co.	C.I.P. 3096	Kennedy Blvd	Orange County	18	2017
FDOT 2	FM#4340381	SR 200	Bradford County	1	2018
FDOT 5	FM#4356602	SR 326/CR 25A	Marion County	2	2018
FDOT 5	FM#4364351	Clarcona Rd	Orange County	1	2018
Lake Co.	Roundabout	CR 455	Lake County	6	2018
FDOT 2	FM#4376291	SR 100	Putnam County	11	2019
FDOT 5	FM#4112565	SR 35/Dallas Pond	Marion County	3	2019
FDOT 5	FM#4358593	SR 50	Sumter County	23	2020
FDOT 2	FM#4458631	CR 13	St. Johns County	1	2021
FDOT 4	FM#4417701	SR 822	Broward County	7	2021
FDOT 4	FM#4056064	CR 510	Indian River County	15	2021
FDOT 5	FM#4225703	SR 50	Lake County	10	2021
FDOT 1	FM#4421232	Buckingham Rd.	Lee County	3	2022
Osceola Co.	PS-20-11504-DG	Partin Settlement Rd	Osceola County	35	2022
Volusia Co.	P-5843	Pioneer Trail	Volusia County	5	2023
FDOT 5	FM#2408361/71	SR 40	Volusia County	42	2023

Appraisal Review Projects

Osceola County	FM#4390671	KSC Connector Trail	Osceola County	7	2021
Osceola County	PS-20-11573-RJ	Simpson Road	Osceola County	83	2021
Osceola County	FM#4454151	Neptune Road	Osceola County	2	2022
Osceola County	PS-20-11504-DG	Partin Settlement Rd.	Osceola County	5	2022
Osceola County	PS-20-11503-DG	Poinciana Boulevard	Osceola County	23	2022

LITIGATION EXPERIENCE

Mrs. Soltys has experience with pre-Order of Taking meetings, Order of Taking hearings, depositions, and trial preparation and has been approved as an expert witness in Brevard, Lake, Marion, Hernando, and Orange Counties. The following is a list of eminent domain parcels in which Mrs. Soltys has provided significant legal support and/or expert testimony within the past 10 years.

Client	Project ID	Road	County	Parcel #	Service/Opposing Counsel	Year
Orange Co.	C.I.P. 5029	Valencia C. L.	Orange	1036/1036A/7036	Deposition / J. Hanratty	2012
FDOT 5	FM#2386931	SR 35	Marion	Parcel 113	OT Hearing / J. Hanratty	2015
FDOT 5	FM#2383192	SR 19	Lake	Parcel 106	OT Hearing / K. Garber	2016
FDOT 5	FM#2382753	SR 46 (3A)	Lake	Parcel 103	Deposition / C. Wilson	2017
FDOT 5	FM#2382757	SR 46 (Sec 6)	Lake	Parcel 116	OT Hearing / F. Zeigler	2017
Orange Co.	Y9-807-B1	Richard Crotty	Orange	Parcel 1015	OT Hearing/ Property Owner	2018
FDOT 7	FM#4167323	SR 50	Hernando	Parcel 121/805 Parcel 117	OT Hearing / B. Bolves Deposition / Bain/McLean OT Hearing / Bain/McLean	2018
Lake Co.	Bert Harris Claim	Sorrento	Lake	Confidential	Deposition /D. Mitchell Settled in Pre-Trial Negotiations	2018 2020
Lake Co.	Roundabout	CR 455	Lake	Franklin – AK 1509769 Nelson – AK 1663776	OT Hearing / T. Dougherty OT Hearing / G. Stoner	2018 2019
Osceola Co.	PS-20-11504-DG	CR 523	Osceola	Parcels 723, 150/750, 735 Parcels 121/721, 149/749, 732	OT Hearing/Prima Facie OT Hearing/Prima Facie	2022 2022
FDOT 1	FM#4421232	Buckingham Rd.	Lee County	Parcel 101/800	OT Hearing /Prima Facie	2023

In addition to the preceding litigation support for condemnation, Mrs. Soltys has prepared appraisals for divorce proceedings, estate settlement, and charitable donations. She has also conducted forensic analysis to establish damages for settlement of non-disclosure cases. Mrs. Soltys has served as a Special Magistrate conducting hearings for the Lake County Value Adjustment Board (2015 & 2016).

In January of 2022, Mrs. Soltys testified in a pre-trial deposition on behalf of Defendants, Joseph W. Murray II, and Janice D. Murray, Case No. 05-2014-CA-045399, Circuit Court of the Eighteenth Judicial Circuit, Brevard County as heard by Judge Paulk. In May of 2022, Mrs. Soltys provided expert testimony in a Jury Trial for the aforementioned case. This case involved an easement dispute in which the defendant filed a counterclaim for damages.

TECHNOLOGY/SOFTWARE/RESOURCES

Windows 10/11	Snag It	Site to Do Business
Microsoft Office 2016	Adobe Professional	CoStar
Delorme	Loopnet	AI - Y.T. Louise Lum Library
Deed Plotter	Stellar MLS	MapWise
Apex Sketch 7/w Photometrics	MLS Advantage	
TOTAL & Titan Analytics	Marshall & Swift	

PROFESSIONAL QUALIFICATIONS
KATHRINE G. TRIBBEY

CONTACT INFORMATION:

Appraisal Associate
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Cell Phone: (321) 299-4082
E-Mail: Katie@eminentvaluations.com
Web Site: www.eminentvaluations.com

GENERAL EDUCATION:

University of Central Florida – BSBA with Major in Real Estate, 2018
Valencia College – Associate of Science, 2013
High-Tech Institute – Associate of Applied Science, 2006
Twinsburg High School – High School Diploma, 2004

APPRAISAL EDUCATION:

- National 15 Hour USPAP Course (2015)
- Basic Appraisal Principles (2015)
- Basic Appraisal Procedures (2015)
- Law and Residential Report Writing (2015)
- National Appraising for the Supervisor & Trainee (2015)
- National 7 Hour USPAP Update (2016)
- Florida Appraisal Laws and Regulations (2016)
- AI Course: Condemnation Appraising Principles & Applications (2016)
- AI Course: Business Practices & Ethics (2017)
- AI Course: General Appraiser Sales Comparison Approach (2018)
- AI Course: General Appraiser Site Valuation & Cost Approach (2019)
- AI Course: General Appraiser Income Approach, Part 1 (2020)
- National 7 Hour USPAP Update (2022)
- Florida Appraisal Laws and Regulations (2022)
- General Appraiser Market Analysis Highest and Best Use (2022)
- Statistics, Modeling, and Finance (2022)
- General Report Writing & Case Studies (2022)
- General Appraiser Income Approach (2022)
- National 7 Hour USPAP Update (2023)
- FDOT Appraisal Laws & Rules (2023)
- FDOT Appraisal Review B (2023)

EMPLOYMENT HISTORY:

12/2023 – Present	State Certified General Real Estate Appraiser RZ4487, Eminent Valuations, PLLC
03/2015 – 12/2023	State-Registered Trainee Appraiser RI24061, Eminent Valuations, PLLC
01/2014 – 03/2015	Research Assistant and Office Manager, Eminent Valuations, PLLC
03/2013 – 12/2013	Personal Assistant and Volunteer Researcher to Kristin Soltys

APPRAISAL EXPERIENCE:

Mrs. Tribbey was a personal assistant and volunteer researcher to Mrs. Kristin Soltys for 8 months prior to becoming a research assistant and office manager for Eminent Valuations, PLLC. She currently holds an Associates of Science, an Associates of Applied Science, and a Bachelor of Science in Business Administration with a Major in Real Estate, which she received in 2018 through the University of Central Florida. As a State-Registered Trainee Appraiser, Mrs. Tribbey assisted with public record research, inspections, sketches, data entry, report production, administrative review, scheduling, bookkeeping, and writing of the appraisal reports. To date, Mrs. Tribbey has assisted with the successful completion of twenty-two eminent domain projects involving approximately 302+ acquisitions not including companion parcels. Mrs. Tribbey has also completed multiple residential appraisal assignments (G-Par Form) for the Seminole County Community Service Department.

OFFICE SKILLS:

Mrs. Tribbey holds over 22 years of experience with consumer relations, data entry, general office work, answering telephones, scheduling appointments, verifying insurance, minor bookkeeping, and assisting in multiple areas including medical, personal, and office administration.

TECHNOLOGY/SOFTWARE:

Stellar – Multiple Listing Services, MLS Advantage, LoopNet, CoStar, various County GIS Mapping Systems, Delorme Maps, Deed Plotter, Apex Sketch, Snag It, Microsoft Word, MapWise, Total by A La Mode, Titan Analytics, Microsoft Excel, Microsoft PowerPoint, Adobe Professional, Windows, and Mac.

PROFESSIONAL AFFILIATIONS:

State-Certified General Real Estate Appraiser RZ4487
State of Florida Notary Public #GG 222315

PROFESSIONAL QUALIFICATIONS
MARIE FITZWATER

BUSINESS ADDRESS:

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E-Mail: Marie@eminentvaluations.com
Web Site: www.eminentvaluations.com

GENERAL EDUCATION:

Eastern Florida State College – Bachelor of Applied Science in Business Organization, 2018
Brevard Community College – Associate in Arts, 2010
Astronaut High School – High School Diploma, 2006

APPRAISAL EDUCATION:

- 15 Hr. National USPAP Update (2015)
- Basic Appraisal Procedures (2015)
- Basic Appraisal Principles (2015)
- 7-Hour Equivalent USPAP Update Course
- 25 Hr Florida Appraisal Law (2017)
- National Appraising for the Supervisor & Trainee (2018)
- Methodology and Application of Sales Comparison Approach (2018)
- Better to be Safe Than Sorry (2018)
- Property and Valuation Analysis for FHA (2018)
- Florida Real Estate Appraisal Laws & Rules (2020)
- Residential Appraiser Site Valuations and Cost Approach (2020)
- Residential Report Writing and Case Studies (2020)
- Residential Market Analysis and Highest and Best Use (2020)
- Residential Sales Comparison and Income Approaches (2020)
- Statistics, Modeling, and Finance (2021)
- Advanced Residential Applications and Case Studies (2021)
- FDOT Appraisal Review Course (2022)
- FDOT Appraisal Review B Course (2024)

EMPLOYMENT HISTORY:

07/2021 – Present	State-Certified Residential Real Estate Appraiser RD8486, Eminent Valuations, PLLC
03/2013 – Present	State-Registered Real Estate Sales Associate SL3271018, Mutter R.E. Group
01/2019 – 06/2021	State-Registered Trainee Appraiser RI24398, Eminent Valuations, PLLC
01/2018 – 11/2018	State-Registered Trainee Appraiser RI24398, Connor Values, PLLC
03/2014 – 01/2018	Data Entry, Connor Values, PLLC

APPRAISAL EXPERIENCE:

Ms. Fitzwater performed data entry for Connor Values Appraisals for 4 years prior to becoming a registered trainee. She trained with Connor Values for 1 year before becoming a trainee with Eminent Valuations, PLLC and is now a State-Certified Residential Appraiser in the State of Florida. She graduated with honors from Eastern Florida State College with a Bachelor of Applied Science in Business Organization.

Ms. Fitzwater has experience with residential, multifamily, and non-residential appraisal assignments and has worked with a wide range of clientele including banks, appraisal management companies, attorneys, government agencies, real estate professionals, investors, and individual property owners. She has completed appraisal reports for use in establishing a listing price, purchase negotiations, lending, divorce, probate, and non-disclosure settlements.

Ms. Fitzwater is well versed in the appraisal guidelines for the Uniform Appraisal Dataset (UAD), Federal Housing Authority (FHA), Veteran Affairs (VA), and the Uniform Relocation Act (URA). Ms. Fitzwater is also an experienced review appraiser with an in depth understanding of the Uniform Standards of Professional Appraisal Practice (USPAP).

Ms. Fitzwater has extensive experience with paired sales analysis, extracting rent multipliers, measuring, and sketching properties, regression analysis, and market analysis.

TECHNOLOGY/SOFTWARE:

Stellar Multiple Listing Services, MLS Advantage, Flex MLS, CoStar, LoopNet, various county GIS Mapping Systems, TOTAL, TOTAL Sketch, Clickforms, Snag It, Edge, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe Professional, and Windows.

PROFESSIONAL AFFILIATIONS:

Member of the National Association of Realtors
Member of the Space Coast FLEXMLS

PROFESSIONAL QUALIFICATIONS
AMBER SNEAD

BUSINESS ADDRESS:
Eminent Valuations
12301 Lake Underhill Road, Suite 263
Orlando, Florida 32828

Office Phone: (321) 445-1767
Cell Phone: (407) 591-0908
E-Mail: Amber@eminentvaluations.com
Web Site: www.eminentvaluations.com

GENERAL EDUCATION:
Valencia College – Bachelor of Applied Science in Business Administration, 2022
Colonial High School – High School Diploma, 2019

APPRAISAL EDUCATION:
- 15 Hr. National USPAP Update (2023)
- Basic Appraisal Procedures (2023)
- Basic Appraisal Principles (2023)
- 25 Hr Florida Appraisal Law (2023)
- Supervisor/Trainee Course for FL (2023)
- FL Trainee Appraiser Subject Matter Electives (2023)
- General Appraiser Market Analysis Highest and Best Use (2024)
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EMPLOYMENT HISTORY:

04/2024 – Present	State-Registered Trainee Appraiser RI25940, Eminent Valuations, PLLC
04/2022 – 03/2024	Bookkeeper/Researcher, Eminent Valuations, PLLC

APPRAISAL EXPERIENCE:
Ms. Snead performed data entry, bookkeeping, and research support for Eminent Valuations for 2 years prior to becoming a registered trainee. She graduated with from Valencia College with a Bachelor of Applied Science in Business Administration with a minor in real estate.

Ms. Snead is new to the appraisal field. She has completed all the required classes to become a State-Registered Trainee Appraiser and is actively working toward becoming a State-Certified General Real Estate Appraiser. She is gaining knowledge of real estate and appraisal experience by conducting research and attending appraisal inspections. Since starting work as an appraisal trainee, she has gained experience in public record research, verification of zoning and future-land-use designations, defining neighborhood characteristics, creating map exhibits, collecting topographical information, and verifying comparable sale data.

TECHNOLOGY/SOFTWARE:
Ms. Snead is skilled in customer relations, scheduling, answering telephones and emails, data entry, troubleshooting, record keeping, bookkeeping, general office work, assisting appraisal workflow, various county GIS Mapping Systems, TOTAL Sketch, Snag It, Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Adobe Professional, and Windows.

PROFESSIONAL AFFILIATIONS:
State-Registered Trainee Appraiser RI25940

PREFERRED NON-APPRAISAL CONSULTANTS

All of the below consultants have worked with Eminent Valuations on right of way projects throughout the state of Florida and are on the approved vendor list for the Florida Department of Transportation. Each consultant has at least 5 years of experience in their field of expertise with many having multiple decades worth of experience.

Firm Name	**Representative**	**Service Provided**	**Location**
RATEC Engineering, Inc	Randy Toth	Engineering	Tampa
Southeast Engineering Group	Matt Phillips	Engineering	Jacksonville
Kelly, Collins, & Gentry, Inc.	Hal Collins Scott Stuart	Engineering & Land Planning	Orlando
GAI Consultants, Inc.	Greg Platt, Joseph Lek, a DJ Silverberg	Engineering, Land Planning, Environmental	Orlando
A.I.C.P. Planning Consultant, Inc.	Ellen Hardgrove (DBE)	Land Planning	Orlando
England-Thims & Miller, Inc.	Doug Kelly	Land Planning	Orlando
Intracoastal Builders, Inc.	Matt Reimer	General Contractor	Jacksonville
Gen-Con, Inc.	Edward Herrin	General Contractor	Lakeland
Gulf Atlantic Consultants, Inc.	Regan Coddington	Furniture, Fixture & Equipment Appraiser	Tampa
Fred LaDue & Associates, Inc.	Fred LaDue	Furniture, Fixture & Equipment Appraiser	Bradenton
R & M Logging, Inc.	Ricky Hodges	Timber Expert	Hillard
Carter Environmental Services	Ryan Carter	Environmental	St. Augustine
Surveying & Mapping, LLC	John Thomas	Surveyor	Jacksonville/Tampa
Expert Tree Consultants	Joseph Samnik	Agricultural Expert & Forensic Arborist	Palm Harbor
Stan DeFreitas “Mr. Greenthumb”	Stan DeFreitas	Certified Arborist, Expert Witness, & Horticulturist	St. Petersburg

E. TEAM MANAGEMENT

Mrs. Soltys and staff are fully committed to providing quality appraisal and consulting services to ensure a long-term working relationship with the City of New Smyrna Beach. Quality assurance is achieved through best management practices. The time and effort necessary for proper quality control must be provided for throughout the duration of the appraisal process. We believe the essential components of quality assurance are Planning, Execution, Review & Delivery, and Continued Support.

Mrs. Soltys will be responsible for developing a project management plan at the very start of the project to ensure lines of communication are open and any potential valuation issues are identified in a timely manner. An Appraisal Scope Matrix will be prepared that details the scope of work for the assignment (on a parcel-by-parcel basis), the consultant-report due dates (if any), inspection dates, and appraisal due dates along with any other pertinent project information relating to attorney representation, title work, easements, determinations of parent tracts, and the likes. This spreadsheet will be updated and distributed as necessary throughout the course of the project.

Today's business environment is fast paced and high tech. Eminent Valuations prides itself on operating with the latest technologies and resources available to the appraisal profession, which helps to increase productivity and reduce errors. The office has five dual monitor workstations and an additional company laptop and tablet for field research. Additional equipment includes two all-in-one inkjet printers and a separate LaserJet printer for high quality report production.

An internal network connects the computers and printers and is instantaneously synced and backed up to a cloud storage system (Dropbox) ensuring there is no data loss and allowing easy file sharing. Each computer is outfitted with Microsoft Office 365, Real Wired commercial appraisal software (Edge/Data Comp), Adobe Professional, SnagIt, Apex sketching software, Deed Plotter, Total by a la mode, Inc. residential appraisal software, Irfan View image control and downsizing software, and several different web browsers preloaded with integral internet links keeping important and frequently used websites at our fingertips.

Eminent Valuations maintains a subscription to Stellar multiple listing service (MLS), MLS Advantage, the Site to Do Business, MapWise, CoStar, and Loopnet.com, which provide current listings, historic sales, and market trends for residential, commercial, industrial, and special use properties throughout the entire State of Florida.

As the project manager, Mrs. Soltys is responsible for maintaining a proper workflow throughout the course of the project and assigning tasks to the staff and sub-consultants utilizing them to their maximum potential.

The success of any given project or assignment is hinged on the ability of the appraiser, the client, and the sub-consultants to communicate with one another openly and effectively. This starts prior to bidding on an assignment and continues through the end of the project.

Staying in constant communication has been made easier by technology; however, it remains important to have occasional in-person meetings to become familiar with all those involved in the project and build relationships with one another. Strong relationships increase accountability and keep lines of communication open.

Mrs. Soltys makes it a point to confer with all sub-consultants prior to inspections and prior to receiving draft reports to make sure everyone is on the same track toward completion. Mrs. Soltys will contact the sub-consultants after reviewing the draft and after receiving the final reports to confirm she has correctly interpreted their sketches, reports, cost estimates, and other findings.

Quality assurance review must be implemented throughout the course of the project and can be employed using various techniques and mile markers. Intentional review redundancy is a key factor to ensuring the project runs smoothly without substantial errors or omissions on behalf of the appraiser, the appraiser's staff, or the sub-consultants. It is important to have status meetings with the sub-consultants, obtain draft copies of reports for preliminary review, and complete reports ahead of deadlines to allow sufficient time for amendments if needed. After the staff completes an internal review, Mrs. Soltys will again read the reports; double checking facts, ensure compliance with USPAP and any client specific appraisal standards, check for inconsistencies, and/or embellishing on important topics.

Upon completion of the appraisal reports, Mrs. Soltys will remain available for consulting, appraisal updates, and legal support as needed. Mrs. Soltys and staff feel Quality Assurance is an ongoing and ever-changing process, to be remolded and updated over time as the policies and procedures of the client and Eminent Valuations evolve. Mrs. Soltys as the owner and principal appraiser for Eminent Valuations and her staff will provide a timely, dependable, and high-quality appraisal product. See the enclosed Project Approach for additional details.

F. EXPERIENCE

Project Name	Corbin Building Site
Owner Name:	777 Main, LLC
Contact Information:	Reed Berger, Redevelopment Director City of Daytona Beach 301 S. Ridgewood Avenue Daytona Beach, FL 32115-2451 (386) 671-8180 / bergerreed@codb.us
Brief Description of Work:	Prepared appraisal of improved commercial property for purchase negotiations.
Key Personnel:	Kristin Soltys & Kathrine Tribbey
Project Status:	Complete

Project Name:	Hilton Remote Parking Lot
Owner Name:	City of Daytona BCH LSD TO
Contact Information:	Reed Berger, Redevelopment Director City of Daytona Beach 301 S. Ridgewood Avenue Daytona Beach, FL 32115-2451 (386) 671-8180 / bergerreed@codb.us
Brief Description of Work	Prepared an appraisal report of a vacant tract of commercial land being utilized as a interim parking lot for purchase negotiations.
Key Personnel:	Kristin Soltys & Kathrine Tribbey
Project Status:	Complete

Project Name:	Tract G – N. Brickell Drive – Residential Stormwater Area
Owner Name:	Timothy & Noelle Hall
Contact Information:	Phyllis A. Wallace Project Administrator City of Deltona 255 Enterprise Road Deltona, Florida 32725
Brief Description of Work	Prepared an appraisal report of a vacant residential lot for purchase negotiations.
Key Personnel:	Kristin Soltys & Marie Fitzwater
Project Status:	Complete

Project Name:	SR 40 (SR 11 to Cone Road)
Owner Name:	Multiple
Contact Information:	Michael McPhail District Right of Way Manger Florida Department of Transportation, District 5 719 S. Woodland Boulevard – MS 551 Deland, FL 32720-6834 (386) 943-5071 michael.mcphail@dot.state.fl.us
Brief Description of Work:	Prepared multiple negotiation appraisal reports for eminent domain/condemnation.
Key Personnel:	Kristin Soltys and Kathrine Tribbey
Project Status:	Complete

Project Name:	SR 40(SR 15 to SR 11)
Owner Name:	Multiple
Contact Information:	Michael McPhail District Right of Way Manger Florida Department of Transportation, District 5 719 S. Woodland Boulevard – MS 551 Deland, FL 32720-6834 (386) 943-5071 michael.mcphail@dot.state.fl.us
Brief Description of Work:	Prepared multiple negotiation appraisal reports for eminent domain/condemnation.
Key Personnel:	Kristin Soltys and Kathrine Tribbey
Project Status:	Complete

Project Name:	Pioneer Trail at Tomoka Farms Road Round-a-bout project
Owner Name:	Multiple
Contact Information:	Shannon Minchew Right of Way Manager Volusia County Public Works Department Engineering Division 123 West Indiana Avenue, 4th Floor Deland, FL 32720 (386) 736-5967-12236
Brief Description of Work	Prepared multiple negotiation appraisal reports for eminent domain/condemnation.
Key Personnel:	Kristin Soltys and Marie Fitzwater
Project Status:	Complete

G. PROJECT APPROACH

A brief description of the project approach taken by Eminent Valuations in the first month of being awarded a right of way appraisal project, is as follows:

Week 1:

- Receive purchase order from the client and confirm acceptance of the assignment and due date.
- The executive assistant will assign the project a job number and set up the digital work file.
- Appraisal staff will start preliminary research on the subject property as follows:
  - Pull data sheet and plat of record from Property Appraisers website and/or MapWise.
  - Download building sketch, maps, and aerial photographs from available GIS sources.
  - Review last deed of record and any easements from Clerk of Courts website.
  - Research flood zone, wetland, and soil class data for the subject and save maps to the file.
  - Research zoning and future-land use designations and regulations.
  - Review sale and listing history of subject property on Stellar MLS or CoStar, if any.
  - Generate a market-conditions report from Stellar MLS and/or CoStar.
- A parcel-by-parcel team meeting will be held with staff and consultants.
- Mrs. Soltys will review the files and study the available data for each parcel to determine the parent tract and which of the three traditional approaches to value (Sales Comparison, Income, and/or Cost Approach) are appropriate for the valuation and the corresponding research will commence.
- Once familiar with the project Mrs. Soltys will utilize MapWise, the MLS, CoStar, and the Property Appraisers website to canvas the neighborhood for recent comparable sales and/or rentals. Each comparable property selected for direct comparison will be researched by staff as outlined above for the subject properties.
- The executive assistant will contact the client, acquisition agent, property owner and/or the property owners' legal representative by mail and/or telephone to schedule a site visit.
- Appraisal staff will start preparing a base appraisal report template for the project, to be reviewed and edited by Mrs. Soltys before individual report writing begins.

Week 2:

- Mrs. Soltys and appraisal staff will conduct formal property inspections to the extend necessary to produce credible assignment results. The inspection will include:
  - Driving the neighborhood and noting any comparable listings and/or externalities.
  - Taking photographs of the neighborhood and the parent tracts and acquisition parcels including the site improvements, the exterior of any buildings, the interior of buildings (if applicable), and renovations or deferred maintenance (if any).
  - Measuring the exterior of building structures (if not surveyed).
  - Discuss the property details with a property representative and request information regarding recent upgrades/repairs made to the property and special features.
- Download, review, and organize photographs and field notes.
- Review all potential comparable sales and/or rentals and select those that are best suited for direct comparison. The selected comparable are then inspected and photographed from their available road frontage. The appraiser and staff will make every effort to verbally verify the details of the comparable with a party related to the transaction such as a broker, listing agent, buyer, or seller.

Week 3:

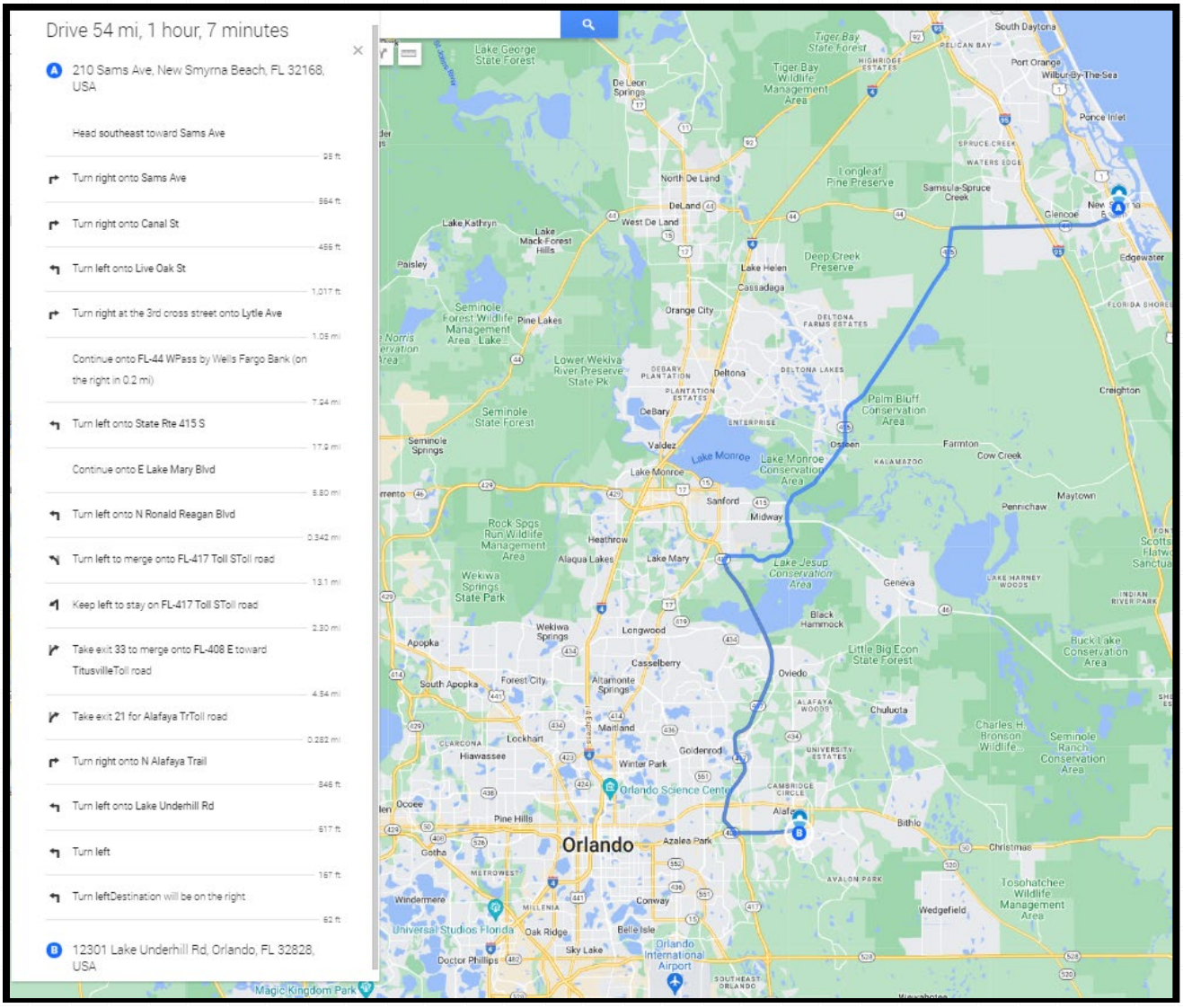
- Data gathered from the site visit is entered into the report template by the appraisal staff.
- The highest and best use, market conditions report, valuation, reconciliation, and final value conclusion are written by Mrs. Soltys.
- The building and site sketches and all other maps, photos, and exhibits will be prepared by the appraisal staff are reviewed by Mrs. Soltys and incorporated into the appraisal.
- If the cost approach has been deemed an appropriate method of valuation for the property appraised, the appraiser will consult the Marshall & Swift Cost book and review the appropriate cost sections for the property at hand. She will also contact local general contractors to obtain market information relating to recent cost projects for similar property types.
    - Another sale search will be completed to find vacant land sales in the subject neighborhood for use in establishing the underlying land value of the subject property for the cost approach.
    - The market will be canvased for recent construction projects involving properties like the subject to extract an adjustment for entrepreneurial incentive.
- The comparable sales and comparable rentals will be compared with the subject and all applicable adjustments will be made utilizing Microsoft Excel.
- Paired sale research and regression analysis is performed to support adjustments when possible/necessary.
- Once the appropriate approaches to value are finalized, Mrs. Soltys will reconcile to a final value conclusion for the subject property.

Week 4:

- The completed appraisal will go through an internal review, which will involve checking the report for any typographical errors and inconsistencies, double-checking mathematical equations, and ensuring all necessary and relevant exhibits have been included in the appraisal.
- The report will be delivered to the client in the preferred format (digital or hard copy) for review.
- Mrs. Soltys will make herself available to the client to answer any questions and/or make any necessary revisions to the final appraisal report.

H. TEAMS LOCATION

As demonstrated in the below map exhibit, the office of Eminent Valuations, which is at 12301 Lake Underhill Road, Suite 263, Orlando, Florida 32828, is 54 miles southwest of the City of New Smyrna Beach City Hall, at 210 Sams Avenue, New Smyrna Beach, 32168.



I. REFERENCES

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:		
Project Name: Partin Settlement Road		
Type of Project/Service: A multi-parcel right-of-way improvement project.		
Address: 1 Courthouse Square, Suite 3100, Kissimmee, Florida 34741		
Contracting Agency/Client: Osceola County Board of County Commissioners Transportation and Transit		
Contact Name and Phone #: Mr. David A. Shontz Esq. Shutts & Bowen, LLP (407) 835-6722		
Contact Email Address and Fax #: DShontz@shutts.com		
Contract Amount: $389,158.87	Start Date: 11/17/2021	End Date: 12/15/2022
Project #2:		
Project Name: CR 510/Wabasso 85th Street		
Type of Project/Service: A multi-parcel right-of-way improvement project.		
Address: 3400 West Commercial Boulevard, Fort Lauderdale, FLorida 33309		
Contracting Agency/Client: Department of Transportation District 4 Right-of- Way		
Contact Name and Phone #: Steve Fisher (954) 777-4246		
Contact Email Address and Fax #: Stephen.Fisher@dot.state.fl.us (954) 777-4261		
Contract Amount: $238,057.50	Start Date: 01/05/2020	End Date: 04/01/2024
Project #3:		
Project Name: SR 40 (SR 15 to SR 11)		
Type of Project/Service: A multi-parcel right-of-way improvement project.		
Address: 719 S. Woodland Boulevard, Deland, Florida 32720		
Contracting Agency/Client: Department of Transportation District 5 Right-of-Way		
Contact Name and Phone #: Michael McPhail (386) 943-5071		
Contact Email Address and Fax #: michael.mcphail@dot.state.fl.us		
Contract Amount: $381,965.00	Start Date: 10/17/2022	End Date: 06/20/2023

Project #4:				
Project Name: Green Place				
Type of Project/Service: Negotiation appraisals for extension of an existing ecological corridor.				
Address: 400 E. South Street, 5th Floor, Orlando, FL 32801				
Contracting Agency/Client: Orange County Real Estate Management Division				
Contact Name and Phone #: Christopher Langston (407) 836-7087				
Contact Email Address and Fax #: Christopher.Langton@ocfl.net				
Contract Amount: $70,050	Start Date: 02/07/2022		End Date: 04/30/2024	
Project #5:				
Project Name: Pioneer Trail				
Type of Project/Service: Negotiation appraisals for construction of a round-about and associated roadway infrastructure.				
Address: 123 West Indiana Avenue, STE 301, DeLand, FL 32720				
Contracting Agency/Client: Volusia County Public Works Department				
Contact Name and Phone #: Shannon Minchew (386) 736-5967-12236				
Contact Email Address and Fax #: SMinchew@volusia.org				
Contract Amount: $57,075.41	Start Date: 05/02/2023		End Date: 08/28/2023	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

J. ACCEPTANCE OF CONDITION

I accept the general terms and conditions of this RFQ, and insurance requirements or any other requirements listed in the RFQ.

K. CITY REQUIRED FORMS

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-26-24-PLAN described as:

Property Appraisal Services.

Eminent Valuations
Firm

07/16/2024
Date

Owner/Principal Appraiser
Authorized Signature and Title

Kristin Soltys Owner/Principal Appraiser
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.

Kristin Soltys

Authorized Signature

Date: 07/16/2024

Kristin Soltys Owner/Principal Appraiser

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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.

Kristin Soltys Owner/Principal Appraiser
Authorized Signature and Title

Date: 07/16/2024

Kristin Soltys Owner/Principal Appraiser
Print Name and Title

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.

Kristin Soltys, Eminent Valuations

PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Owner/Principal Appraiser

OFFICER TITLE

07/16/2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFQ-26-24-PLAN
BID TITLE:	Property Appraisal Services

Respondent Information	
Company Name: Eminent Valuations	Federal Employer Identification Number or SS Number: 46 - 4503024 DUN Number: 07932287
Mailing Address 12301 Lake Underhill Road, STE 263	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Orlando, FL 32828	Incorporated in the State of: Florida
Corporate Address: Same	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. (321) 445 - 1767	State of Florida Department of State Certificate of Authority Document No: L14000002118
Email Address: kristin@eminentvaluations.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Kristin Soltys — 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.

Kristin Soltys
Authorized Signature

Kristin Soltys
Printed Name

Title: Owner/Principal Appraiser

Date: 07/16/2024

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: 07/16/2024

VENDOR NAME: Kristin Soltys

VENDOR DBA: Eminent Valuations, PLLC

PRODUCT/SERVICE PROVIDED: Property Appraisal Services

DEPARTMENT:

PREPARED BY: Kristin Soltys

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
12301 Lake Underhill Road	12301 Lake Underhill Road	12301 Lake Underhill Road
ADDRESS	ADDRESS	ADDRESS
STE 263	STE 263	STE 263
Orlando, FL	Orlando, FL	Orlando, FL
CITY/STATE	CITY/STATE	CITY/STATE
32828	32828	32828
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Kristin Soltys

E-MAIL: kristin@eminentvaluations.com

OFFICE PHONE: (321) 445 - 1767

FAX: N/A

MOBILE PHONE: (321) 947 - 8561

FEDERAL TAX ID#: 46 - 4503024

DUNS Number: 07322837

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.)

Eminent Valuations, PLLC

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)

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.

12301 Lake Underhill Road, STE 263

Requester's name and address (optional)

6 City, state, and ZIP code

Orlando, FL 32828

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

4	6	-	4	5	0	3	0	2	4

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** Kristen Sottile | **Date** 7/18/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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: Eminent Valuations, PLLC

FEIN: 46 - 4503024

Authorized Representative Name and Title: Kristin Soltys Owner/Principal Appraiser

Address: 12301 Lake Underhill Road

City: Orlando State: Florida Zip: 32828

Phone Number: (321) 445 - 1767 Email Address: kristin@eminentvaluations.com

Certified By: Kristin Soltys Owner/Principal Appraiser,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Kristin Soltys

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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) PLLC
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	12301 Lake Underhill Road, STE 263 Orlando, FL 32828	
Federal I.D. Number	46 - 4503024	

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: Kristin Soltys

Mailing Address: 12301 Lake Underhill Road, STE 263, Orlando, FL 32828

Telephone Number: (321) 445 - 1767 Fax Number: N/A E-mail Address: kristin@eminentvaluations.com

Kristin Soltys — Kristin Soltys — 46 - 4503024

Authorized Signature — Printed Name — FEIN

Owner/Principal Appraiser — 07/16/2024

Title — Date

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.

Kristin Soltys Owner/Principal Appraiser Date: 07/16/2024
Authorized Signature and Title

Kristin Soltys Owner/Principal Appraiser
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	Ellen Hardgrove, A.I.C.P Planning Consultant, Inc.		
City, State:	Orlando, FLorida		
Description of Work:	Land Planning		
Percent of Contract Price:	+ 5%	*Previous Experience Together:*	☒ Yes ☐ No

Subcontractor 2:			
Name:	Matt Reimer, Intracoastal Builders, Inc.		
City, State:	Jacksonville, Florida		
Description of Work:	General Contractor		
Percent of Contract Price:	+ 5%	*Previous Experience Together:*	☒ Yes ☐ No

Subcontractor 3:			
Name:	Randy Toth, RATEC Engineering, Inc		
City, State:	Tampa, Florida		
Description of Work:	Engineering		
Percent of Contract Price:	+ 5%	*Previous Experience Together:*	☒ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/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 Kristin Soltys Owner/Principal Appraiser
(Print Individual's Name and Title)
for Eminent Valuations
(Print Name of Entity Submitting Sworn Statement)
whose business is Property Appraisal Services

and (if applicable) its Federal Employer Identification Number (FEIN) is 46 - 4503024

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.

Kristin Sottile
(Signature)

Sworn and subscribed before me this 16th day of July 18 2024

Personally known x Amber Snead

OR produced identification _____

_____
(Type of Identification)

A
(Notary)

NOTARY PUBLIC STATE OF FLORIDA
AMBER SNEAD
Commission # HH 356597
Expires January 31, 2027

Notary Public State of Florida

My commission expires: 1/31/2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Orange

Kristin Soltys, being first duly sworn, deposes and says that:

He/she is Owner/Principal Appraiser of Eminent Valuations, 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.

Kristin Soltys
Signed

Owner/Principal Appraiser
Title

Subscribed and sworn to before me this 16th day of July, 2024.

NOTARY PUBLIC STATE OF FLORIDA
AMBER SNEAD
Commission # HH 356597
Expires January 31, 2027
Title

My Commission Expires: 1/31/2027

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: Kristin Soltys

Consultant E-Verify Registration Number: 1663725

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: Kristin Soltys

Print Name: Kristin Soltys

Sworn to and subscribed before me, by (x) physical presence or ( ) remote audio-visual means, this

16th Day of July, 2024. She/He is personally known to me or has produced

_____ As identification.

Notary Public

AMBER SNEAD
Commission # HH 356597
Expires January 31, 2027

My commission expires: 1/31/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Orlando

Before me, the undersigned authority, personally appeared Kristin Soltys

who was duly sworn, deposes, and states:

1. I am the Owner/Principal Appraiser of Eminent Valuations with a local office in Orlando, Florida (City & State) and principal office in Orlando, 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 26-24-PLAN, Property Appraisal 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.

Kristin Soltys	Owner/Principal Appraiser
Typed Name	Title
Kristin Soltys	07/16/2024
Signed	Dated

Sworn to and subscribed before me this 16th day of July 2023, 2024

Personally known x OR produced identification ____. Identification type:

Notary Public: State of Florida County of Orange

Amber Snead
Printed, typed, or stamped commissioned name of notary public

My commission expires: 1/31/2027

NOTARY PUBLIC STATE OF FLORIDA

AMBER SNEAD
Commission # HH 356597
Expires January 31, 2027

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Kristin Soltys Proposer Signature: Kristin Soltys

Eminent Valuations, PLLC

Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): Kristin Soltys Proposer Signature: Kristin Soltys

Eminent Valuations, pLLC

Firm Name (Please Print)

Pomeroy Appraisal Associates of Florida Inc.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Pomeroy Appraisal Associates of Florida Inc.,** duly authorized to conduct business in the State of Florida and whose address is **600 N. Ridgewood Ave, Suite A, Edgewater, Florida 32132**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Pomeroy Appraisal Associates of Florida Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

POMEROY PA APPRAISAL ASSOCIATES OF FLORIDA, INC.
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

ORIGINAL

PROPOSAL

PROPERTY APPRAISAL SERVICES

RFP 26-24-PLAN

PRESENTED TO:

City of New Smyrna Beach

Janet Vivian, NIGP-CPP, CPPB, CPCP
Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

PREPARED BY:

RONALD S. CROUSE, ASA, CRA, IFAS
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ 670

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

July 23, 2024

Potential Conflict of Interest

Pomeroy Appraisal Associates of FL Inc or any of its employes have any conflict of intrest

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

June 17, 2024

Janet Vivian, NIGP-CPP, CPPB, CPCP
Purchasing Agent
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RE: **Property Appraisal Services**

Dear Ms. Vivian,

Pomeroy Appraisal Associates of Florida, Inc. is aware that The City of New Smyrna Beach desires to contract with a competent and qualified consultant who is highly experienced in the field of real estate appraisal related to various types of properties.

Pomeroy Appraisal Associates of Florida, Inc. is an Edgewater, Florida, based firm specializing in real estate appraisal and counseling and was established in 1984. The firm offers its services to business, industry, banks, governmental bodies, as well as individuals throughout the State of Florida and the southeastern part of the country.

We have been in the business of assisting Municipal and Governmental bodies in the acquisition of real estate for many years. Our experience ranges from the most common vacant and improved residential properties to all types of commercial and industrial, agricultural, citrus groves and all types of special purpose improved sites.

Our firm is proud of its record regarding completion of all assignments in a timely and professional manner.

We have the technology and our staff the expertise, to provide any requirements that the City might have for the way appraisals are done and delivered, be it printed copies or digital submissions.

We believe that our firm is capable of providing the type of service being sought by the City of New Smyrna Beach.

The following person is authorized to make representation for the proposer.

Ronald S. Crouse, ASA, CRA, IFAS, President
E-mail: ron@paafl.com

Pomeroy Appraisal Associates of Florida, Inc.
600 North Ridgewood Avenue, Suite A
Edgewater, FL 32132
Phone: (386) 423-5110
Fax: (386) 423-3066

The proposer shall accept any awards made as a result of said submission of the terms contained therein.

Thank you for your consideration of this material and we look forward to providing quality appraisal services to the City of New Smyrna Beach.

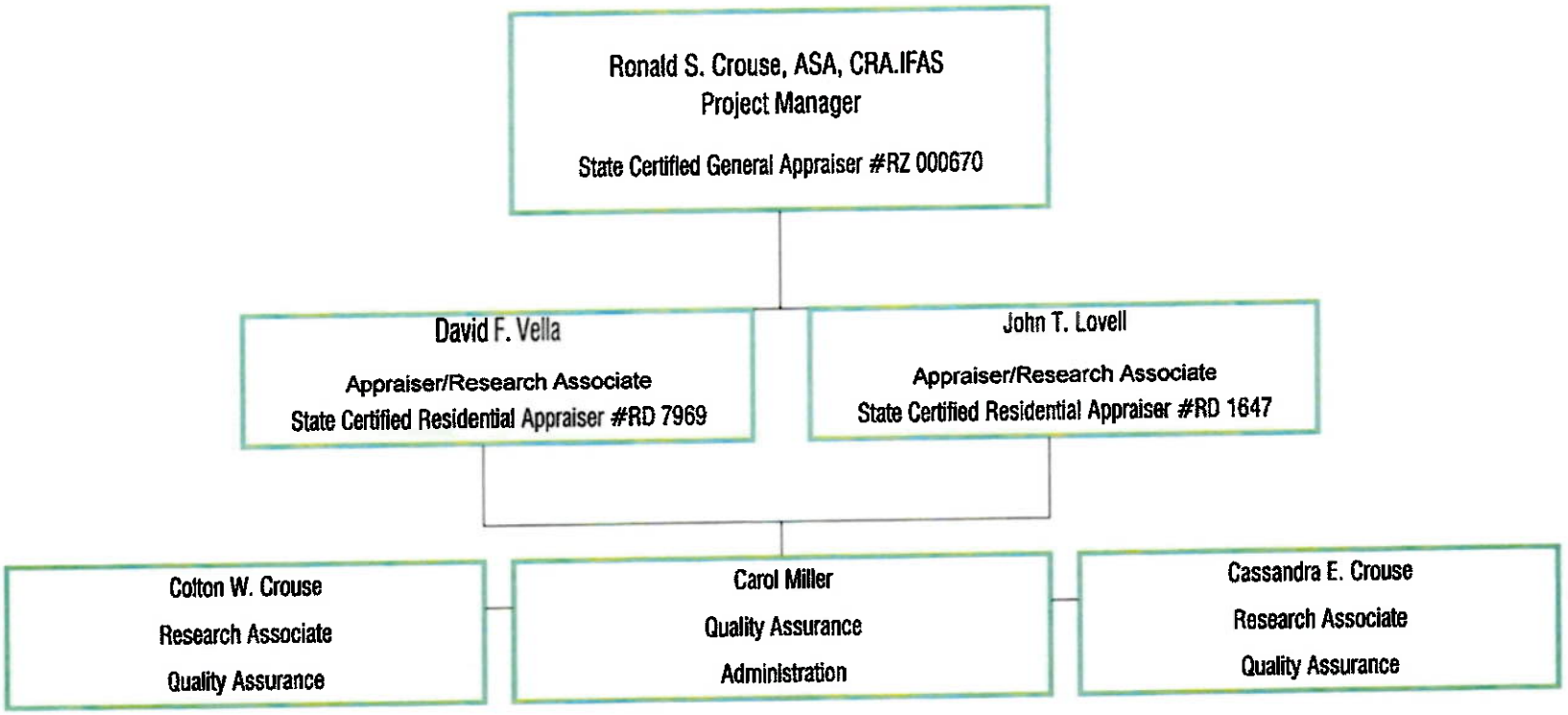
Respectfully submitted,

Ronald S. Crouse

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

PROPOSED STAFFING CHART

POMEROY APPRAISAL
ASSOCIATES OF
FLORIDA, INC.



RFQ 26-24-Plan
City of New Smyrna Beach
All Listed Located at 600 N. Ridgewood Ave
Edgewater FL 32132

PROJECT MANAGER

Ronald S. Crouse, ASA, CRA, IFAS
Project Manager

600 N. RIDGEWOOD AVENUE
EDGEWATER FLORIDA 32132

DESIGNATED CONTACT PERSON:

The designated contact person is Mr. Ron Crouse, President of Pomeroy Appraisal Associates and working out of the Edgewater office. Tel: (386) 423-5110 and e-mail: ron@paafl.com.

RONALD S. CROUSE, ASA, CRA, IFAS
PRESIDENT POMEROY APPRAISAL ASSOCIATES OF FL. INC

CERTIFICATION AND LICENSES

Florida State-certified general real estate appraiser RZ670
Florida Real Estate Licensed Broker BL463693
FHA Approved Appraiser FLRZ670
VA Approved Appraiser #5005160
Green Qualified

PROFESSIONAL EXPERIENCE

1986 - Present -		**Pomeroy Appraisal Associates of Fl. Inc.**
1985 – 1986	-	State of Florida Building Subcontractor
1976 – 1985	-	State of New York Building Contractor

EXPERT TESTIMONY

Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

PROFESSIONAL AFFILIATIONS

Designated - Member – (**ASA**) Accredited Sr. Appraiser - American Society of Appraisers
Designated - Member (**CRA**) - National Ass. of Review App. & Mort. Underwriters
Designated - Member – (**IFAS**) National Association of Independent Fee Appraisers
Member of National Association of Realtors

REAL ESTATE RELATED EDUCATION

Required Appraisal Institute Courses for Appraiser Designation

AIREA - Principles Course
AIREA - Standards of Professional Practice Course
AIREA - Basic Valuation
AIREA - Capitalization Theory and Techniques, Part A
AIREA - Capitalization Theory and Techniques, Part B
AIREA - Case Studies in Real Estate Valuation
AIREA - Valuation Analysis and Report
AI - Highest and Best Use and Market Analysis
AI - Advanced Sales Comparison and Cost Approach

Additional Real Estate Courses

AI - Real Estate Finance Statistics and Valuation Modeling
AIREA - Residential Valuation
AIREA - Litigation Valuation
AIREA - Computer Assisted Investment Analysis
Architectural Drafting and Blueprint Reading Courses
Florida Real Estate Course #1
BITA - Home Inspection Course
Appraising Green Homes: Construction Methods and Trends
Appraising Green Homes: Valuation Techniques and Applications

Partial List of Seminars

Rates, Ratios and Reasonableness
Principles of Capitalization
Standards of Professional Practice, Part B
Understanding Limited App. & Rep. Options
USPAP/Law Update
Marshall and Swift Comm. Cost Est. Seminar
Standards of Professional Practice, Part C
IRWA Easement Valuation
Real Estate Appraisal Methods
Standards of Professional Practice, Part A
Business Valuation, Parts 1 and 2
The Appraisers Complete Review Seminar
Accrued Depreciation Seminar
Eminent Domain
Appraising 2 to 4-Family Residence
Business Practices and Ethics

PARTIAL LIST OF PROPERTY TYPES APPRAISED

Vacant Land: Urban, rural, commercial, multi-family, industrial, planned development, residential, agricultural, and mixed use.

Improved Properties: Residential, commercial, industrial, multi-family, shopping centers, planned developments, professional/medical office buildings, time share projects, and mixed-use properties.

Special Use Properties: Golf courses, marinas, billboards, railroad right-of-way, road right-of-way, and wetlands.

Partial Interest: Leasehold/leased fee, utility easements, drainage easements, construction easements, eminent-domain valuations, land leases, and Limited Partnerships.

Review: Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.

Litigation: Ronald Crouse Has been qualified and presented testimony as an expert witness in Federal Bankruptcy Court of Orlando and Jacksonville, FL, United States District Court Middle District of Florida Orlando Division, and Circuit Court of Volusia, Seminole, and Brevard Counties.

Engaged full-time in professional appraisal and counseling services related to all types of real estate for a wide variety of clients, including Banks, local and state government agencies, attorneys, and private clients.

PARTIAL LIST OF CLIENTS - PAAFL

Government Agencies
St Johns Water Management Seminole, Volusia, Brevard, Flagler, Lake
Division of State Lands, Trust for Public Lands Counties Various cities and municipalities
Florida Communities Trust, Florida Department of Transportation
Florida Department of Environmental Protection

RAIL CORRIDOR ASSIGNMENTS COMPLETED

- Rail assignment for the State of Arizona Department of Revenue in connection with a tax proceeding, involving all operating real estate owned by the Southern Pacific Railroad Company in that state.
- Assignment 81-mile rail corridor owned by CSXT for the Florida Department of Transportation. Highest and best use was for continued transportation corridor use.
- Assignment included the appraisal of a number of surplus parcels of real estate spread throughout the Twin Cities of Minneapolis and St. Paul.
- Assignment Florida East Coast Railway for the Florida Department of Revenue, beginning in Duval County and terminating in Dade, County.
- Assignment a 239± mile active rail corridor owned by (CP) Canadian Pacific Railroad for use in conjunction with its proposed abandonment. The right-of-way covered a six (6) county area, across the entire state of Maine, from Vanceboro to the Quebec border.
- Assisted Florida Power & Light Co. with lands of Florida East Coast Railroad.
- Assisted City of West Palm Beach, Florida, regarding FEC Railroad.
- Helped prepared a fiber-optics rental study of American Major Class I Railroads on behalf of Canadian Pacific Limited. Suppliers and users of railroad corridors, as well as alternative routes (i.e., pipelines, highways, transmission lines, etc.) were interviewed.
- OGT/Jacksonville - Baldwin Trail Extension, BA# 07-6522
  2.03± miles CSX Railroad, Duval & Nassau County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT/Alachua Rail Trail, BA# 04-5945B
  2.33± miles CSX Railroad Gainesville, Alachua County
  Estimated Market Value using across-the-fence (ATF) method with consideration of Enhancement Factor.
- OGT Brevard/Volusia Rail Trail, BA# 03-5663
  51± miles FEC Railroad, Brevard/Volusia County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Central Florida Commuter Rail
  61± miles CSX Railroad, Volusia, Seminole, Orange and Osceola Counties
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Maitland Avenue Extension Various segments of railroad
  CSX Railroad, Orange County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Seminole County Rails to Trails
  5± miles CSX Railroad, Seminole County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.
- Proposed Ludlum Greenway Trail
  6.2± miles FEC Railroad, Miami-Dade County
  Estimated Market Value using ATF method with consideration of Enhancement Factor.

APPRAISAL AND REVIEW EXPERIENCE

Pomeroy Appraisal Associates has been doing Eminent Domain Appraisals for the last 30 years.

Sample of Major Eminent Domain projects by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Old Kings Road Widening, Palm Coast Flagler County	City of Palm Coast	current	N/A	40
Road Widening, SR 442 interchange with I-95 in Edgewater Volusia County	City of Edgewater	2016	Erin Wolfe	1
6.2-mile FEC Railroad Corridor Miami-Dade County	Trust for Public Lands	2014	N/A	N/A
Palm Coast Pkwy & Old Kings Road Flagler County	City of Palm Coast	2012	N/A	15+

Review Experience

Sample of review work done for *FDOT*, SJWMD, etc. by Mr. Crouse (Appraiser of Record):

Project	Client	Year	Attorney	No. of Parcels
Multiple Parcels	SJRWM	Current	N/A	2
Multiple Parcels	SJRWM	2020	N/A	3
Multiple Parcels	SJRWM	2019	N/A	6
Multiple Parcels	SJRWM	2018	N/A	12
Widening of SR 417 in Oviedo Seminole County	Florida Turnpike Authority	2016	N/A	1
SR 15 (US 17) in Satsuma Putnam County	FDOT	2014	N/A	36
SR 313 St. Johns County	FDOT	2014	N/A	24

Sample of assignments completed years 2019 to present for local government agencies

219.005	448	SHORES BLVD	ST AUGUSTINE	ST JOHNS CNTY - JESSICA	OLD FIRE STATION PROPERTY
219.007		STRAWN PARTIAL SURPLUS	VOLUSIA CNTY	SJRWMD	REVIEW
219.009		OLD MOULTRIE RD	ST AUGUSTINE	ST JOHNS CNTY - LAURIE	LAND ACQUISITION
219.013	2490	OLD MOULTRI ROAD	ST AUGUSTINE	ST JOHNS CNTY=LAURIE	LAND ACQUISITION
219.014	572	WASHINGTON ST	NSB	CITY OF NSB	SINGLE FAMILY ACQUISITION
219.016	2375	OLD MOULTRIE ROAD	ST AUGUSTINE	ST JOHNS CNTY-LAURIE	LAND ACQUISITION
219.018		BAYARD CONSERVATION AREA	CLAY COUNTY	SJRWMD	REVIEW
219.019		FDOT MITIGATION	PUTNAM CO.	SJRWMD	REVIEW
219.020	4190	SPRUCE CREEK ROAD	PORT ORANGE	CITY OF PORT ORANGE	SINGLE FAMILY ACQUISITION
219.024		VILANO ROAD	ST AUGUSTINE	ST JOHNS CNTY-DEBBIE	VACANT WATERFRONT LAND
219.027		SUNGARDEN ROAD	CLAY COUNTY	SJRWMD	REVIEW
219.028		EAST HAMPTON BLVD	PALM COAST	CITY OF PALM COAT	LAND ACQUISITION
219.029		BOOKER STREET	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.030		TECHNOLOGY BLVD	DAYTONA BCH	VOL CO SCHOOL BOARD	IMPROVED OFFICE
219.031	401	TIMAQUAN TRAIL	EDGEWATER	CITY OF EDGEWATER	LAND ACQUISITION
219.033		EUCLID AVENUE	ST AUG BEACH	ST JOHNS CTY-LAURIE	LAND ACQUISITION
219.034		MALABAR ROAD PROPERTY	MALABAR	SJRWMD	REVIEW/ 2 REPORTS
219.035		NSB AIRPORT	NSB	RHONDA WALKER	3 PARCELS IMPROVED
219.038		WINTON CIRCLE	ST JOHNS CTY	ST JOHNS CTY-LAURIE	EASEMENT ROW
219.040		JUSTICE LANE	BUNNELL	FLAGLER COUNTY	LAND ACQUISITION
219.041		RIDEOUT POINT	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW/ 2 REPORTS
220.003		CR 464C	MARION CTY	SJRWMD	REVIEW
220.005		TURNBULL CREEK PARCELS	NSB	CITY OF NSB	PHASE 1 - MULTIPLE/ACQUISITION
220.007	3641	S. RIDGEWOOD AVE	PORT ORANGE	CITY OF PORT ORANGE	OFFICE & LAND
220.011		THREE FORKS	BREVARD/VOL	SJRWMD	REVIEW - VACANT LAND
220.014	11	INDUSTRY DRIVE	PALM COAST	CITY OF PALM COAST	INDUSTRIAL LAND
220.018		HARRIS FERN HOLDINGS	PUTNAM CO.	SJRWMD	REVIEW - VACANT LAND
220.021		SR 207 & OLD DIXIE HWY	ST. JOHNS COUNTY	ST. JOHNS CO.	COMM BLDG & VACANT LAND
220.022		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION/PUD
220.023	111	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.025		SR 16	ST. JOHNS COUNTY	ST. JOHNS CO.	LAND ACQUISITION
220.027		SR 44 & CR 4139	DELAND	VOL. CO. SCHOOL BOARD	LAND ACQUISITION
220.030		TURNBULL CREEK P# 95, 96, 109	NSB	CITY OF NSB	LAND ACQUISITION
220.031	405	PORPOISE POINT	ST. JOHNS COUNTY	ST. JOHNS CO.	DRAINAGE EASEMENT ROW
220.032		FLAGLER AV & WASHINGTON ST	NSB	CITY OF NSB	COMM BLDG & VACANT LAND
220.033	31	JAROSZ STREET	PALM COAST	CITY OF PALM COAST	SINGLE FAMILY RESIDENCE/ACQUISITION
220.035		WEYERHAUSER PROPERTY	CLAY COUNTY	SJRWMD	VACANT LAND-REVIEW
220.036	214	COLUMBUS AVE	NSB	CITY OF NSB	SINGLE FAMILY RESIDENCE
221.001	2650 & 2700	N DIXIE FREEWAY	NSB	CITY OF NSB	OFFICE BUILDING
221.005	801	SOUTH STREET	NSB	CITY OF NSB	LAND LEASE
221.007		ST. JOHNS AVE	HASTING SJC	ST. JOHNS COUNTY	LAND ACQUISITION/2 PARCESL
221.008		NOVA & BIG TREE	DAYTONA BEACH	VOLUSIA COUNTY SB	LAND ACQUISITION
221.009		AG CENTER DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SHOOTING RANGE
221.011	1500	LEXINGTON AVE	DELAND	VOL CO SCHOOL BOARD	LAND ACQUISITION/INDUSTRIAL
221.012		US 1	OAK HILL	CITY OF OAK HILL	LAND ACQUISITION
221.014	4951	STATE ROAD 207	ST JOHNS COUNTY	ST. JOHNS COUNTY	LAND ACQUISITION
221.016	124	INDUSTRIAL PARK AVE	NSB	CITY OF NSB	LAND ACQUISITION
221.018		TOMOKA RIVER	ORMOND BEACH	SJRWMD	VACANT LAND REVIEW/ 2 SEP REVIEWS
221.025		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.026		US 192	BREVARD CO.	SJRWMD	REVIEW WETLANDS-SAFFAN
221.027	301	SMITH STREET	NSB	CITY OF NSB	LAND ACQUISITION
221.028		TOWN CENTER DRIVE	PALM COAST	CITY OF PC	LAND ACQUISITION
221.029		STATE ROAD 16	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
221.030		SE HWY 464C	MARION COUNTY	SJRWMD	VACANT LAND REVIEW
221.032		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
221.038	3441-3459	Ridgewood Ave	PORT ORANGE	City of Port Orange	LAND ACQUISITION
"	3814	Halifax Drive	PORT ORANGE	City of Port Orange	LAND ACQUISITION

Sample of assignments completed years 2019 to present for local government agencies Continued

222.001	3080	COASTAL HIGHWAY	VILANO BEACH	ST JOHNS COUNTY	LAND ACQUISITION/OCEAN FRONT
222.002	218	GAINES ST	OAK HILL	City of Oak Hill	LAND ACQUISITION
222.003		BAYARD POINT	CLAY COUNTY	SJRWMD	VACANT LAND REVIEW/ 3 SEP REVIEWS
222.006	45	CUBBEDGE ROAD	ST JOHNS COUNTY	ST JOHNS COUNTY	OCEANFRONT RESTAURANT
222.007		US HIGHWAY 1	VOLUSIA COUNTY	SJRWMD	VACANT LAND REVIEW/RIVERFRONT
222.008		SR 207	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION/MIXED USE
222.009		HART AVE DRAINAGE PROJECT	EDGEWATER	CITY OF EDGEWATER	MIXED RES & COMM DRAINAGE EASEMENTS 20 PARCELS
222.013		Matanzas Woods Parkway	PALM COAST	CITY OF PALM COAST	INFRASTRUCTURE EASEMENT ROW
222.018		PALM COAST PKWY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
222.019		SR 312	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.200		AG CENTER DRIVE	ST JOHNS COUNTY	ST JOHNS COUNTY	LAND ACQUISITION
222.022	143	THUNDERBIRD DRIVE	SEBASTIAN	SJRWMD	VACANT LAND REVIEW
223.002	4225 & 4229	PACETTI ROAD	ST AUGUSTINE	ST JOHNS COUNTY	POND EASEMENT ROW
223.003		CR 208	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.004		KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.005	180	PINE ISLAND ROAD	ST AUGUSTINE	ST JOHNS COUNTY	ROW ACQUISITION
223.006		TOMOKA FARMS ROAD	PORT ORANGE	PORT ORANGE	LAND ACQUISITION
223.007		TAYLOR CREEK	ORANGE COUNTY	SJRWMD	VACANT LAND REVIEW
223.008		SARTORI EXCHANGE	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.009		FRENCH AVE	VOLUSIA	Eminent Domain Specialists	REVIEW BORROW PIT
223.010		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION 3 PARCELS
223.011	241	RIBERIA STREET	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.013	2310	CR 13 SOUTH	ELKTON	ST JOHNS COUNTY	LAND ACQUISITION
223.014		ATLANTIC ROAD	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.015		CR 13 North	ST AUGUSTINE	ST JOHNS COUNTY	LAND ACQUISITION
223.017		WHITEVIEW PARKWAY	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.018		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.019		FULTON STREET	DAYTONA	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.020	819	MADELINE AVE	PORT ORANGE	CITY OF PORT ORANGE	LAND ACQUISITION
223.021		SR 16 & PACETTI ROAD	ST. AUGUSTINE	ST JOHNS COUNTY	RETENTION POND
223.022	403	PORPOISE POINT DRIVE	VILANO BEACH	ST JOHNS COUNTY	DRAINAGE EASEMENT ROW
223.023	222	cummings street	oak hill	City of oak hill	LAND ACQUISITION
223.024	A & B & C	3 parcels vacant land	NSB	City of NSB	LAND ACQUISITION 3 PARCELS
223.025		PEAVY GRADE ROAD	PALM COAST	CITY OF PALM COAST	LAND ACQUISITION
223.026	2627	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.027	2610	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.028	2640	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.029	2655	HILLTOP ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.030	2675	ST. AUGUSTINE BLVD	ST AUGUSTINE	ST JOHNS COUNTY	T.C.E./ROW
223.031	1364	KINGS ESTATE ROAD	ST AUGUSTINE	ST JOHNS COUNTY	P.E. & T.C.E./ROW
223.032	1570	WILDWOOD DRIVE	ST. AUGUSTINE	ST. JOHNS COUNTY	SIDEWALK ACQUISITION ROW
223.035		HILLTOP ROAD-PINEDA-FULL TAKE	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.036		HILLTOP ROAD-TRI STATE	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.037	2705	HILLTOP ROAD-TACKETT	ST. AUGUSTINE	ST. JOHNS COUNTY	T.C.E./ROW
223.038	1405	KINGS ESTATE ROAD-KACHNYCZ	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.039	2701	ELSIE ROAD-BROWN	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.040	1334	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	FULL TAKE ROW
223.041	1340	KINGS ESTATE ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	P.E. & T.C.E./ROW
223.043		MATANZAS WOODS PARKWAY	PALM COAST	CITY OF PALM COAST	HOSPITAL EASEMENT ROW
223.044	VACANT	AIRPORT PARKING LOT	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND ACQUISITION
223.045	504	INDUSTRIAL	NEW SMYRNA BEACH	CITY OF NSB AIRPORT	LAND AND IMP. INDUSTRIAL
223.046	25	BUCKLEY DRIVE	DEBARY	VOLUSIA COUNTY SCHOOLS	LAND ACQUISITION
223.048		SERRAO ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
223.049	7001	A1A SOUTH	CRESCENT BEACH	ST. JOHNS COUNTY	ROW VACANT LAND
223.050		PINE ISLAND ROAD	ST. AUGUSTINE	ST. JOHNS COUNTY	ROW VACANT LAND
224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND REVIEW
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND ACQUISITION

TRIAL EXPERIENCE

Ronald S. Crouse, ASA CRA, IFAS

Mr. Crouse has considerable experience as an expert witness and has been qualified as an expert in Volusia, Brevard and Seminole counties as well as federal courts in Orlando and Jacksonville, Florida. He was the appraiser of record for Brevard County Beach Restoration project with the issue being public vs. private beach rights which is now used as case law on this subject. He is often involved in providing valuation testimony in divorce cases, deficiency judgments and other types of litigation. *The most recent trial Mr. Crouse had to testify at as an expert witness was the Road Widening of SR 442 interchange with I-95 in Edgewater, Volusia County.*

Key Personnel

- **David F. Vell**
- **John T. Lovell**

DAVID VELLA

Pomeroy Appraisal Associates of Florida, Inc.
STATE-CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER RD7969
600 N. Ridgewood Ave.
Edgewater, Florida 32132

LICENSURE AND CERTIFICATION

State-Certified Residential Real Estate Appraiser RD7969
FHA Approved Appraiser FLRD7969

EXPERIENCE

2006 - Present - Pomeroy Appraisal Associates of Florida, Inc.
2003 - 2006 - The Shores Resort & Spa - Daytona Beach, FL
2002 - 2003 - Homewood Suites Hotel, - Liverpool, NY
2000 - 2002 - Hampton Inn - Liverpool, NY
1996 - 1999 - RxPlace - Syracuse, NY

EDUCATION AND PROFESSIONAL ADVANCEMENT

State University of New York at Plattsburgh, 1998 - 2002
Steve Williamson R.E. Specialists - Appraisal Course I (75 hours), 2006
McKissock - National USPAP Update Equivalent, and Florida Laws & Regulations, 2008
McKissock - Florida Appraisal Supervisor: Trainee Roles & Relationships, 2008
McKissock - Mortgage Fraud: Protect Yourself, and Even Odder: More Oddball Appraisals, 2008
Steve Williamson R.E. Specialists - Sales Comparison and Income Approach (30 hrs), 2008
Steve Williamson R.E. Specialists - USPAP (15 hours), 2008
McKissock - Florida Laws & Regulations (3 hrs), and National USPAP Update (7 hrs), 2010
McKissock - Florida Appraisal Supervisor-Trainee Roles and Relationships (4 hrs), 2010
McKissock - Risky Business: Ways to Minimize Liability (8 hrs), 2010
McKissock - The Changing World of FHA Appraising (8 hrs), 2010

EDUCATION AND PROFESSIONAL ADVANCEMENT CONTINUED

McKissock - National USPAP Update (7hrs), 2012

McKissock - Florida Appraisal Laws and Regulations Update (3 hrs), 2012
Steve Williamson R.E. Specialists - Residential Site Valuation & Cost Approach (15 hrs), 2012
Steve Williamson R.E. Specialists - Statistics, Modeling & Financing (15 hrs), 2012
Steve Williamson R.E. Specialists - Residential Report Writing (15 hrs), 2012
Steve Williamson R.E. Specialists - Market Analysis and Highest & Best Use (15 hrs), 2012
Steve Williamson R.E. Specialists - Advanced Applications and Case Studies (15 hrs), 2012
Gold Coast - Florida Real Estate Appraisal Laws & Rules (3 hrs), 2016
Gold Coast - Appraisal Review of Residential Properties (6 hrs), 2016
Gold Coast - Better to be Safe than Sorry (7 hrs), and Property & Valuation Analysis for FHA (7 hrs),
Gold Coast - USPAP Update (7 hrs), 2016
Gold Coast - USPAP Update (7 hrs), 2018
Gold Coast - Appraisal Review of Residential Properties (6 hrs), 2018
Gold Coast - Florida Real Estate Appraisal Laws & Rules (3 hrs), 2018
Gold Coast - Better to be Safe Than Sorry (7 hrs), 2018
Gold Coast - Property and Valuation Analysis for FHA (7 hrs), 2018
Gold Coast – USPAP Update (7hrs), 2020
Gold Coast – Florida Real Estate Appraisal Laws and Rules (3 hrs), 2020
Gold Coast – An Appraiser's Guide to Expert Witness (7 hrs), 2020
Gold Coast – Appraising Small Residential Income Properties (7 hrs), 2020
Gold Coast – Mortgages, Appraisers, and Foreclosures (7hrs), 2020

JOHN T. LOVELL
Pomeroy Appraisal Associates of Florida, Inc.
STATE-CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER RD1647

LICENSURE AND CERTIFICATION

State-certified residential real estate appraiser RD1647
FHA Approved Appraiser FLRD1647

EXPERIENCE

2012 - Present - Pomeroy Appraisal Associates of Florida, Inc.
2001 - 2011 - Hudson Appraisals, Inc.
1998 - 2001 - Pinnacle Financial Corporation
1986 - 2009 - Matonis and Associates, Inc.

EDUCATION AND PROFESSIONAL ADVANCEMENT

2018 - Steve Williamson, The Work file: Compliance and Support
2018 - Steve Williamson, Cool Tools: Digging Your Data
2018 - Steve Williamson, USPAP Update and Law Update
2016 - Steve Williamson, USPAP Update and Law Update
2016 - Steve Williamson, FHA Property Analysis
2016 - Steve Williamson, Better Safe than Sorry
2014 - Steve Williamson, Unique and Complex Properties
2014 - Steve Williamson, USPAP Update and Law Update
2012 - Steve Williamson, USPAP Update and Law Update
2012 - Steve Williamson, Foreclosures and Short Sales
2012 - Steve Williamson, 2-4 Family and Multi-Family
2010 - Steve Williamson, USPAP Update
2010 - Steve Williamson, FHA & VA Appraisal Basics
2010 - Steve Williamson, Mortgage Fraud
2010 - Steve Williamson, Appraisal Law Update
2008 - IFREC, USPAP Update
2008 - IFREC, Appraisal Law Update / Core Law
2008 - IFREC, Mortgage Fraud
2008 - IFREC, FHA & VA Appraisal Basics
2008 - IFREC, Florida Supervisor / Trainee Roles & Relationships
2008 - IFREC, Foreclosures
2006 - IFREC, Complex Issues in Appraising Real Estate
2006 - IFREC, USPAP Update / Law Update / Core Law
2004 - IFREC, USPAP Update / Real Estate Law
2002 - IFREC, USPAP Update / Real Estate Law
2000 - IFREC, USPAP Update / Real Estate Law
1998 - IFREC, USPAP Update / Real Estate Law
1996 - IFREC, USPAP Update / Real Estate Law / Modern Appraisal Techniques
1994 - IFREC, Uniform Standards of Professional Appraisal Practice / Real Estate Law
1991 - American Institute of RE Appraisers, Standards of Professional Practice A & B
1990 - American Institute of RE Appraisers, Certified Appraiser I Course
1989 - American Institute of RE Appraisers, Residential Valuation

TEAM MANAGEMENT

The proposer and his entire staff are most aware of the requirements associated with appraisal services and are committed to excelling in every aspect of each assignment. Our firm is proud of its record regarding completion of all assignments in an appropriate and professional manner.

Depending on the scope of the assignment, any one or all of the assigned personnel would be available to assist in any required aspect of the report development and presentation to fulfill the needs of our clients. The technical team members to be assigned to any appraisal assignment resulting from this proposal are all located at Pomeroy's office in Edgewater. When assigned to a project, each individual will spend 100 percent of his or her time on that project until it is completed.

We are prepared and able to take on individual assignments or projects with little difficulty because of the number of professional associates available. Although our workload is generally constant, team members are flexible and able to divert emphasis on an as-needed basis. As a result, our reputation for completing assignments on time is unimpeachable. It is our desire to offer the City of New Smyrna Beach an ongoing professional consultant relationship that will be mutually beneficial and provide the services required.

Our firm is always available to discuss any and all issues that may arise during an assignment.

The proposer is confident that the firm is capable of providing any type of real estate service required by the City of New Smyrna Beach. We have been in the business of assisting city, county, state and governmental bodies in the acquisition of real estate for many years. Our experience, dedication and professionalism are consistent with the type of service being solicited, and our goal is to exceed our client's needs.

Our workload varies from week to week. However, we have the ability to direct needed personnel with the expertise needed for the assignment to ensure our clients' needs are met in a timely manner. Again, we are proud of our reputation as a professional real estate appraisal and consulting organization.

The methodology that is employed by our firm depends upon the problem that is being addressed. All three standard valuation approaches (Sales Comparison, Cost and Income) are applied as dictated by the scope of the assignment. It is again pointed out that our 37 years' experience in the appraisal profession has prepared our staff to properly address whatever appraisal problem is encountered. We are up to date on all current city, county, state and federal regulations and guidelines.

Our team approach to appraisal assignments, our quality control procedures and coordination efforts employed, all works together to deliver quality products to our clients.

Pomeroy Appraisal utilizes a vast assortment of software applications and data services. All our employees are trained and proficient in the software and hardware, which are being used in our office.

Software

Title	Applications	Function
Microsoft Office	Word, Excel, PowerPoint, etc.	Word Processing, Data Analysis and Presentation
Subdivide	Subdivide	Plotting parcel deeds
DeLorme	Street Atlas	Mapping
Marshall & Swift	Commercial Cost Est.	Cost Estimates
Adobe Acrobat Professional	Adobe Acrobat	For all pdf requirements

Data Services

Title	Applications	Function
RealQuest/Loop net	Property Records	Sales Data, Plat Maps, Location Maps
Internet	County Records	Sales Data, Maps, Record Searches, Land Use information, Area Data, etc.
Far MLS Advantage, MFRMLS, Daytona, Flagler, New Smyrna, and Brevard MLS	MLS	Sales Data Marketing Research

Hardware

Each member of our staff has access to a personal computer, and all computers are connected to a central server system for easy access of files. We have 4 commercial printers/scanners, which are also connected to the server, with access available to everyone. We have an IT person on-site for maintaining and servicing of our hardware requirements and problems which may arise. Connection to the internet is through fiber-optics and one of the fastest connections available.

Other

All appraisers and staff own their own vehicles and have valid driver's licenses.

The staff at Pomeroy Appraisal is highly skilled in all of the major software and hardware requirements, and also in some programs that are not widely used, but unique in the presentation and research of real estate data. All past requirements, set by the St. Johns County have been met with no complications. Uploading reports to any internet connected server or website, delivery via e-mail or burning data onto CD's, DVD's or storage devices such as thumb drives, in a variety of accessible formats, are no problem.

Consultants

PAA has worked very closely with several very qualified sub-consultant firms offering valuation support outside of the appraiser's expertise, i.e., planning, engineering, cost estimating, surveying, environmental issues, etc. Some of the firms we have contracted with who directly responsible for coordinating those efforts are GAI, Inc., with an office in Jacksonville, but serving all of Florida; Tampa Bay Engineering (TBE), also serving all of Florida, KCG (Kelly Collins & Gentry, Inc.), serving all of Florida, Genesis Group, serving all of Florida, and Intracoastal Builders Corporation, Inc., serving all of Florida. These are full-service firms that are FDOT approved to offer valuation support in those areas mentioned.

Quality Control Plan

The appraiser considers a sound quality assurance plan to be an essential part of the appraisal process. In order to document our quality control efforts, we have developed an in-house review process. An appraisal review form is made a part of each appraisal report while in its draft form. This form is inserted into the electronic draft report by the report writer as part of the initial review. The form goes with the report to another staff appraiser, who reviews the report, makes the necessary notations on the form and then initials the form. The form then accompanies the report to a non-technical review person, who reviews the report for comprehensiveness, clarity, grammar and spelling, and initials the form following the review. The appraiser of record has ultimate responsibility for quality assurance. When the Appraiser of Record gets the report for final review, with the form included and initialed, it is assured that the report has already been thoroughly reviewed. Following final review, the appraiser of record also initials the form. The review page is removed as part of preparation for delivery but is retained in our file copy and in our electronic files.

If a paper report is being delivered, it is looked over one last time at the time of signing, to assure that all pages, photographs, attachments, etc., are in order.

We at Pomeroy Appraisal strive to deliver a high-quality report to the client. We have a good track record of working with the client's review appraisers. We respond promptly to their comments and concerns. We believe their input aids us in producing better quality reports, to the benefit of the client, the property owner and for Pomeroy as well.

A sample of our form is on the next page.

POMEROY APPRAISAL ASSOCIATES OF FLORIDA, INC.

QUALITY CONTROL REVIEW FORM

Appraisal Report

Appraiser: _____ Non-Technical Staff: _____

SECTION OF REPORT	Appraiser check when completed	Non-Tech. Staff check when completed
Letter of Transmittal - Project numbers correct - Type of appraisal is correct		
Certification of Value - Project numbers correct - Value correct - Date of Valuation - Page Numbers - Property Type		
Supplemental Standards - Information Verified		
Table of Contents - Pages Updated per report - all sections of report listed		
Sections 115 through 995 (excluding pictures/sketches, sales grid)		
Information verified for accuracy		
Spell check completed		
Grammar check completed		
Proofread for clarity		
Independent math check completed		
Subject Photo Pages - insert pictures - verify verbiage is correct (i.e. direction is same as on sketch, date of photo)		
Sketch(s) - verify dimensions with verbiage from report		
Sales Grid - verify information with verbiage from report - verify that addenda information is the same as grid		
Addenda - Make sure copies of all items listed are enclosed (i.e. sales, letters, other reports, deed information)		

TO BE FILLED OUT BY APPRAISER:

PAA #: _____

Parcel #: _____

Type of Appraisal: _____

Date Due: _____

Original Copy Sent: _____

Revision Sent: _____

Approved: _____

EXPERIENCE

SIZE OF THE FIRM:

The firm consists of three certified appraisers and two support staff. Our workload differs from day to day, but any or all of our appraisers can be used to provide services to the city and we are certain that we can meet the requirements of any project assigned to our firm.

YEARS EXPERIENCE:

Pomeroy Appraisal Associates of Florida, Inc. has been in the business of assisting Municipal and Governmental bodies in acquisition of real estate, since it was established in 1984. The firm offers its services to business, industry, banks, governmental bodies, as well as individuals throughout the State of Florida and the southeastern part of the country. Our experience ranges from the most common vacant and improved residential properties to all types of commercial and industrial, agricultural, citrus groves and all types of special purpose improved sites.

LOCATION:

All work will be performed at our office based in Edgewater, Florida.

DESIGNATED CONTACT PERSON:

The designated contact person is Mr. Ron Crouse, President of Pomeroy Appraisal Associates and working out of our Edgewater office. Tel: (386) 423-5110 and e-mail: ron@paafl.com.

SUMMARY PROFESSIONAL EXPERIENCE:

Pomeroy Appraisal Associates specializes in real estate appraisal and counseling. The firm offers its services to business, industry, banks, governmental bodies, attorneys, as well as individuals throughout the State of Florida. The firm consists of ten certified appraisers and support staff. Pomeroy Appraisal Associates has over 35 years of real estate appraisal and counseling experience.

- **Expert Testimony:**

  Pomeroy Appraisal staff has been qualified and presented Circuit Court expert testimony in over 15 counties of the State of Florida. Testimony has also been given in Federal, Supreme Courts, and Interstate Commerce Commissions throughout the United States, Florida Federal Bankruptcy Court, and the United States District Court Middle District of Florida Orlando Division.

- **Commercial:**

  Pomeroy Appraisal Associates has experience with all types of properties: vacant land, improved, special use, condemnation, Railway corridors and partial interest. Properties appraised includes: Golf courses; nursing homes, gravel pits, salvage yards, manufacturing plants, automobile dealerships, condominium, proposed commercial and residential developments, regional shopping centers, fiber optic lines, wetlands, commercial, industrial, easements, marinas, billboards, and limited partnerships. Taxation disputes, divorce settlements and other legal real estate issues we also provide commercial construction draw inspections.

- **Residential:**

  Pomeroy Appraisal Associates provide valuations of all types of residences: Single-Family homes; multi-family homes; Condominiums; estate valuations, FHA assignments, taxation disputes, divorce settlements and other legal real estate issues. We also provide residential construction draw inspections.

- **Current Governmental Contracts**
  Eminent Domain:

Pomeroy Appraisal Associates currently holds a District-Wide Contract with the Florida Department of Transportation (FDOT), approved appraiser for the Department of Environmental Protection, St Johns Water Management, Suwannee River Water Management District as well as many other government agencies. Pomeroy Appraisal Associates is also approved for appraisal services for counties and cities throughout the State of Florida.

Review

Review experience for FDOT, St. Johns Water Mgt. Brevard County Property Acquisition, Various Banks and Attorneys.

The following is a list of commercial appraisals that have been completed in the last 6 months.

224.001		PARRISH ACQUISITION	BREVARD COUNTY	SJRWMD	VACANT LAND	2/21/2024	1/5/2024		$2,200
224.002	318	BASE LEG DRIVE	EDGEWATER	EDDIE SCHEFFLER	INDUSTRIAL BUILDING		1/8/2024		$1,200
224.003	403	Magnolia Street	CITY OF NSB	RON NEIBET	IMPROVEDMULTIUSE				$1,800
224.004	120	Flagler	CITY OF NSB	RON NEIBET	IMPROVED OFFICE				$1,800
224.005		DOSTER	CITY OF NSB	RON NEIBET	LAND				$900
224.006		PEAVY GRADE	CITY OF PALM COAST	COPC	ROW ACQUISITION	3/13/2024	3/11/2024		$2,500
224.007	198	AIRPORT COMMERCE CENTER WAY	CITY OF PALM COAST	COPC	VACANT LAND	3/20/2024	3/12/2024		$3,000
224.008		SEMINOLE WOODS BLVD	CITY OF PALM COAST	COPC	VACANT LAND		3/14/2024		$3,000
224.009		DON MANUEL	ST. JOHNS COUNTY	ST. JOHNS COUNTY	VACANT LAND	3/18/2024	3/15/2024		$2,500
224.011	136	Nancy St	Oak Hill	City of Oak hill	land	2/28/2024			$400
224.012	218	Gaines	Oak Hill	City of Oak hill	Land	2/28/2024			$400
224.013	0	Nancy St	Oak Hill	City of Oak hill	Land	3/11/2024			$0
224.014	1364	KINGS ESTATE ROAD	ST. JOHNS COUNTY	ST. JOHNS COUNTY	ROW		3/26/2024		$2,000
224.015	1405	KINGS ESTATE ROAD	ST. JOHNS COUNTY	ST. JOHNS COUNTY	ROW		3/26/2024		$2,000
224.016	1340	KINGS ESTATE ROAD	ST. JOHNS COUNTY	ST. JOHNS COUNTY	ROW		3/26/2024		$2,000
224.017	1040	NOVA ROAD	ORMOND BEACH	SEACOAST	MIXED USE INDUSTRIAL		3/27/2024		$3,900
224.018		DOSTER	NSB	CITY OF NSB	VACANT LAND		4/17/2024		$1,500
224.019		PAIGE	NSB	CITY OF NSB	VACANT LAND		4/17/2024		$1,500
224.020	RES#2404037/DAVE	CHARLES STREET	NSB	STETSON	VACANT LAND		4/18/2024		$1,200
224.021 A	843803000070	INDIAN RIVER BLVD	EDGEWATER	CONRAD KAHN	VACANT LAND		5/29/2024		$3,500
224.021 B	843803000071	INDIAN RIVER BLVD	EDGEWATER	CONRAD KAHN	VACANT LAND		5/29/2024		"
224.021 C	PART OF 843801000380	INDIAN RIVER BLVD	EDGEWATER	CONRAD KAHN	VACANT LAND		5/29/2024		"
224.021 D	8438-01-00-0390	INDIAN RIVER BLVD	EDGEWATER	CONRAD KAHN	VACANT LAND		5/29/2024		"
224.022	840	DIXIE	NSB	JENKINS & YOUNG	BACI RESTAURANT		5/28/2024		$1,800
224.023	830	DIXIE	NSB	JENKINS & YOUNG	WINE/CHESSE RETAIL		5/28/2024		$1,200
224.024	1501	RIVERSIDE DRIVE	EDGEWATER	RIVERSIDE CONSERVANCY	CONSERVATION EASEMENT		5/28/2024		$2,500

PROJECT APPROACH

Pomeroy Appraisal has completed appraisals on all types of properties ranging from residential to many unique and sophisticated real estate investments. Some of the more unique properties include golf courses, nursing homes, gravel pits, salvage yards, manufacturing plants, orange groves, regional shopping centers, as well as wetlands and other environmentally sensitive properties.

Our firm has completed hundreds of assignments for cities, counties, state and federal governments of almost every property type. Our firm has worked in St. Johns, Flagler, Volusia, Brevard, Seminole, Orange, Osceola and Citrus counties. In addition, Pomeroy has completed a number of other large appraisal assignments for Brevard, Flagler, Seminole, Orange, Volusia, Marion, Putnam, Polk, Lake, Sumter, and St. Johns counties.

Our firm has established a high degree of project management over the years. Our approach when conducting appraisal assignments is based on a complete inspection of the subject property (more if required) and investigation on zoning, wetlands, topography, etc. Once this data has been collected and verified, we proceed to our sales and related data search in an effort to located the most comparable sales data etc. to the subject property in order to make the least number of adjustments. When we have identified the Data and compare the data to the subject for all meaningful variances. We conclude our assignment with a detail reconciliation so our client understands the methodology used and can understand how the appraiser came to the value conclusion.

We have been in the appraisal profession for almost 40 years and have vast experience which has led us to many ways to see the value and potential uses for properties to support the highest and best use of a property as well as many ways to analysis the benefits or detriments of a property. Based on our experience we have developed a well-organized system to ensure our assignments are completed in a timely manner.

We estimate our fees based on the time required to complete a reliable creditable report for our clients. Over the years we have developed the best methods to save our clients money while still suppling them with creditable reports.

Based on years of experience working with governmental agencies has help us understand our clients needs and concerns. We feel we are a perfect fit for any client and especially government agencies. Most of our firm lives in the New Smyrna Beach. In addition, our firm has been located in New Smyrna Beach and Edgewater for over 40 years and have done hundreds and hundreds or real estate projects and properties making our firm extremely familiar with the real estate market.

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 Ronald S. Crouse President
(Print Individual's Name and Title)
for Pomeroy Appraisal Associates of FL Inc
(Print Name of Entity Submitting Sworn Statement)
whose business is Pomeroy Appraisal Associates of FL Inc

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2440935

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.

Ronald S Crouse

_____
(Signature)

Sworn and subscribed before me this 23 rd day of July, _____.

Personally known x _____

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of FLORIDA

My commission expires: _____

Notary Public State of Florida
CAROL L MILLER
My Commission HH 031308
Expires 08/11/2024

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Ronald S. Crouse, being first duly sworn, deposes and says that:

He/she is President of Pomeroy Appraisal Associates of FL 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.

Ronald S. Crouse

Ronald S Crouse
Signed

President
Title

Subscribed and sworn to before me this 23rd day of July, 2024.

Notary Public State of Florida
CAROL L MILLER
My Commission HH 031308
Expires 08/11/2024

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: Ronald S. Crouse (Pomeroy Appraisal Associates of FL Inc)

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: Ronald S Crouse

Print Name: Ronald S. Crouse

Sworn to and subscribed before me, by (x) physical presence or ( ) remote audio-visual means, this

2rd Day of July, 2024. She/He is personally known to me or has produced _____ As identification.

Notary Public State of Florida
CAROL L MILLER
My Commission HH 031308
Expires 08/11/2024

Notary Public

My commission expires:_____

1024

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared Ronald S. Crouse

who was duly sworn, deposes, and states:

1. I am the President of Pomeroy Appraisal with a local office in Edgewater, Florida (City & State) and principal office in Edgewater, 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 26-24-PLAN, Property Appraisal 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.

Ronald S. Crouse
Typed Name

Ronald S Crouse
Signed

President
Title

07/23/2024
Dated

Sworn to and subscribed before me this 23rd day of July 2024 2023.

Personally known x OR produced identification ____. Identification type:

Notary Public: State of _____ County of Volusia

Notary Public State of Florida
CAROL L MILLER
My Commission HH 034308
Expires 06/11/2024

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Ronald S. Crouse Proposer Signature: Ronald S Crouse

Pomeroy Appraisal Associates of FL Inc

Firm Name (Please Print)

1026

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): Ronald S. Crouse Proposer Signature: Ronald S Crouse

Pomeroy Appraisal Associates of FL Inc.

Firm Name (Please Print)

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 # 26-24-PLAN described as:

Appraisal Services.

Pomeroy Appraisal Associates of FL Inc
Firm

07/23/2024
Date

Ronald S. Crouse / President
Authorized Signature and Title

Ronald S. Crouse
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Authorized Signature

Date: 07/23/2024

Ronald S. Crouse - President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

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.

Ronald S. Crouse / PRESIDENT

Authorized Signature and Title

Date: 07/23/2024

Ronald S. Crouse - President

Print Name and Title

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.

Ronald s. Crouse - Pomeroy Appraisal Associates of FL Inc

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Ronald S. Crouse - President

OFFICER TITLE

07/23/2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFQ 26-24-PLAN
BID TITLE:	Property Appraisal Services

Respondent Information

Company Name: Pomeroy Appraisal Associates of FL Inc	Federal Employer Identification Number or SS Number: DUN Number:
Mailing Address: 600 N. Ridgewood Ave	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Edgewater, FL 32132	Incorporated in the State of: Florida
Corporate Address: Same	What kind of business: ("For Profit") or "Not for Profit" Is Firm in good standing: (Yes) or No Authorized to transact business in Florida (Yes) or No
City, State, Zip Code	State of Florida Department of State Certificate of Authority Document No: _____
Telephone No. 386-423-5110	
Email Address: ron@paafl.com	

If remittance address is different from the mailing address so indicate below.

List Principals (Print):

President: Ronald S. Crouse 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

Ronald S. Crouse
Printed Name

Title: President

Date: 07/23/2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

1033

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ____ REVISED VENDOR: X

DATE: 07/23/2024

VENDOR NAME: Pomeroy Appraisal Associates of FL Inc

VENDOR DBA: Same

PRODUCT/SERVICE PROVIDED: Real Estate Appraisal Services

DEPARTMENT:

PREPARED BY: Ronald S. Crouse

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
Pomeroy Appraisal Associates of FL Inc	Pomeroy Appraisal Associates of FL Inc	Pomeroy Appraisal Associates of FL Inc
ADDRESS: 600 N. Ridgewood Ave	ADDRESS: 600 N. Ridgewood Ave	ADDRESS: 600 N. Ridgewood Ave
CITY/STATE: Edgewater FL	CITY/STATE: Edgewater FL	CITY/STATE: Edgewater FL
ZIP CODE: 32132	ZIP CODE: 32132	ZIP CODE: 32132

COMPANY CONTACT: Ronald S. Crouse

E-MAIL: ron@paafl.com

OFFICE PHONE: 386-423-5110

FAX: 386-423-3066

MOBILE PHONE:

FEDERAL TAX ID#: 59-2440935

DUNS Number:

1034

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)
Pomeroy Appraisal Associates of FL Inc

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
600 N. Ridgewood Ave Suite C, Edgewater FL 32132

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
59 2440935

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/23/24

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,

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: Pomeroy Appraisal Associates of FL Inc

FEIN: 59-2440935

Authorized Representative Name and Title: Ronald S. Crouse - President

Address: 600 N. Ridgewood Ave

City: Edgewater State: FL Zip: 32132

Phone Number: 386-423-5110 Email Address: ron@paafl.com

Certified By: RONALD S CROUSE 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

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[x] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	600 N. Ridgewood Ave, Edgewater FL 32132	
Federal I.D. Number	59- 2440935	

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: 600 N. Ridgewood Ave, Edgewater FL 32132

Telephone Number: 386-423-5110 Fax Number: 386-423-3066 E-mail Address: ron@paafl.com

Authorized Signature | Ronald S.Crouse (Printed Name) | 59-2440935 (FEIN)

President (Title) | 07/23/2024 (Date)

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.

Ronald S Crouse — Date: 07/23/2024

Authorized Signature and Title

Ronald S. Crouse - President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1:			
Name:	Our firm is associated with several large well know contractors and consultants the use of which would depend on the assignment		
City, State:	Florida		
Description of Work:	construction cost, land planning as well as other consultants are available as needed		
Percent of Contract Price:	N/A	*Previous Experience Together:*	☒ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/BID.

Company name
Property Appraisal Services

THIS AGREEMENT is made and entered into this 25th day of July, 2024, by and between Pomeroy Appraisal Associates of FL Inc, duly authorized to conduct business in the State of Florida and whose address is 600 N Ridgewood Ave, Suite C Edgewater FL 32132, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Ronald S. Crouse/ President
(Name, Title)

Pomeroy Appraisal Associates of FL Inc
(Company)

600 N. Ridgewood Ave, Suite C
(Address)

Edgewater, FL 32132
(City, State, Zip)

386-423-5110
(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.

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**
_____	_____
Kelly McQuillen, City Clerk 210 Sam's Avenue New Smyrna Beach, Florida 32168	Fred E. Cleveland, Mayor
Date: _____	Date: _____

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

_____
Carrie Avallone City Attorney

Dated: _____

DRAFT

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

July 23, 2024

Statement of location

Pomeroy Appraisal Associates of FL Inc or any of its employes are all located in our location at 600 N. Ridgewood Avenue in Edgewater FL 32132

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

Project #4:				
Project Name: SHUNZ ROAD				
Type of Project/Service: Appraisal				
Address: 1395 Dunlawton Avenue Port Orange, 32129				
Contracting Agency/Client: PUBLIC UTILITIES CITY OF PORT ORANGE				
Contact Name and Phone #: STEVE PARNELL 386-506-5761				
Contact Email Address and Fax #: sparnell@port-orange.org				
Contract Amount: 2500	Start Date: March 2023		End Date: March 2023	

Project #5:				
Project Name: B & H Wildlife Borrow Pit				
Type of Project/Service: Appraisal Review				
Address: 1609 Cardinal Rd, Orlando, Florida, 32803,				
Contracting Agency/Client: Barfield Group Eminent Domain Specialists				
Contact Name and Phone #: Mr. Edwin Barfield, SR/WA : 407-893-5759				
Contact Email Address and Fax #: ed@barfieldgroup.com				
Contract Amount: 2500	Start Date: Aug 2023		End Date: Aug 2023	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Multiple projects			
Type of Project/Service: Appraisal and appraisal review services			
Address: P.O. Box 1429 • Palatka, FL 32178-1429			
Contracting Agency/Client: SJRWMD			
Contact Name and Phone #: Sheila Theus 386-312-2342			
Contact Email Address and Fax #: stheus@sjewmd.com			
Contract Amount:	Start Date: 2000	End Date: Present	

Project #2:				
Project Name: Multiple projects				
Type of Project/Service: Appraisal Services				
Address: 500 San Sebastian View, St. Augustine, FL 32084				
Contracting Agency/Client: St Johns County, Land Management Sys. Dept. Real Estate Division				
Contact Name and Phone #: Debbie Taylor 904-209-0796				
Contact Email Address and Fax #: Dtaylor@sjcfl.us				
Contract Amount:	Start Date: 1990		End Date: 2023	

Project #3:				
Project Name: Multiple/projects/ parcels				
Type of Project/Service: Appraisal services				
Address: 160 Lake Ave, Palm Coast Fl 32164				
Contracting Agency/Client: City of Palm Coast				
Contact Name and Phone #: Carl Cotes, Dir. Storm Wat. & Eng. 386-986-3748				
Contact Email Address and Fax #: CCotes@palmcoastgov.com				
Contract Amount:	Start Date: 2010		End Date: Present	

POMEROY PA **APPRAISAL ASSOCIATES OF FLORIDA, INC.**
Real Estate Appraisers — Consultants
600 N. RIDGEWOOD AVE., SUITE A, EDGEWATER, FL 32132 • TEL. 386-423-5110 • FAX 386-423-3066

July 23, 2024

Statement of Acceptance of Conditions

Pomeroy Appraisal Associates of FL Inc or any of its employes have no exceptions.

Ronald S. Crouse, ASA, CRA, IFAS
State-certified general real estate appraiser RZ670

Property Valuation & Consulting, Inc.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **Property Valuation & Consulting, Inc.,** duly authorized to conduct business in the State of Florida and whose address is **204 South Dillard Street, Winter Garden, Florida 34787**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**Property Valuation & Consulting, Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

RFQ 24-26-PLAN
PROPERTY APPRAISAL SERVICES

PREPARED FOR
CITY OF NEW SMYRNA BEACH
PURCHASING DEPARTMENT
C/O JANET VIVIAN, PURCHASING COORDINATOR
JVIVIAN@CITYOFNSB.COM
PHONE: (368) 410-2600

DATE
July 24, 2024

PREPARED BY
BLAIR BEASLEY
PROPERTY VALUATION & CONSULTING, INC.
204 SOUTH DILLARD STREET
WINTER GARDEN, FLORIDA 34787
PHONE: 407-877-0200
FAX: 407-877-8222
BLAIR@PROPERTYVALUE.COM

Copyright 2024 Property Valuation & Consulting, Inc.

Letter of Interest

Property Valuation & Consulting

John A. Robinson, MAI, AI-GRS, ASA, CCIM
State-Certified General Real Estate Appraiser #RZ417
Blair Beasley
State-Certified General Real Estate Appraiser #RZ3871
Aubree Petit
State-Registered Trainee Real Estate Appraiser #RI24567
David Fuller
State-Registered Trainee Real Estate Appraiser #RI23505
www.PropertyValue.com

July 24, 2024

Ms. Janet Vivian
Purchasing Coordinator
City of New Smyrna Beach
Purchasing Department
jvivian@cityofnsb.com
(386) 410-2600 ext. 2654

RE: RFQ 24-26-PLAN

Dear Ms. Vivian,

In response to your broadcast for the above-mentioned solicitation, it is our pleasure to provide you with the following proposal.

Property Valuation & Consulting, Inc., the Consultant, was established and incorporated in 1994 by its founder, John Robinson, MAI, AI-GRS, ASA, CCIM. The contact person and individual vested with contracting authority is Blair Beasley, Senior Appraiser. Our office is located at 204 South Dillard Street in Winter Garden which is situated in western Orange County. We currently have one full-time employee/staff certified senior appraiser, two full-time trainee appraisers, one part-time certified appraiser/reviewer, and one part-time administrative/appraiser assistant.

Property Valuation & Consulting, Inc. provides a variety of real estate services including real estate appraisal, appraisal review, negotiating, and litigation. In addition, John Robinson, MAI, AI-GRS, ASA, CCIM is a licensed real estate appraisal instructor for the State of Florida and has also served as a Special Magistrate for local government for 28 years.

Our knowledge of the real estate market, based on over 40 years of experience, enables us to accommodate your real estate needs. It is our desire to offer real estate appraisal and consulting services with the highest of standards at the most competitive price.

Appraisal assignments have taken us throughout Florida with the majority of assignments in metropolitan Orlando and Central Florida. We specialize in commercial real estate valuations with

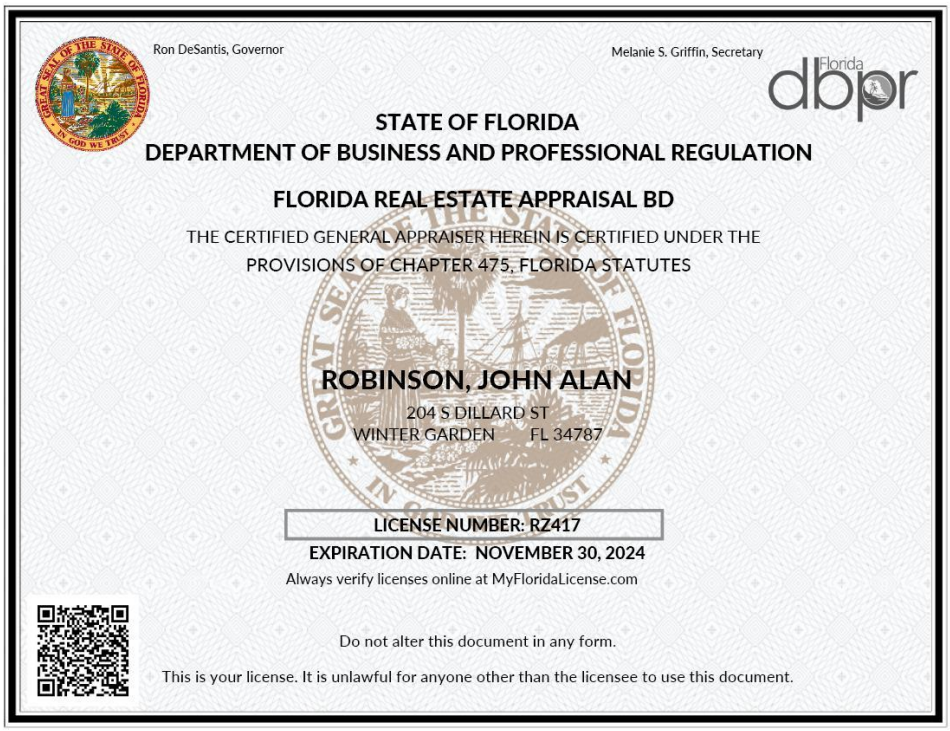
property types including but not limited to industrial/manufacturing facilities, office buildings, shopping centers, retail properties, restaurants, apartments/multifamily properties, residential subdivisions, hotels/motels, vacant acreage/lots including easements and special purpose facilities such as public and private schools, golf courses, day care facilities and convenience stores.

Sincerely,



Blair Beasley
Senior Appraiser
Property Valuation & Consulting, Inc.
State-Certified General Real Estate Appraiser
Florida License No. RZ3871
407-877-0200 ext. 104
Blair@propertyvalue.com

Professional Licenses and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

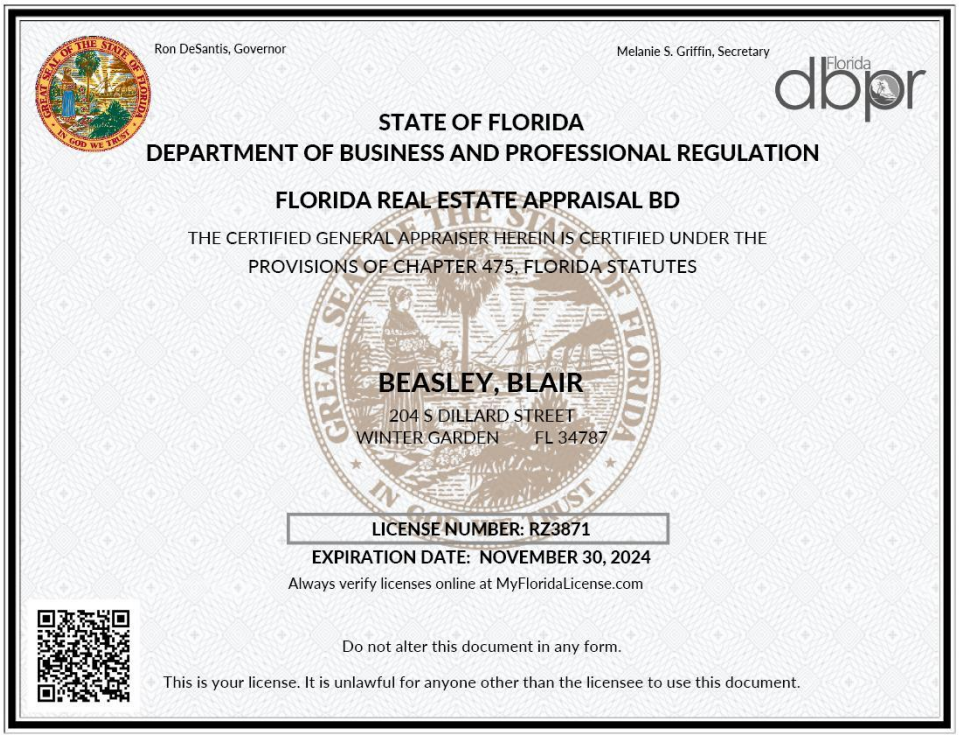
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

ROBINSON, JOHN ALAN
204 S DILLARD ST
WINTER GARDEN FL 34787

LICENSE NUMBER: RZ417
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

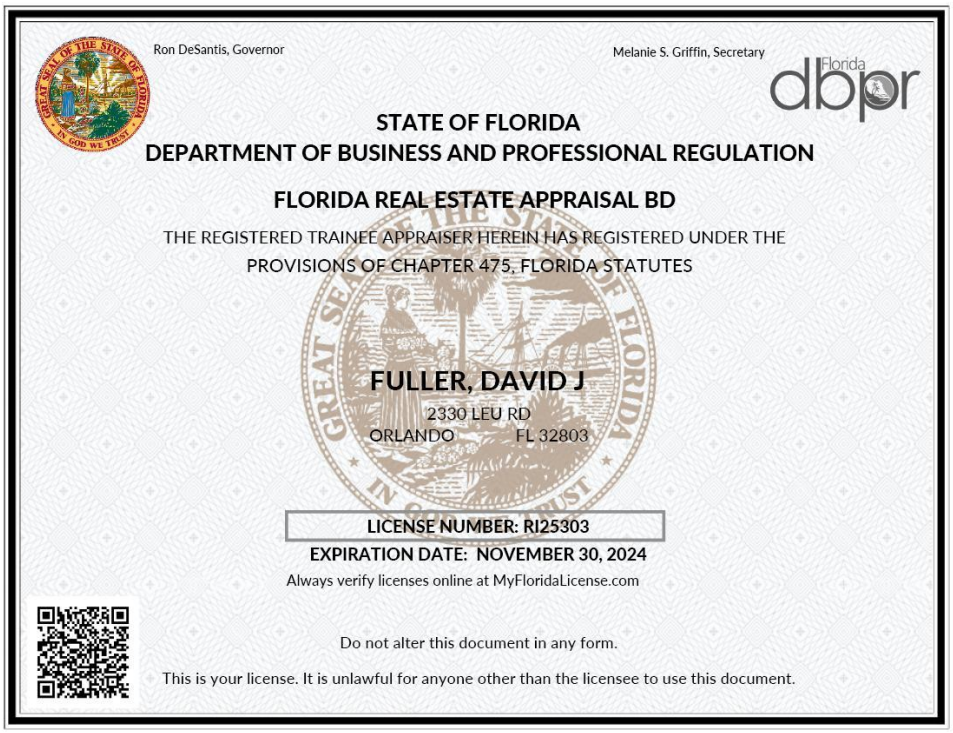
BEASLEY, BLAIR
204 S DILLARD STREET
WINTER GARDEN FL 34787

LICENSE NUMBER: RZ3871
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Professional Licenses and Certifications



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

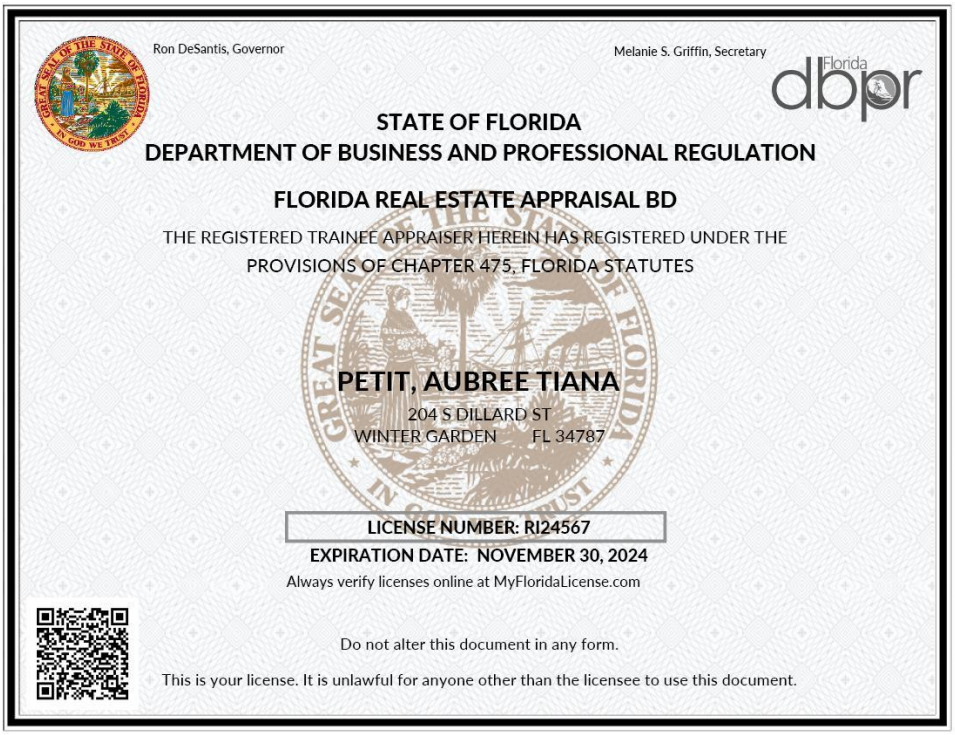
THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

FULLER, DAVID J
2330 LEU RD
ORLANDO FL 32803

LICENSE NUMBER: RI25303
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

PETIT, AUBREE TIANA
204 S DILLARD ST
WINTER GARDEN FL 34787

LICENSE NUMBER: RI24567
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida
Department of State

I certify from the records of this office that PROPERTY VALUATION & CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on August 24, 1994.

The document number of this corporation is P94000063089.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 12, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of February, 2024

Secretary of State

Tracking Number: 5677319219CC

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

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

FLORIDA DEPARTMENT OF STATE
Jim Smith
Secretary of State

August 26, 1994

JOHN A ROBINSON
800 WINDERGROVE COURT
OCOEE, FL 34761

The Articles of Incorporation for PROPERTY VALUATION & CONSULTING, INC. were filed on August 24, 1994, and assigned document number P94000063089. Please refer to this number whenever corresponding with this office.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address given below.

Sincerely,
Freida Chesser
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 494A00039110

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P94000063089

Entity Name: PROPERTY VALUATION & CONSULTING, INC.

Current Principal Place of Business:

204 S. DILLARD ST.
WINTER GARDEN, FL 34787

Current Mailing Address:

204 S. DILLARD ST.
WINTER GARDEN, FL 34787 US

FEI Number: 59-3267546

FILED
Feb 12, 2024
Secretary of State
5677319219CC

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

ROBINSON, SANDRA
3393 MAZUR DRIVE
MELBOURNE, FL 32901 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PSV	Title	T
Name	ROBINSON, SANDRA	Name	ROBINSON, TERI E
Address	3393 MAZUR DRIVE	Address	800 WINDERGROVE COURT
City-State-Zip:	MELBOURNE FL 32901	City-State-Zip:	OCOEE FL 34761

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: TERI ROBINSON TREASURER 02/12/2024

Electronic Signature of Signing Officer/Director Detail — Date

06/18/2024 22:55 FAX 4076560486 WILLIAM H ASMA PA 001/005

6/20/24, 2:10 PM Division of Corporations

P94000063085 1

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H24000214584 3)))

H24000214584ABCJ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6388

From:
Account Name : ASMA & ASMA, P.A.
Account Number : I20060000067
Phone : (407)656-5750
Fax Number : (407)656-0486

2024 JUN 20 AM 9:28

FILED

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: john@propertyvalue.com

COR AMND/RESTATE/CORRECT OR O/D RESIGN
PROPERTY VALUATION & CONSULTING, INC.

Certificate of Status	0
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Estimated Charge	$35.00

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Articles of Amendment
to
Articles of Incorporation
of

Property Valuation & Consulting, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P94000063089

(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: John Robinson

800 Windergrove Ct
(Florida street address)

New Registered Office Address: Ocoee, Florida 34761
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

John Robinson
Signature of New Registered Agent, if changing

Check if applicable
☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)
Please note the officer/director title by the first letter of the office title:
P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.
Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.
Example:

X Change	PT	John Doe
X Remove	V	Mike Jones
X Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) ___ Change	PSV	SANDRA ROBINSON	3393 MAZUR DR.
___ Add			MELBOURNE, FL 32901
X ___ Remove			
2) ___ Change	P	JOHN ROBINSON	800 WINDERGROVE CT.
X ___ Add			OCOEE, FL 34761
___ Remove			
3) ___ Change			
___ Add			
___ Remove			
4) ___ Change			
___ Add			
___ Remove			
5) ___ Change			
___ Add			
___ Remove			
6) ___ Change			
___ Add			
___ Remove			

E. **If amending or adding additional Articles, enter change(s) here:**
(Attach *additional sheets, if necessary*). *(Be specific)*

F. **If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**
(*if not applicable, indicate N/A*)

The date of each amendment(s) adoption: January 1, 2024, if other than the date this document was signed.

Effective date if applicable: January 1, 2024
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

Dated June 3, 2024

Signature Teri Robinson

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Teri Robinson
(Typed or printed name of person signing)

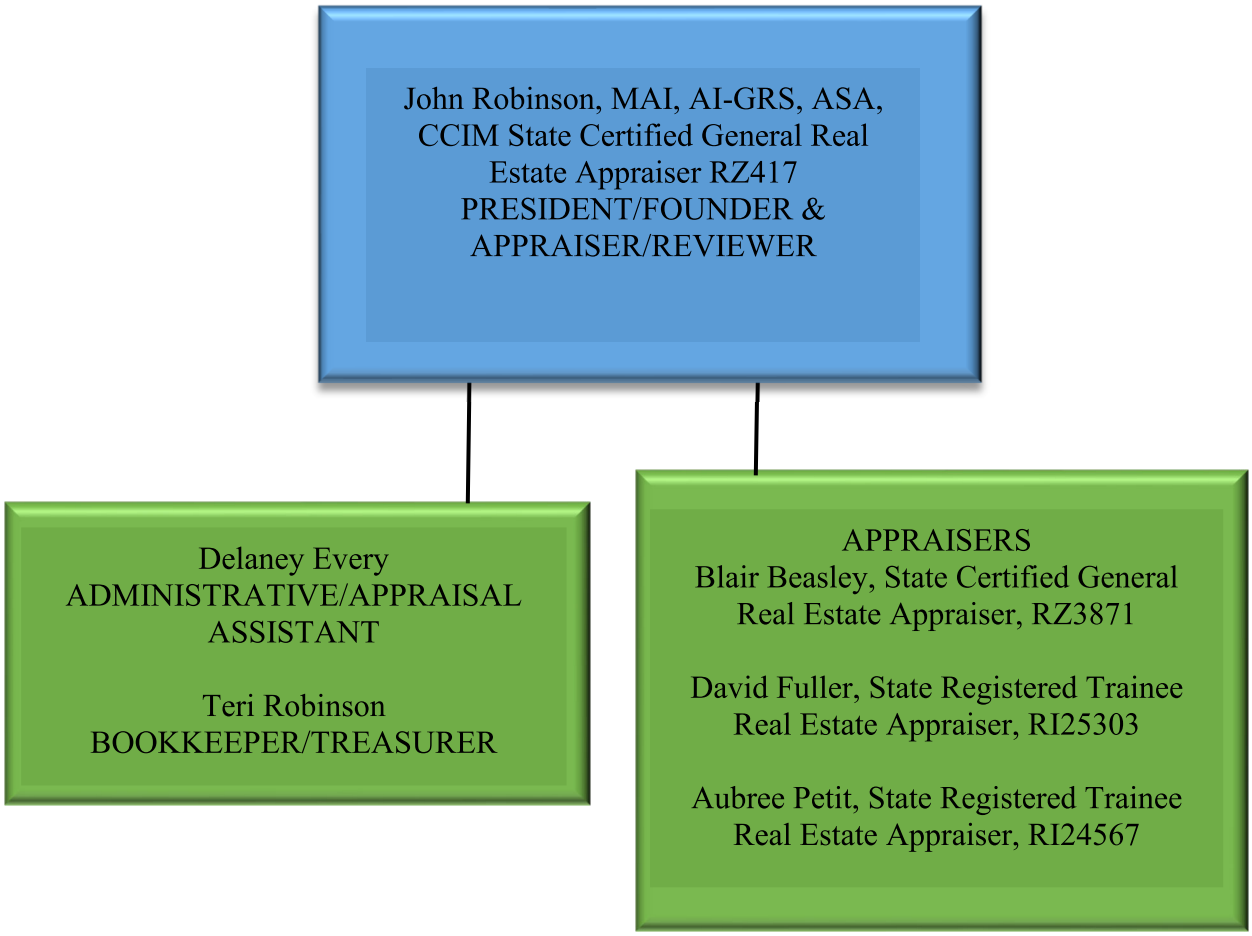
Treasurer
(Title of person signing)

ORGANIZATION OF TEAM

PROPERTY VALUATION & CONSULTING, INC.

Property Valuation & Consulting, Inc. is composed of two part-time employees, the original founder/president, and three associates. The company has operated as a State of Florida corporation under the same name without interruption since August, 1994. Our Federal Employer Identification Number is 59-3267546. Property Valuation & Consulting, Inc. has demonstrated financial stability since its inception and has been continually in legal compliance to date.

ORGANIZATIONAL STRUCTURE



Property Valuation & Consulting, Inc.

Contact Person
Blair Beasley, State Certified General Real Estate Appraiser, RZ3871
ASSOCIATE/SENIOR APPRAISER/CONSULTANT
204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 104
blair@propertyvalue.com

John Robinson, MAI, AI-GRS, ASA, CCIM
State Certified General Real Estate Appraiser, RZ417
FOUNDER/SENIOR APPRAISER/REVIEWER/CONSULTANT
204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 101
john@propertyvalue.com

David Fuller, State Registered Trainee Real Estate Appraiser, RI25303
ASSOCIATE-Commercial Appraiser
204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 102
dave@propertyvalue.com

Aubree Petit, State Registered Trainee Real Estate Appraiser, RI24567
ASSOCIATE-Residential Appraiser
204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 103
aubree@propertyvalue.com

Delaney Every
ADMINISTRATIVE/APPRAISAL ASSISTANT
204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 100
delaney@propertyvalue.com

Teri Robinson
BOOKKEEPER/TREASURER

204 S Dillard St.
Winter Garden, FL 34787
407-877-0200 ext. 101
teri@propertyvalue.com

Sub-Consultants:
We do not anticipate the use of sub-consultants.

QUALIFICATIONS OF JOHN A. ROBINSON, MAI, AI-GRS, CCIM, ASA Page 1
State-Certified General Real Estate Appraiser #RZ417

Business Address:
Property Valuation & Consulting, Inc.
204 S. Dillard Street, Winter Garden, FL 34787
(407) 877-0200 Fax: (407) 877-8222

Residence Address:
800 Windergrove Court
Ocoee, Florida 34761

Education
Auburn University - Auburn, Alabama
BS in Business Administration, Major: Finance, December 1982
Melbourne High School - Melbourne, Florida

Appraisal courses sponsored by IAAO:
Course 300-Fundamentals of Mass Appraisal, Orlando, FL, May 2016
Course 201-Appraisal of Land, Lake Mary, FL, August 2016

Appraisal courses sponsored by The Appraisal Institute:
Course 1A, Part 1 - Real Estate Appraisal Principles, Univ. of North Carolina, July 1984
Course 1A, Part 2 - Basic Valuation Procedures, University of San Diego, June 1985
Course 1B, Part A - Capitalization Theory and Techniques, Orlando, Florida, May 1986
Course 1B, Part B - Capitalization Theory and Techniques, Daytona Beach, Florida, September 1986
Course 2-3 - Standards of Professional Practice, Orlando, Florida, March 1987
Course 2-1 - Case Studies in Real Estate Valuation, Orlando, Florida, May 1987
Course 2-2 - Valuation Analysis & Report Writing, Arizona State Univ., February 1988
Comprehensive Examination, Atlanta, Georgia, August 1988
Course 6 - Computer Assisted Investment Analysis, College Park, Maryland, June 1990
Course II520 - Highest & Best Use and Market Analysis, Orlando, Florida, March 1994
Course 430 - Standards of Professional Practice, Part C, Orlando, Florida, Sept. 1997
Course 430 - Standards of Professional Practice, Part C, Altamonte Springs, FL, Nov. 2002
Condemnation Appraising: Principles & Applications, Destin, FL, April 2009
Review Theory-General, Orlando, FL May 2014

Courses sponsored by the CCIM (Certified Commercial Investment Member) Institute:
Course CI 101 - Financial Analysis for Commercial Real Estate, October 1997
Course CI 201 - Market Analysis for Commercial Investment Real Estate, May 1998
Course CI 104 - Investment Analysis for Commercial Investment Real Estate, May 1999
Comprehensive Examination – Orlando, Florida, November 1999

Courses sponsored by CoreLogic
Marshall & Swift Commercial Cost Approach Certificate, May 2016

Courses sponsored by the American Society of Farm Managers and Rural Appraisers:
Valuation of 'Conservation Easements' & Other Partial Interests in Real Property, September 2009

Appraisal seminars sponsored by The Appraisal Institute (and South Florida Water Management District):
Rate Extraction/Application, July 1989
Impact of Environmental Considerations on Real Estate Appraisals, July 1989
Standards of Professional Practice Update, July 1990
Appraisal Regulations of the Federal Banking Agencies, November 1990
Environmental Concerns, September 1991
Subdivision Analysis, November 1991

Standards of Professional Practice, October 1992
Americans with Disabilities Act, February 1993
Rates, Ratios & Reasonableness, February 1993
Appraisal Review Overview, August 1993
ARGUS Beginning Training, October 1993
Appraising Troubled Properties, November 1993
Limited Appraisal Round Table, June 1994
Uniform Standards of Professional Appraisal Practice Update*, June 1994
(Instructed for Lincoln Graduate Center)
HUD/FHA Training Session, November 1994
Principles of Appraisal Review*, January 1995 (Instructed for Lincoln Graduate Center)
Analyzing Operating Expenses, March 1995
Fair Lending and the Appraiser, June 1995
Farm and Land Appraisal*, June 1995 (Instructed for Lincoln Graduate Center)
The Internet and Appraising, February 1997
Understanding and Using DCF Software: A Comparison of ARGUS, PRO-JECT and
DYNALEASE, December 1997
USPAP Update Core Law For Appraisers, February 1998
Econometrics, June 1999
Public Market for Real Estate, June 1999
General Appraiser USPAP Update, June 1999
Client Satisfaction/Retention/Development, June 1999
Technology Forum, June 1999
Appraising from Blueprints & Specifications, February 2000
Current Appraisal Issues in Florida (South Florida Water Management District), May 2000
Professional Standards USPAP Update/Florida Law for Real Estate Appraisers, August 2000
Florida State Law and USPAP Review for Real Estate Appraisers, April 2002
Appraisers and the Gramm-Leach-Bliley Act, April 2002
Mark-to-Market-The Next FIRREA, April 2002
Current Appraisal Issues in Florida (South Florida Water Management District), May 2002
Internet Appraisal Research and the Florida Appraiser, May 2003
2003 South Florida Water Management District Appraisal Seminar, May 2003
Appraising A Proposed Property, February 2004
Florida Appraiser's State Law Update, March 2004
Course 400 – National USPAP Update Course, March 2004
Uniform Standards for Federal Land Acquisitions, March 2004
2004 South Florida Water Management District Appraisal Seminar, May 2004
Real Estate Finance, Value and Investment Performance, February 2005
2005 South Florida Water Management District Appraisal Seminar, May 2005
Subdivision Valuation: A Comprehensive Guide to Valuing Improved Subdivisions, February 2006
2006 South Florida Water Management District Appraisal Seminar, April 2006
2006 Scope of Work and the New USPAP Requirements Seminar, June 2006
2006 New Technology for the Real Estate Appraiser: Cool Tools Seminar, June 2006
Florida Core Law and National USPAP Update, September 2006
Business Practices and Ethics, May 2007
2007 South Florida Water Management District Appraisal Seminar, May 2007
USPAP Update Course including Florida Law and Supervisor/Trainee Roles & Relationships, April 2008
2008 South Florida Water Management District Appraisal Seminar, May 2008
Course-I400 – National USPAP Update Course, July 2010

Florida Law and Supervisor/Trainee Roles & Rules, July 2010
Uniform Standards for Federal Land Acquisitions: Yellow Book, February 2011
Appraising the Appraisal, January 2012
Business Practices and Ethics, March 2012
Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets, March 2012
Trial Components: Recipe For Success of Disaster?, August 2012
USPAP Update Course, November 2012
Marketability Studies: The Six-Step Process and Basic Applications, March 2013
Marketability Studies: Advanced Considerations and Applications, March 2013
Front of the House/Back of the House, April 2013
Central Florida Real Estate Forum-The Road to Recovery, September 2013
Critical Thinking in Appraisals, January 2014
Introduction to Land Valuation, April 2014
USPAP Update Course, September 2014
STDB Hands-On Presentation Training Course, August 2015
USPAP Update Course, July 2016
Business Practices and Ethics, March 2017
Central Florida Real Estate Forum, October 2017
Solving Land Valuation Puzzles, February 2018
USPAP Update Course, April 2018
2018 Central Florida Real Estate Forum, October 2018
Evaluating Commercial Leases, February 2019
Supervisory Appraiser/Trainee Appraiser Course, February 2019
2018 Central Florida Real Estate Forum, October 2018
2019 Central Florida Real Estate Forum, October 2019
USPAP Update Course, January 2020
Valuation Impacts of COVID-19 webinar, April 2020
The Cost Approach: Unnecessary or Vital to a Healthy Practice?, October 2020
Business Practices and Ethics, May 2021
Inconsistency: It's Hiding in Plain Sight in Your Appraisal, August 2021
Central Florida Real Estate Forum, March 2022
Florida Law, June 2022
USPAP Update Course, July 2022
Avoiding Bias and Building a Bias Defense, March 2023
Appraisal Review Involving Appraisals by Multiple Appraisers, April 2023
Fundamentals for Uniform Standards for Federal Land Acquisitions: Yellow Book, May 2023
Capital Reserve Studies, October 2023
Impact of Short-Term Rentals, January 2024
USPAP Update Course, May 2024

Real Estate Experience

2017-2019 - Assistant Vice President, Appraisal Department, Valley National Bank, Orlando, FL
2015-2017 – Senior Commercial Real Estate Valuation/VAB Advisor Orange County Property Appraiser, Orlando, FL
2000 - President, Property Investment Specialists, Inc., Winter Garden, FL
1994 - Founder and Former President, Property Valuation & Consulting, Inc., Orlando, FL
1991-1994 - Vice President/Senior Review Appraiser, First Union Corporation, Orlando, FL
1990-1991 - Appraisal Review Officer, Southeast Bank, N.A., Orlando, FL
1986-1990 - Senior Appraiser, SEMCO Services, Inc., Orlando, FL
1985-1986 - Appraiser, Pardue, Heid, Church, Smith & Waller, Inc., Orlando, FL



QUALIFICATIONS OF JOHN A. ROBINSON, MAI, AI-GRS, CCIM, ASA Page 4
State-Certified General Real Estate Appraiser #RZ417

1983-1985 - Appraiser/Property Manager, Sherrill Realty Company, Pensacola, FL

Appraisal experience includes narrative and form report writing and review of single-family and multi-family, residential, agricultural, commercial (office, retail, hotels/motels), industrial, special purpose and vacant land properties. Experience includes providing expert witness testimony.

Publications
"Scope of the Appraisal - A Practical Analysis", *The Appraisal Journal*, January 1992, *The Canadian Appraiser*, Winter 1993

Professional Affiliations and Memberships
Member Appraisal Institute (MAI Number 8135-Account No. 47472)
Certified Commercial Investment Member (CCIM Number 9080)
Accredited Senior Appraiser, Real Property-American Society of Appraisers (Member ID 123278)
Former Member IAAO (International Association of Assessing Officers), Member ID 10197078
State-Certified General Appraiser, License No. RZ417
Licensed Florida Real Estate Broker/Salesman - Active Status
1991 and 1993 Young Advisory Council - Appraisal Institute
Florida General Appraiser Instructor, License No. GA1000019
Former Instructor for Lincoln Graduate Center, San Antonio, Texas
Approved Instructor for Valencia College Adult Ed. (R.E. Appraisal), Orlando, Florida
Selected as Special Magistrate for Orange County (1994-1996, 1998, 1999, 2001-2007, 2009-2014, 2018-2019, and 2023), Seminole County (1997-2000, 2002-2003, 2006, 2010-2011, 2017, and 2019-2023), Volusia County (1999-2009, 2017, and 2019-2021), Brevard County (1999-2012, 2014, and 2018), Indian River County (2004-2007), Citrus County (2005, 2006, 2008-2009, 2013, and 2017-2023), Hillsborough County (2008-2014, 2017-2018, and 2020-2023), Pinellas County (2008-2014, 2017-2018, and 2021-2023), Lake County (2019-2023), Osceola County (2014, and 2021-2023), Escambia County (2012), Polk County (2013-2014, 2017, and 2021-2023), Pasco County (2013-2014), Hernando County (2012, 2020, 2022, and 2023), Sarasota County (2017, 2019-2021, and 2023), Alachua County (2017-2018, 2020, 2021, and 2023), Leon County (2019-2023), Sumter County (2020, 2021, and 2023), Manatee County (2023) and Okaloosa County (2010-2011, and 2015)

References
Available upon request

QUALIFICATIONS OF BLAIR BEASLEY
State-Certified General Real Estate Appraiser #RZ3871

Business Address
Property Valuation & Consulting, Inc.
204 South Dillard Street
Winter Garden, FL 34787
(407) 877-0200, Fax: (407) 877-8222

Education
Florida State University Tallahassee, FL
Bachelor of Science in Real Estate and Marketing, April 2011

Appraisal & Real Estate Courses

Introduction to Real Estate: Florida State University	Tallahassee, FL	December 2009
Real Estate Valuation: Florida State University	Tallahassee, FL	December 2010
Real Estate Finance: Florida State University	Tallahassee, FL	December 2010
Real Estate Market Analysis: Florida State University	Tallahassee, FL	April 2011
Real Estate Investment: Florida State University	Tallahassee, FL	April 2011
Legal Environment of Real Estate: Florida State University	Tallahassee, FL	April 2011
National USPAP 15 Hour Course, Steve Williamson Real Estate Education Specialists	Orlando, FL	April 2012
General Appraiser Market Analysis and Highest & Best Use	Maitland, FL	April 2013
Business Practices and Ethics	Online	February 2014
7-Hour National USPAP Update Course	Orlando, FL	November 2014
Florida Law	Orlando, FL	November 2014
7-Hour National USPAP Update Course	Orlando, FL	May 2016
7-Hour National USPAP Update Course	Orlando, FL	April 2018
Florida Law	Orlando, FL	April 2018
Appraising Small Apartment Properties	Online	November 2018
Basic Hotel Appraising – Limited Service Hotels	Online	November 2018
Appraisal of Land Subject to Ground Leases	Online	November 2018
Supervisor Appraiser/Trainee Appraiser Course	Online	August 2019
7-Hour National USPAP Update Course	Orlando, FL	February 2020
Three Hour Florida Law	Virtual Classroom	September 2020
The Cost Approach: Unnecessary or Vital to a Healthy Practice	Virtual Classroom	October 2020
Uniform Appraisal Standards for Federal Land Acquisitions	Online	November 2020
Business Practices and Ethics	Virtual Classroom	November 2021
7-Hour National USPAP Update Course	Virtual Classroom	October 2022
Three Hour Florida Law	Virtual Classroom	October 2022
Rates and Ratios: Making Sense of GIMs, OARs and DCF	Online	November 2022
Analyzing Operating Expenses	Online	November 2022

Appraisal seminars sponsored by The Appraisal Institute
Critical Thinking in Appraisals, January 2014

Real Estate Experience
September 2011 - Present - Associate, Property Valuation & Consulting, Inc., Winter Garden, FL

Appraisal experience includes narrative and form report writing of commercial and residential vacant land, agricultural land, proposed residential subdivision properties, recreational facilities, retail buildings, industrial buildings, office buildings, day care facilities, greenhouse/nursery, commercial condominium properties, religious facilities/houses of worship, and other special purpose properties. This includes research, data collection, verification and analysis.

References: Available upon request.

QUALIFICATIONS OF DAVID FULLER
State-Registered Trainee Real Estate Appraiser #RI25303

Business Address
Property Valuation & Consulting, Inc.
204 South Dillard Street
Winter Garden, FL 34787
(407) 877-0200, Fax: (407) 877-8222

Education

Crummer Graduate School of Business, Rollins College Masters of Business Administration (Finance)	Winter Park, FL	Dec. 2002
Auburn University Bachelor of Arts (PR/Journalism)	Auburn, AL	Dec. 1993

Appraisal and Real Estate Courses

GoldCoast Real Estate Appraisal School Courses:

Basic Residential Appraisal Procedures	Orlando, FL	October 2021
Basic Residential Appraisal Principles	Orlando, FL	October 2021
Florida Appraisal Law	Orlando, FL	October 2021
2020-2021 15-Hour Equivalent USPAP Course	Orlando, FL	October 2021
National Appraising for the Supervisor and Trainee	Orlando, FL	October 2021
L&R - Appraisal Laws and Rules	Online	October 2022

Real Estate Experience
October 2021 - Present - Associate, Property Valuation & Consulting, Inc., Winter Garden, FL

Appraisal experience includes narrative report writing of commercial vacant land, residential land, office buildings, and church properties. This includes research, data collection, verification and market analysis.

2004-Present – Florida Licensed Real Estate Broker BK 3091132

Experience includes both real estate transactions totaling more than $50 million and fee development services for various entitlement projects in central Florida. Experience encompasses commercial/residential/raw land, office, industrial and conservation real estate properties.

References
Available upon request.

QUALIFICATIONS OF AUBREE T. PETIT
State Registered Trainee Real Estate Appraiser #RI24567

Business Address
Property Valuation & Consulting, Inc.
204 South Dillard Street
Winter Garden, FL 34787
(407) 877-0200, Fax: (407) 877-8222

Education
Valencia College Orlando, FL
Associate of Arts August 2011

Appraisal Courses

Basic Appraisal Principles	Appraisal Institute, Online	June 2017
Basic Appraisal Procedures	Appraisal Institute, Online	June 2017
USPAP 15 Hour Course	Appraisal Institute, Online	July 2017
Florida Appraisal Law	Steve Williamson, Online	July 2018
Supervisor/Trainee	Steve Williamson, Online	July 2018
Florida Real Estate Appraisal Laws & Rules	Bert Rodgers, Online	May 2020
Mortgages, Appraiser, & Foreclosures	Bert Rodgers, Online	September 2020
USPAP Update 7 Hour Course	Bert Rodgers, Online	September 2020
An Appraiser's Guide to Expert Witness	Bert Rodgers, Online	September 2020
Appraising Small Residential Income Properties	Bert Rodgers, Online	October 2020
USPAP Update 7 Hour Course	McKissock, Online	July 2022
Florida Appraisal Law	McKissock, Online	July 2022
Valuation of Residential Solar	McKissock, Online	July 2022
Green Building Concepts for Appraisers	McKissock, Online	July 2022
Supporting your Adjustments	McKissock, Online	July 2022
Residential Property Inspections	McKissock, Online	July 2022

Appraisal Experience
March 2015 to Present - Associate, Property Valuation & Consulting, Inc., Winter Garden, FL
Appraisal experience includes assisting with narrative and form report writing for residential properties and vacant land, and includes research, data collection, verification and analysis.

Real Estate Courses

Florida Post Licensing – Finance & Economics	CE Shop, Online	March 2016
Florida Post Licensing – Business Planning	CE Shop, Online	March 2016
Florida Post Licensing – Market Specialties	CE Shop, Online	March 2016
Florida Realtors, Florida Bar Contract	ORRA, Orlando, FL	August 2016
2015 Real Estate Legal Summit	ORRA, Orlando, FL	September 2016
Excellence in Professionalism	ORRA, Orlando, FL	November 2016
Florida Core Law	CE Shop, Online	January 2018
ABCs of a CMA	Appraisal Experts, Inc., Orlando, FL	September 2018
The Code of Ethics in Action	CE Shop, Online	December 2018
Florida Core Law	CE Shop, Online	June 2019
Identifying Homebuying Advantages for Veterans	CE Shop, Online	November 2019
Technology Tools, Trends, & Risk Management	CE Shop, Online	January 2020
Ethics at Work	CE Shop, Online	January 2022
Document Diligence: Safeguarding Transactions	CE Shop, Online	March 2022
Assistance Animals and Fair Housing	CE Shop, Online	March 2022

Professional Memberships
Licensed Real Estate Sales Associate – Active Status, September 2014

QUALIFICATIONS OF DELANEY EVERY

Business Address
Property Valuation & Consulting, Inc.
204 Sout Dillard Street
Winter Garden, FL 34787
(407) 877-0200 x 100

Education

University of Arizona, College of Education, Tucson, AZ
- Bachelors of Science in Learning, Literacy and Leadership — December 2021

Northern Arizona University, Flagstaff, AZ
- 2017-2019

Appraisal and Real Estate Courses

Basic Appraisal Principles	Online	November 2023
Basic Appraisal Procedures	Online	March 2024
FL Trainee Appraiser Subject Matter Electives	Online	April 2024
2024-2025 National 15- Hour USPAP Course	Online	June 2024
FL Supervisor-Trainee Course	Online	June 2024

Real Estate Experience

Property Valuation & Consulting — Winter Garden, FL — August 2022-present
Administrative/Appraisal Assistant
- Aids appraisers in research and preparation of reports.
- Manages daily tasks in the office including marketing, client communication and preparing bids.

Every Appraisal Service — Tucson, AZ — November 2021-June 2022
Remote Appraisal Assistant
- Conducted and organized accurate research using multiple software and online platforms.
- Prepared reports of all commercial varieties including inserting appropriate data.

TEAM MANAGEMENT

Team Management

All assignments prepared for the City of New Smyrna Beach will be treated with the highest due diligence and quality assurance. In house management methods regarding product quality assurance include a thorough review of the research, data and analysis by John Robinson, MAI, AI-GRS, ASA, CCIM or Blair Beasley (both State-Certified appraisers) at the point that these aspects of the assignment are complete. In conjunction with this review, the staff appraiser prepares a working file that is available on our in-house network and provides details of the data used in the analysis. Any assignments awarded by the City would be completed in-house by qualified staff members. Our office has several methods of retrieving data in order to ensure that no data is overlooked, and several sources are used to confirm details of data to be used, in order to avoid errors/inconsistencies in the data. These data sources include CoStar/Loopnet, and MLS and various brokerage web sites and county Property Appraiser's sites. A final review of the written report then follows, upon satisfactory review of the valuation problem. Once the appraisal report is produced (electronic copies are produced in pdf files for submission and hard copies are printed, punched and bound), a final cursory review is then made in order to verify that the document is complete. Depending on the scope of work and complexity of the assignment, the time schedule from start to completion of the project can range from one to two weeks up to 30 to 90 days in most scenarios.

Our firm's current workload includes one residential appraisal assignment in Altoona/Lake County as well as three commercial appraisal assignments including an easement in Flagler County, vacant land in DeLand/Volusia County, and vacant land in Kissimmee/Osceola County.

Schedules are based on the due dates of the assignments. Checkpoints that serve as progress reports for research, inspections, worksheets and narrative writing are performed throughout the term of each assignment. When personnel are working at capacity and another assignment comes in, extra hours are put in by all team members to insure timely delivery dates. Our firm works diligently to complete our assignments at the highest quality and operates paperless, enabling the most efficient use of time.

In order to assure that projects adhere to schedule, our team implements weekly meetings and checklists to confirm that the project is moving forward as projected for delivery on or before the contracted due date. Responsiveness and communication are of utmost importance to the PV&C team. The City can expect an email response to all communications within 24 hours or less. Alternatively, phone calls from the City will be returned no later than the end of the same business day.

A typical, 15 Business Day delivery would schedule accordingly:

Day 1: Accept engagement, start electronic job folder with subject property information, job checklist completed, inspection date set with property contact

Day 2-5: Research information and comparables to determine highest and best use and basis for valuation opinion

Day 6: Inspection of the subject and comparables with pictures and field notes

Day 7-9: Worksheets and internal review of the worksheets

Day 10-13: Information compiled into narrative format, internal review of completed project

Day 14-15: Corrections, finalization and delivery of the appraisal report to client

EXPERIENCE

Experience

Project Name: Dr. Mary McLeod Bethune Blvd Mixed-Use Project
Location: Daytona Beach/Volusia County
Contact: Michele Toliver, Redevelopment Project Manager, 386-671-8185
Owner: Barbra J. Jones
Description of Work: Provide the as is market value of the fee simple estate of 6,956 SF mixed-use building with substantial fire damage and adjacent parking lot
Name and Role of Key Personnel Involved: Blair Beasley, Senior Appraiser, Dave Fuller, State-Registered Trainee Appraiser
Project Status: Completed

Project Name: DeBary Vacant Riverfront Wetlands
Location: DeBary/Volusia County
Contact: Dean Barberree, 407-856-4899
Owner: HR Rivington, LLC
Description of Work: Provide the as is market value of the fee simple estate of 54.79 gross acres of jurisdictional wetlands with 1,400 feet of frontage along the St. Johns River
Name and Role of Key Personnel Involved: Blair Beasley, Senior Appraiser
Project Status: Completed

Project Name: Tomoka Marshes Parcels
Location: Ormond Beach/Volusia County
Contact: Sheila Theus, Real Estate Services Program, 386-312-2342
Owner: Frank A. Ford
Description of Work: Provide the as is market value of the fee simple estate of 1,207 gross and approximately 72 net upland acres
Name and Role of Key Personnel Involved: Blair Beasley, Senior Appraiser, John Robinson, Principal Appraiser
Project Status: Completed

Project Name: East Coast Regional Rail Trail Deep Creek Reserve
Location: Osteen/Volusia County
Contact: Frances Alford, Senior Appraiser, 850-756-9776
Owner: TIITF
Description of Work: Provide the as is market value of the fee simple estate of a 7.5 acre strip of vacant land
Name and Role of Key Personnel Involved: Blair Beasley, Senior Appraiser, John Robinson, Principal Appraiser
Project Status: Completed

Project Name: Carlson Properties
Location: DeBary/Volusia County
Contact: Carmen Rosamonda, City Manager, 386-668-2040
Owner: Richard D. Carlson
Description of Work: Provide the as is market value of the fee simple estate of 35.10 gross and 17.23 useable acres
Name and Role of Key Personnel Involved: Blair Beasley, Senior Appraiser, Dave Fuller, State-Registered Trainee Appraiser
Project Status: Completed

PROJECT APPROACH

Project Management Procedure

Once an assignment is available to bid or awarded by the City, the appraisers determine by a highest and best use study/analysis which approaches to value are appropriate to apply. If the property has contributory improvements, a sales comparison and income approach would likely (assuming the property is income-producing) be applied. In addition, the cost approach would be applied for improvements that have new or newer construction (generally within 15 years or less) or if the property is special purpose (houses of worship, golf course, bowling center, day care, skating rink, etc.). For unimproved/vacant land properties, the sales comparison approach would typically be the only applicable approach, unless there is an active market for ground leases. The content of the completed appraisal document will present these components to value with appropriate detail. For a typical assignment, only one site visit is necessary to complete an appraisal. During that site visit the appraiser will take photographs of the property to include in the report, measurements of any existing improvements to verify accurate information and will record voice notes during the inspection to ensure important details are not missed.

An electronic tracking system is provided on our secure computer network for efficiencies between staff and management which also provides efficient reporting to our clients regarding project status. Appraisal files/documentation are maintained on our secure computer network for the minimum time as required by the Uniform Standards of Professional Appraisal Practice.

Our team at Property Valuation & Consulting, Inc. is confident that we can successfully provide appraisal services including but not limited to: appraisals, appraisal reviews, appraisal updates, consultations and feasibility studies for the City of New Smyrna Beach on an as needed basis. Our research resources, paired with nearly 40 years of real estate experience in central Florida, will ensure that we can provide timely and accurate market values of parcel's identified by the city for any valuation assignments.

TEAM LOCATION

204 S. Dillard Street
Winter Garden, FL 34787

REFERENCES

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Wilson Island			
Type of Project/Service: Provide a market value of the fee simple estate 175.96 gross and 61.71 net upland acres of unimproved land			
Address: south side of Cherry Lake Road, west of Wilson Lake Parkway and east of Cherry Lake			
Contracting Agency/Client: St. John's River Water Management District			
Contact Name and Phone #: Sheila Theus, 386-312-2342			
Contact Email Address and Fax #: STheus@sjrwmd.com			
Contract Amount: $5,500	Start Date: 4/16/2024		End Date: 5/31/2024
Project #2:			
Project Name: Baptist Island Road			
Type of Project/Service: Provide a market value of the fee simple estate of two unimproved parcels totaling 30 acres			
Address: South of Baptist Island Road on the east side of an unpaved access easement			
Contracting Agency/Client: Lake County School Board			
Contact Name and Phone #: Kelly Randall, Supervisor of Growth Planning, 352-253-6698			
Contact Email Address and Fax #: randallk@lake.k12.fl.us			
Contract Amount: $2,500	Start Date: 5/30/2024		End Date: 6/21/2024
Project #3:			
Project Name: Proposed Winter Springs West Water Treatment Facility			
Type of Project/Service: Provide a market value of the fee simple estate of a 22.57-acre portion of the former Los Lagos Golf Course			
Address: North of West State Rd 434, west of Winter Park Dr and east of Fountaintree Dr			
Contracting Agency/Client: City of Winter Springs			
Contact Name and Phone #: Ed Barfield, 407-993-5759			
Contact Email Address and Fax #: ed@barfieldgroup.com			
Contract Amount: $7,500	Start Date: 6/13/2024		End Date: 7/2/2024

Project #4:				
Project Name: Indian River Lagoon Blueway				
Type of Project/Service: Provide a market value of the fee simple estate of 2,049.5 gross and 74.8 net upland acres of vacant land				
Address: Silver Palm Drive/Volco Road				
Contracting Agency/Client: Department of Environmental Protection				
Contact Name and Phone #: Julie Story, 850-245-2653				
Contact Email Address and Fax #: julie.m.story@floridadep.gov				
Contract Amount: $4,730	Start Date: 7/11/2023		End Date: 8/11/2023	
Project #5:				
Project Name: Shingle Creek				
Type of Project/Service: Provide market values of the fee simple estate for 7 vacant tracts with substantial wetlands				
Address: N/A, all tracts located within Shingle Creek				
Contracting Agency/Client: South Florida Water Management District				
Contact Name and Phone #: Wayne Lewis,561-682-6689				
Contact Email Address and Fax #: wlewis@sfwmd.gov				
Contract Amount: $6,100	Start Date: 1/19/2024		End Date: 2/19/2024	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

STATEMENT OF ACCEPTANCE OF CONDITIONS

Property Valuation & Consulting, Inc., hereby accepts the general terms and conditions and insurance requirements outlined by the City of New Smyrna Beach in conjunction with RFQ 24-26-PLAN for Property Appraisal Services with no exceptions.

CITY REQUIRED FORMS

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 # 26-24-PLAN described as:

Property Appraisal Services

Property Valuation & Consulting, Inc.	7/9/2024
Firm	Date
Teri E Robinson	Teri Robinson, Vice President
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.

Teri Robinson — Date: 7/9/2024

Authorized Signature

Teri Robinson, Vice President

Print Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

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.

Teri Robinson — Date: 7/9/2024

Authorized Signature and Title

Teri Robinson, Vice President

Print Name and Title

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

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Contact Email Address and Fax #: STheus@sjrwmd.com			
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Contact Name and Phone #: Kelly Randall, Supervisor of Growth Planning, 352-253-6698			
Contact Email Address and Fax #: randallk@lake.k12.fl.us			
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Contracting Agency/Client: City of Winter Springs			
Contact Name and Phone #: Ed Barfield,407-893-5759			
Contact Email Address and Fax #: ed@barfieldgroup.com			
Contract Amount: $7,500	Start Date: 6/13/2024		End Date: 7/2/2024

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Contracting Agency/Client: Department of Environmental Protection				
Contact Name and Phone #: Julie Story, 850-245-2653				
Contact Email Address and Fax #: julie.m.story@floridadep.gov				
Contract Amount: $4,730	Start Date: 7/11/2023		End Date: 8/11/2023	
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Type of Project/Service: Provide market values of the fee simple estate for 7 vacant tracts with substantial wetlands				
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Contracting Agency/Client: South Florida Water Management District				
Contact Name and Phone #: Wayne Lewis,561-682-6689				
Contact Email Address and Fax #: wlewis@sfwmd.gov				
Contract Amount: $6,100	Start Date: 1/19/2024		End Date: 2/19/2024	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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.

Property Valuation & Consulting, Inc.

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Teri Robinson, VP/Tresurer

OFFICER TITLE

7/17/2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFQ 26-24-PLAN
BID TITLE:	Property Appraisal Services

Respondent Information	
Company Name: Property Valuation & Consulting, Inc.	Federal Employer Identification Number or SS Number: 59-3267546 DUN Number: #95-694-0258
Mailing Address: 204 S. Dillard Street	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code: Winter Garden, FL 34787	Incorporated in the State of: Florida
Corporate Address: 204 S. Dillard Street	What kind of business: "For Profit" or "Not for Profit" For Profit
	Is Firm in good standing: (Yes) or No
City, State, Zip Code: Winter Garden, FL 34787	Authorized to transact business in Florida (Yes) or No
Telephone No. 407-877-0200	State of Florida Department of State Certificate of Authority Document No: P94000063089
Email Address: blair@propertyvalue.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: John Robinson	Vice President: Teri Robinson
Secretary: N/A	Treasurer: Teri Robinson
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.

Teri Robinson
Authorized Signature

Teri Robinson
Printed Name

Title: Vice President/Treasurer

Date: 7/17/2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: X REVISED VENDOR:_____

DATE: 7/17/2024

VENDOR NAME: Property Valuation & Consulting, Inc.

VENDOR DBA: Property Valuation & Consulting, Inc.

PRODUCT/SERVICE PROVIDED: Property Appraisal Services

DEPARTMENT: N/A

PREPARED BY: Blair Beasley

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
204 S. Dillard Street	204 S. Dillard Street	204 S. Dillard Street
ADDRESS	ADDRESS	ADDRESS
Winter Garden, FL	Winter Garden, FL	Winter Garden, FL
CITY/STATE	CITY/STATE	CITY/STATE
34787	34787	34787
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Blair Beasley

E-MAIL: blair@propertyvalue.com

OFFICE PHONE: 407-877-0200 ext. 104

FAX: 407-877-8222

MOBILE PHONE: N/A

FEDERAL TAX ID#: 59-3267546

DUNS Number: #95-694-0258

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)
Property Valuation & Consulting, Inc.

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.)
204 S. Dillard Street

Requester's name and address (optional)

City, state, and ZIP code
Winter Garden, FL 34787

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
59 : 3267546

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 7/17/2024

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,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

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: Property Valuation & Consulting, Inc.

FEIN: 59-3267546

Authorized Representative Name and Title: Teri Robinson, Vice President/Treasurer

Address: 204 S. Dillard Street

City: Winter Garden State: Florida Zip: 34787

Phone Number: 407-877-0200 Email Address: teri@propertyvalue.com

Certified By: Teri Robinson Vice President/Treasurer,
Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Teri Robinson

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[x] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	State of Florida	
Principal Place of Business (Enter Address)	204 S. Dillard Street, Winter Garden, FL 34787	
Federal I.D. Number	59-3267546	

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: Property Valuation & Consulting, Inc./Blair Beasley

Mailing Address: 204 S. Dillard Street, Winter Garden, FL 34787

Telephone Number: 407-877-0200 Fax Number: 407-877-9222 E-mail Address: blair@propertyvalue.com

Teri Robinson — Teri Robinson — 59-3267546

Authorized Signature — Printed Name — FEIN

Vice President/Treasurer — 7/17/2024

Title — Date

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.

Teri Robinson _____ Date: 7/19/2024

Authorized Signature and Title

Teri Robinson, Treasurer/VP

Print Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Required Form: List of Subcontractors

The Proposer proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Proposer shall not substitute subcontractors without approval from the City. Vendor shall attach additional sheets as necessary.

Subcontractor 1: N/A We do not anticipate the use of subcontractors.			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 2:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

Subcontractor 3:			
Name:			
City, State:			
Description of Work:			
Percent of Contract Price:		*Previous Experience Together:*	☐ Yes ☐ No

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL/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 Teri Robinson, Treasurer
(Print Individual's Name and Title)
for Property Valuation & Consulting, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is Real Estate Appraisal

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3267546

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,

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NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Volusia

Teri Robinson, being first duly sworn, deposes and says that:

He/she is Treasurer of Property Valuation Consulting 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.

Teri Robinson
Signed

Treasurer
Title

Subscribed and sworn to before me this 10th day of July, 2024

Title

My Commission Expires

SAFRAZ JADDUNATH
Notary Public - State of Florida
Commission # HH 533340
My Comm. Expires Jun 2, 2028

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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.

Jeri Robinson
(Signature)

Sworn and subscribed before me this 10th day of July 2024.

Personally known _____

OR produced identification FL DL

(Type of Identification)

(Notary)

Notary Public State of FL

My commission expires: _____

SAFRAZ JADDUNATH
Notary Public - State of Florida
Commission # HH 533340
My Comm. Expires Jun 2, 2028

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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: Property Valuation & Consulting, Inc.

Consultant E-Verify Registration Number: 2048732

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: Teri Robinson

Print Name: Teri Robinson

Sworn to and subscribed before me, by (X) physical presence or ( ) remote audio-visual means, this 10 Day of July, 2024. She/He is personally known to me or has produced FL DL As identification.

Notary Public

My commission expires:

SAFRAZ JADDUNATH
Notary Public - State of Florida
Commission # HH 533340
My Comm. Expires Jun 2, 2028

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of New Smyrna Beach

Before me, the undersigned authority, personally appeared _____

who was duly sworn, deposes, and states:

1. I am the Treasurer of Property Valuation Consulting, Inc. a local office in Winter Garden, Florida (City & State) and principal office in Winter Garden, 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 26-24-PLAN, Property Appraisal 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.

Teri Robinson
Typed Name

Treasurer
Title

Teri Robinson
Signed

July 10, 2024
Dated

Sworn to and subscribed before me this 10th day of July 2024

Personally known ___ OR produced identification X. Identification type: FL DL

Notary Public: State of FL County of Orange

Printed, typed, or stamped commissioned name of notary public

My commission expires: _____

SAFRAZ JADDUNATH
Notary Public - State of Florida
Commission # HH 533340
My Comm. Expires Jun 2, 2028

ADDENDUM

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Teri Robinson Proposer Signature: Teri Robinson

Property Valuation & Consulting, Inc.

Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): Teri Robinson Proposer Signature: Teri Robinson

Property Valuation & Consulting, Inc.

Firm Name (Please Print)

The Urban Group, Inc.
RFQ 26-24-PLAN, Property Appraisal Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **The Urban Group, Inc.,** duly authorized to conduct business in the State of Florida and whose address is **1217 E. Broward Blvd., Fort Lauderdale, Florida 33301**, 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 26-24-PLAN, Property Appraisal 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, this Agreement may be automatically renewed, under the same terms and conditions, for one (1) optional two (2) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled **RFQ 26-24-PLAN, Property Appraisal 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
B. Addendums
C. Award Bid Proposal
D. Fee Proposal
E. Affidavit for Human Trafficking

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

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

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

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

For City:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

_____
(Name, Title)

_____
(Company)

_____
(Address)

_____
(City, State, Zip)

_____
(Phone)

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

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

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

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

SECTION 13: HUMAN TRAFFICKING. Compliant with Florida Statutes, 787.06.

(1)(a) The Legislature finds that human trafficking is a form of modern-day slavery. Victims of human trafficking are young children, teenagers, and adults. Thousands of victims are trafficked annually across international borders worldwide. Many of these victims are trafficked into this state. Victims of human trafficking also include citizens of the United States and those persons trafficked domestically within the borders of the United States. The Legislature finds that victims of human trafficking are subjected to force, fraud, or coercion for the purpose of sexual exploitation or forced labor.

(b) The Legislature finds that while many victims of human trafficking are forced to work in prostitution or the sexual entertainment industry, trafficking also occurs in forms of labor exploitation, such as domestic servitude, restaurant work, janitorial work, sweatshop factory work, and migrant agricultural work.

(c) The Legislature finds that traffickers use various techniques to instill fear in victims and to keep them enslaved. Some traffickers keep their victims under lock and key. However, the most frequently used practices are less obvious techniques that include isolating victims from the public and family members; confiscating passports, visas, or other identification documents; using or threatening to use violence toward victims or their families; telling victims that they will be imprisoned or deported for immigration violations if they contact authorities; and controlling the victims' funds by holding the money ostensibly for safekeeping.

(d) It is the intent of the Legislature that the perpetrators of human trafficking be penalized for their illegal conduct and that the victims of trafficking be protected and assisted by this state and its agencies. In furtherance of this policy, it is the intent of the Legislature that the state Supreme Court, The Florida Bar, and relevant state agencies prepare and implement training programs in order that judges, attorneys, law enforcement personnel, investigators, and others are able to identify traffickers and victims of human trafficking and direct victims to appropriate agencies for assistance. It is the intent of the Legislature that the Department of Children and Families and other

state agencies cooperate with other state and federal agencies to ensure that victims of human trafficking can access social services and benefits to alleviate their plight.

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	**The Urban Group, Inc.**
_____	_____
Authorized Signature	*Authorized Signature*
_____	_____
Print Name and Title	*Print Name and Title*
Address:	Address:
_____	_____
Date	*Date*

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

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

_____
Carrie Avallone City Attorney

Dated: _____

Exhibit "E"

HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non-governmental entity which does business in the State of Florida, hereinafter called the "Entity."
(Title) (Business Name)

2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.

3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.

4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.

5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20____

Signed: _____

Print Name: _____

Title: _____

SUBSCRIBED AND SWORN before me by means of [XX] physical presence or [__] online notarization on the _____ day of _____, 20___ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
Printed name, commission and expiration of commission term

1217 E. Broward Boulevard
Fort Lauderdale, FL 33301
Phone: (954) 522-6226
Fax: (954) 522-6422
www.theurbangroup.com

The URBAN Group

PROPERTY APPRAISAL SERVICES
RFQ: 26-24

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

The URBAN Group
PROPERTY MANAGERS / FACILITY MANAGERS / PROGRAM MANAGERS / APPRAISERS

1217 E. Broward Boulevard
Fort Lauderdale, FL 33301
Phone: (954) 522-6226
Fax: (954) 522-6422
www.theurbangroup.com

LETTER OF INTENT

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

July24, 2024

RE: RFQ 26-24-PLAN - PROPERTY APPRAISAL SERVICES

Dear Ms. Vivian:

The Urban Group, Inc. is pleased to submit our proposal for Property Appraisal Services in response to your Request for Qualification (RFQ 26-24 Plan). Our core philosophy revolves around delivering exceptional client service, ensuring the highest level of accuracy in our appraisals, and meeting deadlines consistently. We understand the crucial role appraisals play in the acquisition process, and we are committed to exceeding your expectations with comprehensive and reliable reports.

Established in 1984, The Urban Group boasts a long-standing reputation for excellence in real estate appraisals, particularly within the government sector. Since 1992, we have served a multitude of governmental clients, providing a comprehensive range of services as outlined in the RFQ. This includes appraisal reports, reviews, litigation support, negotiation assistance, expert testimony, and title review.

We are confident our expertise aligns perfectly with the City of New Smyrna Beach's requirements. Mr. Robert D. Miller, a State Certified General Real Estate Appraiser in Florida since 1992, will be the appraiser of record and project manager for this project. As a Vice President at The Urban Group, Mr. Miller is authorized to contract on the company's behalf, ensuring clear communication and efficient service delivery.

For your convenience, all additional information requested in the RFQ is attached. We believe our proven track record, extensive experience, and commitment to quality make The Urban Group the ideal partner for your real property appraisal needs.

Thank you for your time and consideration.

Respectfully submitted,



Robert D. Miller, Vice President
954-522-6226 Office
954-270-2680 Mobile
rmiller@theurbangroup.com

1217 E. Broward Boulevard
Fort Lauderdale, FL 33301
Phone: (954) 522-6226
Fax: (954) 522-6422
www.theurbangroup.com

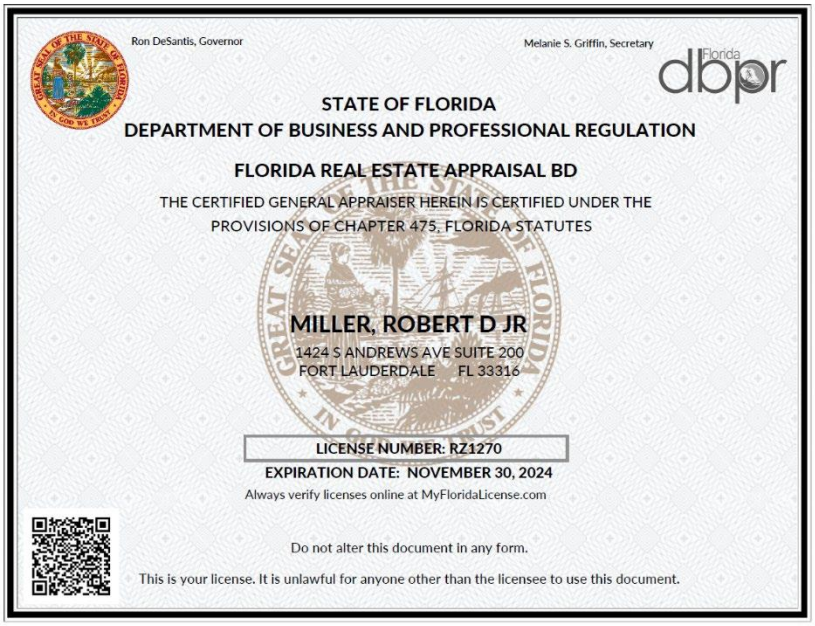
Professional Licenses and Certifications

Real Estate Appraisal Licenses:

- **Robert Miller, ASA** - State of Florida Certified General Real Estate Appraiser (RZ1270)
- **Barry Lazarus** - State of Florida Certified General Real Estate Appraiser (RZ2128)

Professional Appraisal Designations:

- Senior Member of American Society of Appraisers, South Florida Chapter No. 82. Accredited Senior Appraiser (ASA)


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
MILLER, ROBERT D JR
1424 S ANDREWS AVE SUITE 200
FORT LAUDERDALE FL 33316
LICENSE NUMBER: RZ1270
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
Florida dbpr
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
FLORIDA REAL ESTATE APPRAISAL BD
THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 475, FLORIDA STATUTES
LAZARUS, BARRY SCOTT
1424 S ANDREWS AVENUE SUITE 200
FORT LAUDERDALE FL 33316
LICENSE NUMBER: RZ2128
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE CORPORATION HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

THE URBAN GROUP INC

1217 E BROWARD BLVD
FT LAUDERDALE FL 33301

LICENSE NUMBER: CQ239119

EXPIRATION DATE: SEPTEMBER 30, 2025

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/13/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

1123

Detail by Entity Name

Florida Profit Corporation
THE URBAN GROUP, INC.

Filing Information

Document Number	M03785
FEI/EIN Number	59-2442945
Date Filed	08/09/1984
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/19/2022
Event Effective Date	NONE

Principal Address

1217 E Broward Blvd
FORT LAUDERDALE, FL 33301

Changed: 06/25/2024

Mailing Address

1217 E Broward Blvd
FORT LAUDERDALE, FL 33301

Changed: 06/25/2024

Registered Agent Name & Address

Rosenbaum, Matthew B
150 SE 12 St
STE 100
FT LAUDERDALE, FL 33316

Name Changed: 07/05/2023

Address Changed: 07/05/2023

Officer/Director Detail

Name & Address

Title President, Director, Treasurer

Rosenbaum, Matthew B
150 SE 12 St
STE 100
FORT LAUDERDALE, FL 33316

Title VP, Director, Secretary

MILLER, ROBERT
150 SE 12 St
STE 100
FORT LAUDERDALE, FL 33316

Annual Reports

Report Year	Filed Date
2023	03/06/2023
2023	07/05/2023
2024	04/26/2024

Document Images

04/26/2024 -- ANNUAL REPORT	View image in PDF format
07/05/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
07/19/2022 -- Amendment	View image in PDF format
04/25/2022 -- ANNUAL REPORT	View image in PDF format
04/22/2021 -- ANNUAL REPORT	View image in PDF format
04/29/2020 -- ANNUAL REPORT	View image in PDF format
04/02/2019 -- ANNUAL REPORT	View image in PDF format
01/11/2018 -- ANNUAL REPORT	View image in PDF format
01/08/2018 -- Amendment	View image in PDF format
01/30/2017 -- ANNUAL REPORT	View image in PDF format
02/23/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
02/26/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
04/05/2010 -- ANNUAL REPORT	View image in PDF format
01/20/2009 -- ANNUAL REPORT	View image in PDF format
02/04/2008 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format
01/17/2005 -- ANNUAL REPORT	View image in PDF format
01/08/2004 -- ANNUAL REPORT	View image in PDF format
03/13/2003 -- ANNUAL REPORT	View image in PDF format
03/26/2002 -- ANNUAL REPORT	View image in PDF format
03/21/2001 -- ANNUAL REPORT	View image in PDF format
02/07/2000 -- ANNUAL REPORT	View image in PDF format

03/11/1999 -- ANNUAL REPORT	View image in PDF format
02/24/1998 -- ANNUAL REPORT	View image in PDF format
01/30/1997 -- ANNUAL REPORT	View image in PDF format
03/12/1996 -- ANNUAL REPORT	View image in PDF format
04/07/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Receipt #: 318-427

Business Name: THE URBAN GROUP INC

Business Type: REAL ESTATE CORP/COMPNY/BROKER (REAL ESTATE CORP)

Owner Name: THE URBAN GROUP INC

Business Location: 1217 E BROWARD BLVD FT LAUDERDALE

Business Phone: 954-522-6226

Business Opened: 05/01/1985

State/County/Cert/Reg:

Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		2		

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt Fee	30.00
Packing/Processing/Canning Employees	0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

THE URBAN GROUP INC
1217 E BROWARD BLVD
FORT LAUDERDALE, FL
33301-2133

Receipt #WWW-23-00266233
Paid 07/08/2024 30.00

2024 - 2025

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

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State/County/Cert/Reg:

Exemption Code:

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		2		

Signature

For Vending Business Only

Number of Machines: **Vending Type:**

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
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Receipt #WWW-23-00266233
Paid 07/08/2024 30.00

1217 E. Broward Boulevard
Fort Lauderdale, FL 33301
Phone: (954) 522-6226
Fax: (954) 522-6422
www.theurbangroup.com

Organization of Team

The Urban Group (TUG) is committed to providing exceptional and efficient appraisal services for the City of New Smyrna Beach. Our team is structured to ensure clear communication, expertise, and quality control throughout the project.

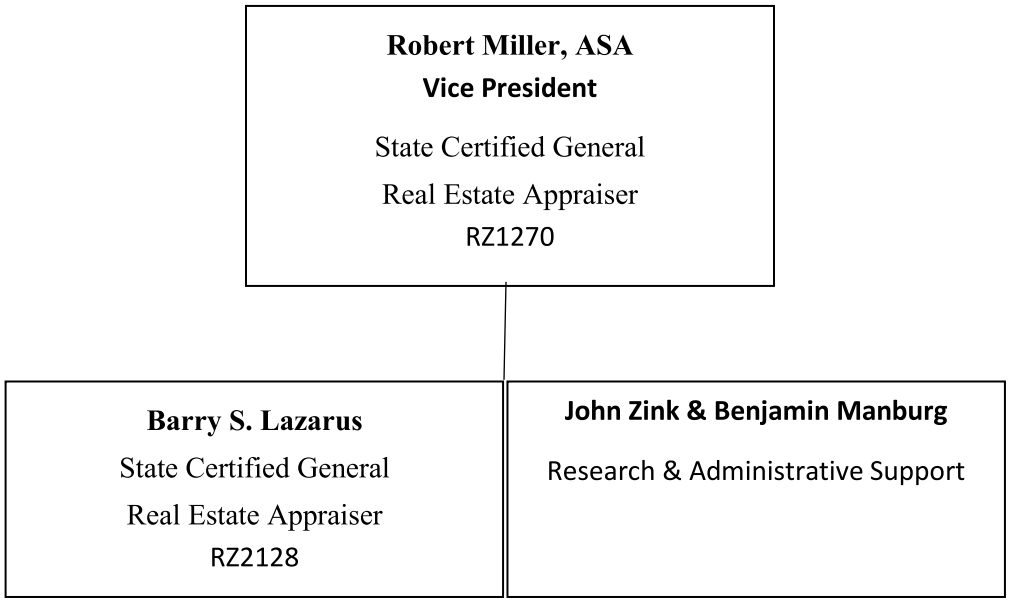
Project Manager:

Leading the team is Mr. Robert Miller, a State Certified General Real Estate Appraiser with over 40 years of experience across Florida. Mr. Miller has tackled projects in 47 of Florida's 67 counties, demonstrating his extensive knowledge of the state's diverse real estate landscape. Appraiser designation since 1992, his experience encompasses outdoor advertising signs, cellular towers, and a proven track record with various government agencies. Notably, Mr. Miller has served as a qualified expert witness in over 10 counties and two federal court locations. He will serve as the dedicated Account Manager, responsible for project oversight, client communication, and ensuring adherence to the contract terms. He can be reached at rmiller@theurbangroup.com or 954-522-6226 ext. 137.

Proposed Project Team:

The organizational chart details the roles and responsibilities of key personnel assigned to this project. The entire team possesses the necessary training and certifications to perform the requested services. Our team adheres to USPAP regulations and completes continuing education to maintain their expertise.

- **Robert D. Miller, ASA:** Project Manager, Lead Appraiser, and City Liaison
  - **Barry Lazarus:** Staff Appraiser
    - **John Zink:** Administrative Support
    - **Benjamin Manburg:** Administrative Support



QUALIFICATIONS

ROBERT D. MILLER, ASA

EDUCATION:

Appraisal Institute Courses

SSP Standards of Professional Practice
I-A Fundamentals of Real Estate Appraisal
I-B Capitalization Theory and Techniques
8 Appraising a Single-Family Residence
2-1 Case Studies in Real Estate Valuation
2-2 Report Writing
Business Valuation Seminar
Litigation Valuation

Other Appraisal Courses-Over 600 Hours of CE

Mass Appraisal of Residential Properties
Florida State Law and USPAP
Factory Built Housing
Automated Valuation Models

PROFESSIONAL AFFILIATION:

Senior Member of American Society of Appraisers-
South Florida Chapter No. 82 – Accredited Senior Appraiser (ASA) Real Property Urban

LICENSED:

Certified General Real Estate Appraiser RZ#1270- State of Florida

EXPERIENCE:

1993-Present	Vice President-The Urban Group, Inc
1995-2017	Real Estate Appraiser and Subconsultant
1978-1993	Real Property Analysts, Inc., Fort Lauderdale, Florida, Executive Vice President
1987	Involved in United States Senate Study Right-of-Way Acquisition Procedures

QUALIFIED AS EXPERT WITNESS FOR:

Condemnation proceeding in Broward, Dade, Monroe, Manatee, Palm Beach and Duval Counties, Florida, and in. Lake, Kankakee, Cook and DuPage Counties, Illinois Testified in Bankruptcy Court in Florida and Texas and Federal Court in Miami, Florida

HAS COMPLETED:

Appraisal Assignments	**Counseling**
Commercial, vacant, and improved	Acquisition projects
Condemnation projects	Income tax analysis
Industrial, vacant and improved	Investment analysis
Multi-family residential,	Tax assessments
Mobile Home Parks	ROW Cost Analysis
Office, vacant and improved	Special assessments
Special purpose properties	Review Services

VARIOUS CLIENTS OVER THE PAST TEN YEARS

GOVERNMENT

ALACHUA COUNTY
BROWARD COUNTY
BROWARD COUNTY SCHOOL BOARD
CITY OF AVENTURA
CITY OF CORAL SPRINGS
CITY OF FORT LAUDERDALE
CITY OF FORT MYERS
CITY OF HALLANDALE BEACH
CITY OF HOLLYWOOD
CITY OF LAKE WORTH BEACH
CITY OF LAUDERDALE LAKES
CITY OF KEY WEST
CITY OF MARGATE
CITY OF MIAMI
CITY OF MIRAMAR
CITY OF MIAMI SPRINGS
CITY OF MIAMI BEACH
CITY OF MOUNT DORA
CITY OF POMPANO BEACH
CITY OF RIVIERA BEACH
CITY OF SUNRISE
CITY OF TAMARAC
FEDERAL AVIATION ADMINISTRATION
FLORIDA DEPARTMENT OF TRANSPORTATION
MANATEE COUNTY
MIAMI-DADE COUNTY
SMALL BUSINESS ADMINISTRATION
SOUTH FLORIDA WATER MANAGEMENT
TOWN OF DAVIE
TOWN OF LAUDERDALE BY THE SEA
TOWN OF PALM BEACH
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

PRIVATE

ALTMAN DEVELOPMENT CORPORATION
CLEAR CHANNEL OUTDOOR
CLEVELAND CLINIC
LENNAR HOMES
THE TAUBMAN COMPANY
SBA TOWERS INC.
WAL-MART CORPORATION

ATTORNEY

ACKERMAN SENTERFITT
BECKER & POLIAKOPF
COKER AND FEINER
HOLLAND & KNIGHT
DALE BRUSCHI PA
GOREN CHEROF DOODY & EZROL PA

W

The URBAN Group
Public Sector Real Estate Consultants

PROPERTY ACQUISITION & RELOCATION / PROPERTY MANAGEMENT / APPRAISAL

1217 E. Broward Boulevard
Ft. Lauderdale, FL 33301
Phone: (954) 522-6226
Fax: (954) 522-6422
www.theurbangroup.com

Barry S. Lazarus

Mobile: 561.843.9998 ● blazarus@theurbangroup.com

Highly skilled real estate professional with over 25 years of experience encompassing appraisal, project management, acquisitions, relocations, and property management. Proven ability to deliver exceptional results through in-depth market analysis, USPAP-compliant valuations, and effective project leadership. Adept at supervising teams, negotiating complex transactions, and ensuring client satisfaction.

Experience

Director of Real Estate (April 2017 - Present)

The Urban Group, Fort Lauderdale, Florida

Led all public and private sector real estate operations, emphasizing appraisal, acquisition, relocation, and property management.

- **USPAP-Compliant Appraisals**: Oversaw all appraisal activities, ensuring adherence to Uniform Standards of Professional Appraisal Practice (USPAP) for accurate and reliable property valuations.
- **Project Management Expertise**: Directed relocation services and managed a team of four for a large-scale joint development project, involving relocating over 1,500 residents while adhering to URA regulations.
- **Acquisition Specialist**: Managed all acquisitions for various projects, including Manatee County's Lena Road, City of Margate, and City of Riviera Beach initiatives.

Education and Professional Affiliations

- Florida International University (FIU), Miami, Florida (Bachelor of Business Administration - Finance/Accounting)
- University of Florida, Center for Training, Research, and Education for Environmental Occupations (TREEO) - Asbestos Abatement Certifications
- Appraisal Institute - Courses in Valuation, Ethics, Acquisition, and Environmental Issues
- State Certified General Real Estate Appraiser & Florida Licensed Real Estate Salesman
- Florida International University (FIU) Alumni Association
- Professional Property Management Certification - The Landlord Academy

The URBAN Group
Public Sector Real Estate Consultants

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Fax: (954) 522-6422
www.theurbangroup.com

John F Zink

Mobile: 954-908-0221 ● jzink@theurbangroup.com

EXPERIENCE

Real Estate Project Manager – August 2018-Present

The Urban Group, Inc., Fort Lauderdale, Florida

- Preparation and assembly of property appraisals.
- Provide research and compile data for a variety of appraisals including commercial, residential, estate and other special type properties.
- Create proposals and presentations for appraisal quotation requests.
- Develop improved and vacant data charts for appraisal project reports.
- Create invoices and maintain appraisal inventory.
- Follow tracking procedure for proposals, invoicing, appraisal completion dates and all other deadlines.
- Track accounts receivables and follow up on any past due accounts.

Condominium Project Manager November 2005 to July 2018

Ferguson Enterprises, Ent. Local Office, Tamarac, Florida (National wholesale distributor of plumbing, appliances and lighting to builders, contractors and developers)

- Responsible for securing appliance sales to the builder industry in Florida.
- Developing relationships, specifying product to meet market demands.
- Develop proposals, pricing, costing to maintain profit structure for product and delivery process.
- Negotiate, review and execute contracts.
- Development of delivery schedules, execute change orders, issued vendor purchase orders for products based on schedules, control inventory turns and coordinate production schedules with suppliers.
- Submit pay requests on monthly basis, follow receivables and coordinate any product service issues.
- Review all accounts payable and authorize payments.
- The prior year responsible for $25,000,000 of delivered product managing nine condominium projects consisting of a total of 1,500 condo units.
- Organizing process through “Smart Sheet” which is living document utilizing everybody involved with process including clients with live access.

Education:

Ohio State University: Business Administration

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Benjamin Manburg M.S.

Mobile: 305.332.4032 ● bmanburg@theurbangroup.com

Benjamin Manburg is a Florida Licensed Home Inspector (HI16009) with nearly 15 years of experience in residential inspections. He is detail-oriented and passionate about providing excellent service, utilizing his strong knowledge of building systems and equipment to conduct comprehensive home inspections. Focused on South Florida from Homestead to Palm Beach Gardens, Benjamin leverages his expertise to identify potential roofing and electrical issues and deliver accurate assessments with detailed reports.

EXPERIENCE:

PROGRAM MANAGER **Jan. 2024 to Present**
THE URBAN GROUP, FORT LAUDERDALE, FLORIDA

FLORIDA LICENSED HOME INSPECTOR **Jan. 2010 to May 2024**
FLEET INSPECTIONS, FORT LAUDERDALE, FLORIDA

- Conducted **extensive residential inspections** (thousands) with a focus on identifying and reporting on potential **roofing and electrical problems**.
- **Nearly 15 years of experience** evaluating residential structures and major systems.
- Utilized **advanced inspection software** to generate **comprehensive and detailed reports** for clients.
- Possess a deep understanding of the South Florida market, including neighborhoods from **Homestead to Palm Beach Gardens**.**The Counseling and Wellness Center of South Florida**

FAMILY THERAPIST **Nov. 2021 to May 2024**
THE COUNSELING AND WELLNESS CENTER OF SOUTH FLORIDA, COOPER CITY, FLORIDA

- **Clinical Experience:** Provided therapy to individuals and families in a private practice setting. (Consider mentioning the duration if relevant).
- **Systems-Focused Approach:** Utilized systems theory to understand and address mental health challenges within interpersonal relationships.
- **Areas of Expertise:** Worked effectively with clients experiencing anxiety, depression, and men's mental health issues.**Education**

MASTER OF SCIENCE, COUPLES AND FAMILY THERAPY

- Nova Southeastern University, Davie, Florida
- September 2019 - August 2021

FLORIDA LICENSED HOME INSPECTOR – LICENSE #HI16009

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Team Management

The Urban Group, Inc. is committed to providing efficient, high-quality appraisal services to the City of New Smyrna Beach. Our team management approach emphasizes clear communication, collaboration, and adherence to project timelines.

The Urban Group will manage this project through a dedicated team structure. Mr. Robert D. Miller, a State Certified General Real Estate Appraiser with over 40 years of experience, will serve as the project manager. He will oversee all aspects of the project, including staff allocation, quality control, and client communication. Our team includes additional appraisers and administrative support to handle the project's workload and project management software to track deadlines, allocate resources, and ensure timely completion of assignments. Our team has a proven track record of meeting tight deadlines, even in high-volume environments. We prioritize open and timely communication, utilizing technology to facilitate efficient collaboration.

Our extensive experience in government projects, including work with FDOT, has honed our ability to meet tight deadlines. We understand the critical role of timely appraisals in acquisition processes and are committed to delivering accurate reports within established timelines.

Our quality assurance processes include rigorous peer reviews, adherence to USPAP standards, and continuous evaluation of our work. By dedicating resources to quality control, we maintain the highest level of accuracy and professionalism in our deliverables.

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Experience

The Urban Group has a strong history of providing appraisal services to government entities, including municipalities, within the state of Florida. Our recent projects have encompassed a wide range of property types, including residential, commercial, industrial, and vacant land properties. We have successfully completed appraisals for eminent domain, right-of-way acquisition, and other public sector initiatives.

Recent Projects:

1. Project Name: 120 Flagler Avenue, New Smyrna Beach, FL 32168
   Description of work: Appraisal Report to form an opinion of the market value to be used in the planning for the future of this property, MU zoned owned by New Smyrna Beach.
   Key Personnel: Mr. Robert D. Miller, ASA, John F. Zink
   Project Status: Completed January 3, 2024

2. Project Name: SEQ Doster Drive & Corbin Park Rd. New Smyrna Beach
   Description of work: Appraisal Report to form an opinion of the market value to be used as an aid in the negotiations process for the potential purchase of the property, R-4 zoned Residential property
   Key Personnel: Mr. Robert D. Miller, ASA, John F. Zink
   Project Status: Completed November 15, 2023

3. Project Name: 403 Magnolia Street, New Smyrna Beach, FL 32168
   Description of work: Appraisal Report to form an opinion of the market value to be used in the planning for the future of this property, R-5 zoned Multi-Family property
   Key Personnel: Mr. Robert D. Miller, ASA, John F. Zink
   Project Status: Completed November 17, 2023

4. Project Name: 314 Hammond Street, New Smynra Beach, FL 32168
   Description of work: Appraisal Report to form an opinion of the market value to be used as an aid in the negotiations process for the potential purchase of the property, R-4A zoned property
   Key Personnel: Mr. Robert D. Miller, ASA, John F. Zink
   Project Status: Appraisal Report completed 7/24/2023

5. Project Name: Lochloose Forest Connector Rimes Alachua County
   Description of work: Appraisal Report to estimate market value to be used as an aid in the negotiations process for the potential purchase of the property, A & R1A zoned vacant Land
   Key Personnel: Mr. Robert D. Miller, ASA, John F. Zink
   Project Status: Appraisal Report completed 7/22/2023

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Project Approach

The Urban Group employs a comprehensive and systematic approach to appraisal assignments, ensuring accurate and defensible valuations.

Typically, we conduct at least one site visit per property to gather essential data and form a comprehensive understanding of the subject property. During this inspection, we collect information on property conditions, site improvements, and surrounding land uses. We also engage with property owners to obtain relevant details, such as lease agreements, development plans, and property history.

Our valuation process adheres to the highest industry standards, including the Uniform Standards of Professional Appraisal Practice (USPAP). We employ a three-pronged approach, utilizing the Sales Comparison, Cost, and Income Capitalization Approaches as appropriate. We will utilize the Sales Comparison Approach as the primary valuation method, supplemented by the Cost and Income Approaches when appropriate. Our analysis will be thorough and well-documented, with clear explanations of the selected valuation methodologies and their application to the subject property. We will conduct in-depth research to identify comparable properties and market data to support our valuation conclusions.

Given our extensive experience in litigation support, our reports will be prepared with the potential for legal scrutiny in mind. This proactive approach ensures that our valuations are defensible and withstands rigorous examination. For eminent domain appraisal, we will promptly initiate contact with the property owner. A notification letter will be sent, inviting the owner to schedule an on-site inspection with the appraiser. This inspection provides an opportunity for direct communication and information gathering. During this process, we will collect essential data, including lease agreements, development plans, occupancy details, potential easements, property history, and environmental concerns. This comprehensive approach ensures a thorough understanding of the property and its value.

To ensure timely and accurate appraisals, we leverage advanced technology and data analytics. Our team utilizes industry-leading appraisal software and tools to streamline the valuation process and enhance data analysis capabilities. We continuously explore new technologies and methodologies to improve efficiency and accuracy.

We prioritize open communication and collaboration with our clients. Our team is committed to understanding the specific needs and goals of the City of New Smyrna Beach. By maintaining regular communication and providing timely updates, we ensure that the appraisal process aligns with the City's requirements and expectations.

With over 40 years of experience in the appraisal industry, The Urban Group has developed a proven track record of delivering high-quality appraisals for government clients. Our team's expertise, combined with our commitment to excellence and client satisfaction, makes us an ideal partner for the City of New Smyrna Beach.

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Team Location

The Urban Group's primary office is located at 1217 E Broward Blvd. Fort Lauderdale FL 33301. This is approximately 226 miles from the City of New Smyrna Beach City Hall at 210 Sams Ave. New Smyrna Beach FL 32168.

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Florida Department of Transportation			
Type of Project/Service: Appraisal reports used by FDOT for acquisitions and eminent domain highway projects, including service stations, fast food rstaurants, residential, commercial land and banks.			
Address: 100 N.W. 111th Avenue, Room 6105 Miami, FL 33172			
Contracting Agency/Client: Florida Department of Transportation, District 6			
Contact Name and Phone #: Ms. Marta Flores, Deputy Right of Way Manager, Valuation 305-470-5123			
Contact Email Address and Fax #: Marta.Flores@DOT.state.fl.us			
Contract Amount: $3,000.00 - $15,000 based on job	Start Date: 2015		End Date: Ongoing
Project #2:			
Project Name: Florida Turnpike Administration			
Type of Project/Service: Appraisal reviews for acquisitions and eminent domain as related to Suncoast Parkway Project-Mainly estate residential and land			
Address: Milepost 263, Building 5315 Ocoee, FL 34761			
Contracting Agency/Client: Florida Turnpike Enterprise			
Contact Name and Phone #: Beth Morse, Operations Administrator - 407-265-3032			
Contact Email Address and Fax #: Beth.Morse@DOT.State.fl.us			
Contract Amount: $2,000.00 to $5,000.00 per assignment	Start Date: 2023		End Date: Ongoing
Project #3:			
Project Name: 9th Avenue expansion, Canal Road Pond Project, York Drive Water Main replacement			
Type of Project/Service: Appraisal reports on a number of county acquisition and eminent domain condominium, warehouse, car wash & etc.			
Address: 1112 Manatee Avenue West, Suite 800 Bradenton, FL 34205			
Contracting Agency/Client: Manatee County			
Contact Name and Phone #: Tim Cristello, RWP Senior Real Property Specialist - 941-748-4501 Ext. 6284			
Contact Email Address and Fax #: Tim.Cristello@mymanatee.org			
Contract Amount: $2,000.00 - $6,000.00	Start Date: 2020		End Date: Ongoing

Project #4:				
Project Name: City of Miami				
Type of Project/Service: Real Estate appraisal reports residential, commercial, vacant land and retail.				
Address: 444 SW 2nd Avenue, 3rd Floor Miami, Florida 33130				
Contracting Agency/Client: City of Miami Department of Real Estate & Asset Management (DREAM)				
Contact Name and Phone #: Mr. Danny Lozano, Property Management Specialist / City of Miami - 305-416-1469				
Contact Email Address and Fax #: DLozano@miamigov.com				
Contract Amount: $2,000.00 - $8,000.00	Start Date: 2019		End Date: Ongoing	

Project #5:				
Project Name: The City of Hollywood				
Type of Project/Service: Real estate appraisals single family, multi-family, vacant and commercial				
Address: 2600 Hollywood Boulevard, Suite 203 Hollywood, FL. 33022				
Contracting Agency/Client: City of Hollywood				
Contact Name and Phone #: Ms. Liliana Betran, 954-924-2923				
Contact Email Address and Fax #: LBETRAN@hollywoodfl.org				
Contract Amount: $39,000	Start Date: 2019		End Date: Ongoing	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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Acceptance of Conditions

The Urban Group accepts the general terms and conditions of the RFQ without exception. We agree to comply with all insurance requirements and other stipulations outlined in the RFQ.

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 Robert D. Miller, Vice President
(Print Individual's Name and Title)
for The Urban Group, Inc.
(Print Name of Entity Submitting Sworn Statement)
whose business is The Urban Group, Inc.

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2442945

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.

_____
(Signature)

Sworn and subscribed before me this 24 day of July, 2024.

Personally known _____

OR produced identification _____

_____
(Type of identification)

_____
(Notary)

Notary Public State of FLORIDA

My commission expires: 5/6/2027

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Florida

County of Broward

Robert D. Miller, being first duly sworn, deposes and says that:

He/she is Vice President of The Urban 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.

Signed

Vice President

Title

Subscribed and sworn to before me this 24 day of July, 2024.

JOHN E. ZINK

Title

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

My Commission Expires: 5/6/2027

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: The Urban Group, Inc.

Consultant E-Verify Registration Number: 2486920

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: Robert D. Miller

Print Name: Robert D. Miller

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

24 Day of July, 2024. She/He is personally known to me or has produced

_____ As identification.

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

Notary Public

My commission expires: 5/6/2027

CONFLICT OF INTEREST AFFIDAVIT

State of Florida: City of Fort Lauderdale

Before me, the undersigned authority, personally appeared Robert D Miller

who was duly sworn, deposes, and states:

1. I am the Vice President of The Urban Group, Inc. with a local office in Fort Lauderdale FL (City & State) and principal office in Fort Lauderdale 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 26-24-PLAN, Property Appraisal 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.

Robert D Miller
Typed Name

Signed

Vice President
Title

07/24/2024
Dated

Sworn to and subscribed before me this 24 day of July 2024.

Personally known ____ OR produced identification ____. Identification type: _____

Notary Public: State of Florida County of Broward

Printed, typed, or stamped commissioned name of notary public

My commission expires: 5/6/2027

JOHN FRANCIS ZINK
Notary Public - State of Florida
Commission # HH 388915
My Comm. Expires May 6, 2027
Bonded through National Notary Assn.

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 # _____ described as:

_____.

The Urban Group, Inc.	07/24/2024
Firm	Date
, Vice President	Robert D Miller, Vice President
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).

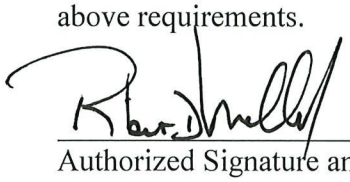
PUBLIC ENTITY CRIME INFORMATION STATEMENT

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.



Vice President

Authorized Signature and Title

Date: 7/24/2024

Robert D Miller, Vice President

Print Name and Title

REFERENCES

The Firm shall complete and submit this Reference Form as a part of their bid response. **Provide a minimum of five (5) projects performed by the Firm and completed within the last five (5) years**, which are similar in type of scope and complexity. References from projects that are at substantial completion will be accepted. (A Reference from the City of New Smyrna Beach is not acceptable). The contact person provided shall be a person who has personal knowledge of the Bidder's performance for the specific requirements listed and is aware the City may be contacting them.

Project #1:			
Project Name: Florida Department of Transportation			
Type of Project/Service: Appraisal reports used by FDOT for acquisitions and eminent domain highway projects, including service stations, fast food rstaurants, residential, commercial land and banks.			
Address: 100 N.W. 111th Avenue, Room 6105 Miami, FL 33172			
Contracting Agency/Client: Florida Department of Transportation, District 6			
Contact Name and Phone #: Ms. Marta Flores, Deputy Right of Way Manager, Valuation 305-470-5123			
Contact Email Address and Fax #: Marta.Flores@DOT.state.fl.us			
Contract Amount: $3,000.00 - $15,000 based on job	Start Date: 2015		End Date: Ongoing
Project #2:			
Project Name: Florida Turnpike Administration			
Type of Project/Service: Appraisal reviews for acquisitions and eminent domain as related to Suncoast Parkway Project-Mainly estate residential and land			
Address: Milepost 263, Building 5315 Ocoee, FL 34761			
Contracting Agency/Client: Florida Turnpike Enterprise			
Contact Name and Phone #: Beth Morse, Operations Administrator - 407-265-3032			
Contact Email Address and Fax #: Beth.Morse@DOT.State.fl.us			
Contract Amount: $2,000.00 to $5,000.00 per assignment	Start Date: 2023		End Date: Ongoing
Project #3:			
Project Name: 9th Avenue expansion, Canal Road Pond Project, York Drive Water Main replacement			
Type of Project/Service: Appraisal reports on a number of county acquisition and eminent domain condominium, warehouse, car wash & etc.			
Address: 1112 Manatee Avenue West, Suite 800 Bradenton, FL 34205			
Contracting Agency/Client: Manatee County			
Contact Name and Phone #: Tim Cristello, RWP Senior Real Property Specialist - 941-748-4501 Ext. 6284			
Contact Email Address and Fax #: Tim.Cristello@mymanatee.org			
Contract Amount: $2,000.00 - $6,000.00	Start Date: 2020		End Date: Ongoing

Project #4:				
Project Name: City of Miami				
Type of Project/Service: Real Estate appraisal reports residential, commercial, vacant land and retail.				
Address: 444 SW 2nd Avenue, 3rd Floor Miami, Florida 33130				
Contracting Agency/Client: City of Miami Department of Real Estate & Asset Management (DREAM)				
Contact Name and Phone #: Mr. Danny Lozano, Property Management Specialist / City of Miami - 305-416-1469				
Contact Email Address and Fax #: DLozano@miamigov.com				
Contract Amount: $2,000.00 - $8,000.00	Start Date: 2019		End Date: Ongoing	

Project #5:				
Project Name: The City of Hollywood				
Type of Project/Service: Real estate appraisals single family, multi-family, vacant and commercial				
Address: 2600 Hollywood Boulevard, Suite 203 Hollywood, FL. 33022				
Contracting Agency/Client: City of Hollywood				
Contact Name and Phone #: Ms. Liliana Betran, 954-924-2923				
Contact Email Address and Fax #: LBETRAN@hollywoodfl.org				
Contract Amount: $39,000	Start Date: 2019		End Date: Ongoing	

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

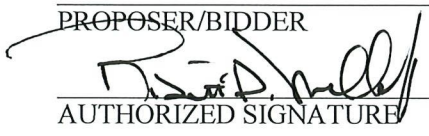
STATEMENT OF INSURANCE COMPLIANCE

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.

The Urban Group, Inc.

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Robert D Miller, Vice President

OFFICER TITLE

7/24/2024

DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

VENDOR INFORMATION

BID #:	RFQ 26-24
BID TITLE:	Property Appraisal Services

Respondent Information	
Company Name: The Urban Group, Inc.	Federal Employer Identification Number or SS Number: 59-2442945 DUN Number: 148584394
Mailing Address 1217 E Broward Blvd	Type of Entity (Circle One) (Corporation) Partnership Proprietorship Joint Venture
City, State, Zip Code Fort Lauderdale FL 33301	Incorporated in the State of: Florida
Corporate Address: 1217 E Broward Blvd	What kind of business: ("For Profit") or "Not for Profit"
	Is Firm in good standing: (Yes) or No
City, State, Zip Code Fort Lauderdale FL 33301	Authorized to transact business in Florida (Yes) or No
Telephone No. 954-522-6226	State of Florida Department of State Certificate of Authority Document No: M03785
Email Address: RMiller@theurbangroup.com	
If remittance address is different from the mailing address so indicate below.	

List Principals (Print):

President: Matt Rosenbaum — Vice President: Robert D Miller

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 — Robert D Miller (Printed Name)

Title: Vice President — Date: 07/24/2024

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: _____ REVISED VENDOR: X

DATE: 07/24/2024

VENDOR NAME: The Urban Group

VENDOR DBA:

PRODUCT/SERVICE PROVIDED: Appraisal

DEPARTMENT:

PREPARED BY:

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
1217 E Broward Blvd	1217 E Broward Blvd	1217 E Broward Blvd
ADDRESS	ADDRESS	ADDRESS
Fort Lauderdale FL	Fort Lauderdale FL	Fort Lauderdale FL
CITY/STATE	CITY/STATE	CITY/STATE
33301	33301	33301
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Robert D Miller

E-MAIL: RMiller@theurbangroup.com

OFFICE PHONE: 954-522-6226

FAX: 954-522-6422

MOBILE PHONE: 954-270-2680

FEDERAL TAX ID#: 59-2442945

DUNS Number: 148584394

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)
The Urban Group, Inc

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.)
1217 E Broward Blvd

Requester's name and address (optional)

City, state, and ZIP code
Fort Lauderdale FL 33301

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
59 2442945

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 ▶ Richard D. Schulz Date ▶ 07/24/2024

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,

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: The Urban Group

FEIN: 59-2442945

Authorized Representative Name and Title: Robert D Miller

Address: 1217 E Broward Blvd

City: FORT LAUDERDALE State: FL Zip: 33301

Phone Number: 954-522-6226 Email Address: RMiller@theUrbanGroup.com

Certified By: Robert D Miller Vice President,

Print Name *Print Title*

who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Robert D Miller

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ORGANIZATIONAL INFORMATION

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. **Examples include**:

A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.

B. A copy of a resolution listing the members of staff as authorized signatories for the company.

C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

TYPE OF ORGANIZATION		
(Please place a check mark (✓) next to applicable type)		
[X] Corporation	[ ] Partnership	[ ] Non-Profit
[ ] Joint Venture	[ ] Sole Proprietorship	[ ] Other (Please specify)
State of Incorporation	Florida	
Principal Place of Business (Enter Address)	1217 E Broward Blvd FORT LAUDERDALE, FL 33301	
Federal I.D. Number	59-2442945	

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: THE URBAN GROUP, INC.

Mailing Address: 1217 E Broward Blvd FORT LAUDERDALE, FL 33301

Telephone Number: 954-522-6226 Fax Number: 954-522-6422 E-mail Address: rmiller@theurbangroup.com

Authorized Signature	Robert D Miller	59-2442945
	Printed Name	FEIN

Vice President	07/24/2024
Title	Date

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.

Vice President Date: 7/24/2024

Authorized Signature and Title

Robert D Miller, Vice President

Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 1: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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.

Extended Dates:

- **Proposals will be accepted prior to 5:00 PM on July 24, 2024.**
- **Opening of proposals is July 25, 2024 at 9:00 AM.**

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Robert D. Miller Proposer Signature: [signature]

The Urban Group, Inc.

Firm Name (Please Print)

RFQ 26-24-PLAN: Property Appraisal Services
Addendum 2: July 15, 2024

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 2 to RFQ 26-24-Plan: Property Appraisal Services, issued June 17, 2024.

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:** Do appraisers must possess an MAI designation?
   Answer: No. This has been removed from Section IV.C, Minimum Qualifications.

2. **Question:** Approximately how many appraisal assignments have been completed for the current Property Appraisal Services contract?
   Answer: 4-5/year

3. **Question:** What is the anticipated need for appraisals in the next two years by the City of New Smyrna Beach?
   Answer: 5-10/year

4. **Question:** Are there any road widening assignments where appraisals will be required over the term of the proposed Property Appraisal Services contract?
   Answer: Not at this time.

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): Robert D. Miller Proposer Signature: Robert D Miller

the URBAN Group, Inc.

Firm Name (Please Print)

THE CITY OF NEW SMYRNA BEACH - PLANNING DEPARTMENT

CONSIDER THE APPROVAL OF AN INDEMNITY AGREEMENT BETWEEN FLORIDA HEALTH CARE PLAN (FHCP) AND THE CITY OF NEW SMYRNA BEACH.

September 24, 2024

Background:

The FHCP site plan, located at the southeast corner of Oliver Street and SR 44, has been under review for roughly 15 months.

One of the site plan issues are the cross access agreements and storm water ponds that were originally intended to be unified. The current plan is to have separate storm water systems, with individual storm water ponds for each of the two businesses.

The agreement will indemnify and defend the City against any future claims regarding the storm water system that may arise at their proposed location at the southwest corner of SR 44 and Oliver Drive.

An Indemnification and Defense Agreement between Immobilaire Holdings JPG LLC (aka Florida Health Care Plan (FHCP)), and the City of New Smyrna Beach is attached as **Exhibit A.**

Development Services recommends the City Commission **approve** the Indemnity Agreement.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Jake Baker - Senior Planner

Attachments:

Exhibit A Indemnity Agreement.pdf

INDEMNIFICATION AND DEFENSE AGREEMENT

This Indemnification and Defense Agreement ("Agreement") is entered into between Florida Health Care Plan, Inc. ("FHCP"), and the City of New Smyrna Beach ("CITY").

WITNESSETH

WHEREAS, IMMOBILIARE HOLDINGS JGP LLC, a Florida limited liability company owns certain property located at the SE corner of SR 44 and Oliver Drive in New Smyrna Beach, Florida (the "Subject Parcel");

WHEREAS, MEADOWS COMMERCIAL PROPERTIES INC, a Florida corporation, owns certain property located immediately to the east of the Subject Parcel, at SW corner of SR 44 and S. Timberlane Drive in New Smyrna Beach, Florida (the "Adjacent Parcel");

WHEREAS, FHCP is developing the Subject Parcel for a medical office facility within and subject to the development regulations of the City;

WHEREAS, a non-exclusive, reciprocal stormwater easement agreement affecting the Subject Parcel and the Adjacent Parcel was recorded in the Public Records of Volusia County, Florida, at Book 7270, Page 3163 (the "Easement");

WHEREAS, FHCP has submitted a site plan to the City for the Subject Parcel;

WHEREAS, the site plan for the Subject Parcel includes improvements located within portions of the easement area described within the Easement;

WHEREAS, FHCP and their representatives had discussed clarification, modification and/or vacation of the Easement with representatives of Meadows Commercial Properties Inc.;

WHEREAS, communication with representatives of Meadows Commercial Properties Inc. ceased unilaterally and no further contact points have been provided or made available and FHCP is without a means to unilaterally modify the Easement or resolve any possible conflict regarding the use of the easement area as previously intended;

WHEREAS, FHCP takes the position that any of the proposed improvements to be located within the those certain portions of the easement area are not in conflict with the terms and conditions of the Easement;

WHEREAS, CITY would otherwise prefer the vacation, modification or clarification of the Easement by the parties to said Easement;

WHEREAS, the parties to this Agreement recognize the need to move forward on the Subject Parcel's site plan in good faith, recognizing that Meadows Commercial Properties, Inc. could assert claims against Immobiliare Holdings JDP LLC or FHCP on the basis of the terms of the Easement;

WHEREAS, Immobiliare Holdngs JGP LLC and FHCP wish to proceed with site plan

approval from the City nothwithstanding Meadows Commercial Properties, Inc. cessation of communication;

WHEREAS, to the extent that Meadows Commercial Properties Inc has concerns, general or specific, regarding the site plan, the issuance of said site plan may trigger a response from Meadows Commercial Properties Inc;

WHEREAS, in order to help crystalize any issues between Meadows Commercial Properties, Inc., Immobiliare Holdings JDP LLC or FHCP, City is prepared to issue site plan approval for the improvements located within the easement area;

WHEREAS, the nature of the Easement and the enforcement of same is a matter between the property owners and FHCP; and

WHEREAS, City would prefer to be indemnified and defended by FHCP against any future claims by Meadows Commercial Properties, Inc. that NSB improperly approved permit(s) for the improvements required for the agreed upon use of the Subject Parcel based on an argument that City should not have approved the permit(s) arising from any claimed issue with the language of the Easement.

NOW, THEREFORE, in consideration of all mutual promises contained herein, the sufficiency of which is hereby acknowledged, it is agreed by FHCP and the City, as follows:

1. The Parties to this Agreement affirm and agree that the aforementioned statements are true.

2. In consideration of $10 and other valuable consideration, the parties agree as follows:

   a. FHCP or its agents or assigns will request all approvals from City necessary for its use of the Subject Parcel, including within the easement area.

   b. City will review and, if satisfied with the permit application(s), approve the permit application(s).

   c. FHCP agrees to indemnify City from and against any and all attorney fees and litigation costs that City may incur in defending any legal action brought by Meadows Commercial Properties, Inc against City that arise from the issuance of any permit related to the development and use of the Subject Parcel and improvements located within the easement area.

3. Facsimile, email or other electronic signatures shall be treated as originals.

IN **WITNESS WHEREOF,** Florida Health Care Plan, Inc. and City of New Smyrna Beach have executed this Agreement.

Dated: 09/12/2024

Florida Health Care Plan, Inc.

By: _____

Name: Steve Blumberg

Title: Interim CEO

Dated: _____

City of New Smyrna Beach

By: _____

Name: _____

Title: _____

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE APPROVAL OF A FIRE MANAGEMENT BUILDING EXPANSION DESIGN - ARCHITECT REVISION.

September 24, 2024

Background:

A year ago, in October, the City Commission approved Staff's ranking of the Architectural firms short listed to perform an evaluation of the existing structure adjacent to Fire Station 50 (see summary of action dated 10/10/23) along with providing services of expanding the Station to accommodate the Fire Marshal, Inspectors and other needed operations.

Based on the initial evaluation of RFQ 16-23-CIP for professional services, the number one firm, CPH, LLC, followed through with Phase I being the evaluation of the existing structure determining the existing single family home had no useful purpose not being sufficient in size, laden with mold and not compliant with current Florida Building Code requirements particularly wind speed.

This report was readily accepted by staff and discussed with the City Manager at the time, thus Phase II of CPH's services to provide the Architectural (i.e. mechanical, electrical, plumbing, structural, etc.) and site work design for an addition to the existing facility proceeded. Although staff received several proposals from CPH and had no doubt they were capable of performing the work, the corresponding tasks and fees were not in line with the budgeted amount, as such it was deemed in the City's best interest to move forward with negotiating with the second firm being Hall & Ogle Architects, Inc.

Findings:

Staff has met with a representative of Hall & Ogle Architects who performed the architectural & site design for the initial construction of FS #50 in order to move forward with developing the scope of work needed to provide design, permitting, surveying, geotechnical and comprehensive services associated with the proposed building addition. Hall & Ogle was the second most qualified firm based on initial ranking by staff with the first company providing a proposal that was high in relationship to the work with equal services to be provided commensurate with the required tasks and recommend City Commission allow staff to continue with the discussion of design and consulting fee services with Ogle & Hall to be presented to the Commission at a later date for approval.

Fiscal Analysis:

This allows staff to move forward with negotiations and obtaining a proposal to be brought back to City Commission for approval, thus no financial obligations result from this revision.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

10-10-2023 SOA and Staff Report.pdf
Phase 2 Evaluation Tabulation.pdf

City Commission Regular Meeting
Tuesday, October 10, 2023 at 6:30 PM
SUMMARY OF ACTION

1. OPENING OF MEETING

Mayor Fred E. Cleveland called the meeting to order at 6:30 PM.

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

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Senior Chaplain Thomas Prucnal gave the invocation. Resident Meghan Flanagan led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

City Manager Resheidat reported the following changes to the published agenda:

- Addition of agenda item 4.B: Proclamation recognizing October and “Pink Out Month”
- Pulled agenda item 7.B for discussion
- Withdrawing agenda item 8.C: Consider exercising a First Right of Refusal for the properties located at 2650 and 2700 N. Dixie Freeway at the request of the applicant.

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

4.A Proclamation: recognizing October as "Domestic Violence Awareness Month".

4.B Proclamation: recognizing October as "Pink Out Month".

5. CITY MANAGER'S REPORT

5.A City Manager's Report

No action

6. PUBLIC PARTICIPATION

No action

7. CONSENT AGENDA

7.A Consider the adoption of the City Commission Workshop and CRA Minutes from September 26, 2023.
Unanimously adopted

7.B Consider the approval for the City of New Smyrna Beach to participate in a free Community Showcase Video Program with CGI Communications, Inc.
No action; item continued to the October 24, 2023 agenda.

7.C Consider the approval of a License Agreement to allow a replacement of an existing railroad tie retaining wall with a Concrete Masonry Unit (CMU) retaining wall in the Oyster Quay right-of-way.
Unanimously approved

7.D Consider the award of RFQ 16-23-CIP Professional Architectural Services - Fire Station Management Building to CPH, LLC and authorizing the Mayor to execute the contract.
Unanimously approved

7.E Consider the approval of Pegasus Engineering Proposal Hurricane Nicole Grant Services.
Approved 4-1, with Commissioner Martin voting no

7.F Consider the approval to purchase Critical IT Infrastructure.
Unanimously approved

7.G Special Event: Consider the approval of the SE Volusia Chamber Business Expo 2024, on Saturday February 17, 2024.
Unanimously approved

7.H Special Event: Consider the approval of the VFW Post 4250 Biketoberfest Camping Event 2023, starting on October 11 until October 31, 2023.
Unanimously approved

8. ADMINISTRATIVE ITEMS/NEW BUSINESS

8.A Consider the approval of an amendment to the City Clerk's contract.
Unanimously approved

8.B Discussion on the disposition of the New Smyrna Beach Women's Club facility.
Unanimously approved, as amended to refurbish the historic design and including verbiage in the RFP for the First Right of Refusal for the City and a short due diligence.

8.C Consider Exercising a First Right of Refusal for Properties Located at 2650 and 2700 North Dixie Freeway.
No action; item withdrawn per the applicant's request.

9. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

9.A Ordinance No. 55-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Section VIII, Benefits of the Personnel Policies and Procedures of the City of New Smyrna Beach.
Unanimously adopted

9.B Ordinance No. 65-23: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend Section VIII, B (Holidays) of the Personnel Policies and Procedures of the City of New Smyrna Beach, to add Juneteenth as a City holiday.
Denied 4-1, with Commissioner Perrine, Vice Mayor Hartman, Commissioner Martin and Mayor Cleveland voting no

10. ORDINANCES - FIRST READING

10.A Ordinance No. 66-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.12 acres of land located at 1309 Findley Street.
City Attorney Avallone read Ordinance No. 66-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.B Ordinance No. 67-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small Scale Comprehensive Plan amendment changing the Future Land Use to City Medium Density Residential for property located at 1309 Findley Street as part of an overall annexation application.
City Attorney Avallone read Ordinance No. 67-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.C Ordinance No. 68-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.12 acres of land to City R-2, Single Family Residential for property located at 1309 Findley Street as part of an overall annexation application.
City Attorney Avallone read Ordinance No. 68-23, the first time, by title only. She reported that the Second Reading and Quasi-Judicial Public Hearing would be conducted on October 24, 2023.

10.D Ordinance No. 69-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 3.1 acres of property located at 1631 Martins Dairy Road.
City Attorney Avallone read Ordinance No. 69-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.E Ordinance No. 70-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would create a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Rural for property located at 1631 Martins Dairy Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 70-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.F Ordinance No. 71-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 3.1 acres to City A-3, Transitional Agriculture for property located at 1631 Martins Dairy Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 71-23, the first time, by title only. She reported that the Second Reading and Quasi-Judicial Public Hearing would be conducted on October 24, 2023.

10.G Ordinance No. 72-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would annex approximately 0.575 acres for property located on Dolores Street.

City Attorney Avallone read Ordinance No. 72-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.H Ordinance No. 73-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve a Small-Scale Comprehensive Plan amendment changing the Future Land Use to City Medium Density Residential for property located on Dolores Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 73-23, the first time, by title only. She reported that the Second Reading and Public Hearing would be conducted on October 24, 2023.

10.I Ordinance No. 74-23: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Quasi-Judicial Public Hearing, would rezone approximately 0.575 acres of land to City R-2, Single Family Residential for property located on Dolores Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 74-23, the first time, by title only. She reported that the Second Reading and Quasi-Judicial Public Hearing would be conducted on October 24, 2023.

11. BOARDS AND COMMISSIONS

11.A Police Pension Board: Consider the appointment of one (1) member to serve a two-year term, set to expire on October 1, 2025.
Unanimously appointed Ron Neibert and Palmer Wilson to serve in the capacity of City of New Smyrna Beach residents who are not Fire or Police Pension Plan participants.

11.B Consider the appointment of an Elected Official to serve as a member on the First Step Shelter (FSS) Board.
Unanimously appointed Commissioner Valli Perrine to serve as a member on the FSS Board.

12. MAYOR AND COMMISSION REPORTS

City Commission consensus was to include board achievements, accomplishments, productivity, applicant background screening, clarification and Department Head input for the Board Workshop planned for November 21, 2023.

City Commission consensus approved for the Economic Development Task Force to move forward with future meetings.

City Commission consensus approved 6:10 PM as the CRA Regular Meeting start time.

City Commission consensus disapproved composing a letter of support to Ormond Beach regarding their fuel farm.

13. CITY CLERK'S REPORT

13.A City Clerk's Report

No action

14. CITY ATTORNEY'S REPORT

No action

15. ADJOURNMENT

9:56 PM.

THE CITY OF NEW SMYRNA BEACH - ENGINEERING

CONSIDER THE AWARD OF RFQ 16-23-CIP PROFESSIONAL ARCHITECTURAL SERVICES - FIRE STATION MANAGEMENT BUILDING TO CPH, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

October 10, 2023

Background:

As part of the Fire Department's ongoing demands and need to grow and serve the community a parcel of property (approximately 2.7 acres) immediately west of the Central Fire Station 50 on SR44 was purchased to facilitate operations and accommodate staff involving the Fire Marshal, licensed Inspectors and needed space in order to do so.

As such the City advertised for Architectural services 4/13/23 receiving seven (7) proposals by the 5/25/23 response deadline, that in turn were evaluated by staff in order to short list the three most qualified firms. The selection process then required the top three firms conduct a presentation taking place 7/25/23 in the Brannon Center with each of the organizations expanding upon the project approach/scheduled tasks, scope of work, project time line, key personnel including subconsultants. Based on the scores of the evaluation committee members CPH, LLC was selected as the most qualified firm. The evaluation report is attached for your review.

Based on correspondence with CPH staff the City developed an approach with them being two phases, with Phase 1 being presented to City Commission at this time comprising of due diligence to evaluate the existing structure determining whether or not it has any value to incorporate into the proposed facility, provide extensive survey work including topographic, title search, boundary and tree survey information along with determining the necessary steps for site plan and permitting requirements.

Findings:

The evaluation committee has provided comments to the consultant requesting revisions to the initial proposal and validating the need for all Phase 1 services being defined within the attachment and found representative of the work involved in the amount of $35,705.00, thereby being recommended for approval.

It should be noted the scope of work for the second phase will be developed as a result of the initial due diligence phase including site plan design as well as providing a complete bid set for the new facility (i.e. structural, mechanical, electrical & plumbing drawings in compliance with FBC) will be provided as a result of the initial findings.

Fiscal Analysis:

Fire Rescue has planned the facility improvements and will utilize impact fees to support the due diligence and design phase being account organization and object nos. Fire Impact Fee Fund 10652201-562202-23FSM.

Strategic Plan Item:
No

Staff Report Created By: Kyle Fegley - City Engineer

Attachments:

2023-09-18 NSB Fire Management Building A_E CONTRACT.pdf
NSB RFQ Document w Attachments.pdf
CPH PROPOSAL.pdf
CPH Consulting contract.pdf
CPH Evaluation Report.pdf
RFQ 16-23 Submittals.pdf

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

EVALUATION TABULATION

RFQ No. 16-23-CIP

Professional Architectural Services - Fire Station Management Building

RESPONSE DEADLINE: May 15, 2023 at 5:00 pm

Friday, August 30, 2024

SELECTED VENDOR

VENDOR AWARDED BY THE EVALUATION PROCESS

Vendor	Location
CPH, LLC.	Sanford, FL

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CPH, LLC.	Hall & Ogle Architects, Inc.	PQH Group Design, Inc.
Business Name and Address	Pass	Pass	Pass
Title of Position and Company Name	Pass	Pass	Pass
Employer Identification Number	Pass	Pass	Pass
Public Records	Pass	Pass	Pass
Proposer's Certification	Pass	Pass	Pass
Acknowledgment of Insurance Requirements	Pass	Pass	Pass
Professional Services Agreement	Pass	Pass	Pass
Drug Free Workplace Certificate	Pass	Pass	Pass
Drug Free Workplace Confirmation	Pass	Pass	Pass
Conflict of Interest Disclosure	Pass	Pass	Pass
Potential Conflict of Interest	Pass	Pass	Pass

Question Title	CPH, LLC.	Hall & Ogle Architects, Inc.	PQH Group Design, Inc.
Suspension and Debarment Certification	Pass	Pass	Pass
Introduction and Letter of Interest	Pass	Pass	Pass
Company & Staff Qualifications	Pass	Pass	Pass
Related Experience and References	Pass	Pass	Pass
Project Approach and Management	Pass	Pass	Pass
Proposed Design Schedule	Pass	Pass	Pass
Required City Forms	Pass	Pass	Pass
Complete Copy of Submittal	Pass	Pass	Pass

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Kyle Fegley	City Engineer	Jun 9, 2023 8:21 AM
Chad Gibson	CIP & Grant Coordinator	May 17, 2023 4:49 PM
Shawn Vandemark	Fire Chief	Jun 5, 2023 3:09 PM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Phase 2 Criteria	Points Based	100 *(100% of Total)*

Description:

- Provide a detailed breakdown of the scheduled tasks to meet the project timeline from award of contract through the construction process.
- Pleased define the key personnel that will be assigned to this project and their relationship with the subconsultants in order to stay on track with the project quality & expectations..
- Provide further detail on the overall scope of work and the process the City can expect to complete the project.

AGGREGATE SCORES SUMMARY

Vendor	Kyle Fegley	Chad Gibson	Shawn Vandemark	Total Score (Max Score 100)
CPH, LLC.	91	95	95	**93.67**
Hall & Ogle Architects, Inc.	94	98	80	**90.67**
PQH Group Design, Inc.	93	96	75	**88**
Borrelli + Partners Excluded	0	0	0	**0**
Gerard J. Pendergast Architect, PLC Excluded	0	0	0	**0**
KTH Architects Excluded	0	0	0	**0**
Synalovski Romanik Saye, LLC. Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Phase 2 Criteria Points Based 100 Points (100%)	Total Score (Max Score 100)
CPH, LLC.	93.7	**93.67**
Hall & Ogle Architects, Inc.	90.7	**90.67**
PQH Group Design, Inc.	88	**88**
Borrelli + Partners Excluded	0	**0**
Gerard J. Pendergast Architect, PLC Excluded	0	**0**
KTH Architects Excluded	0	**0**
Synalovski Romanik Saye, LLC. Excluded	0	**0**

INDIVIDUAL PROPOSAL SCORES

CPH, LLC.

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 91

Good design staff with most disciplines in house. Provided 4 viable alternatives for potential layouts and understood permitting requirements.

Chad Gibson: 95

Detailed Milestones. Organized method of tracking tasks. One point of contact clearly defined. Staff and subcontractors have long working history together. Familiar with the city needs for project quality. Qualified staff with team devoted to project. Can be more in person if needed. Familiar with city process. Projects have similar unique purposes. Understanding 2-3 conceptual Designs is needed. Good with working with Budget.

Shawn Vandemark: 95

CPH is a large firm with most services offered in-house. They discussed Smart Sheets management software and 30%, 60%, 90% processes. They offered a stakeholder engagement meeting as an option. CPH also presented some creative ideas for the site which allowed for some consideration of future planning.

Hall & Ogle Architects, Inc.

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 94

Experienced Architect very familiar with existing facility and potential addition to Fire Station along with other alternatives. Understood the needs of the City including site work/add'l parking. On site presence during construction and extensive research prior to bidding is a plus.

Chad Gibson: 98

Timeline is very precise with exact method of how the city of NSB works. Worked a lot with City and actually did the design of Current Fire Station, so have a complete understanding of process. Well qualified staff that have experience with the project already. Good with Budget and understand there is a need to figure out what the scope of work will be in order to accomplish the project.

Shawn Vandemark: 80

Hall and Ogle was qualified and had multiple projects throughout Volusia County. Hall and Ogle are familiar with the site and were the original architects of the existing fire station. Their timeline of 9-16 months was reasonable.

PQH Group Design, Inc.

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 93

Good approach with regard to sustainability, sufficient municipal type work experience. Capable staff with subconsultants and well thought out scope of work being a 5 step process. Particularly like the fact a GC would be reviewing plans for constructability, which should provide good QA/QC.

Chad Gibson: 96

Tasks are well defined with Milestones. Timeline is reasonable with clear milestones. Very organized and clear understanding of all personnel. Very qualified staff with plenty of experience with Fire Stations and Similar Projects. Communication will be clear and strong. Understand the scope of what is needed and how to determine best route. From A-Z completely covered.

Shawn Vandemark: 75

PQH was a large firm out of Jacksonville. They had numerous fire station projects in North Central Florida and seemed qualified for this project. They discussed feasibility and building analysis. PQH was the only firm with a GC on staff.

Borrelli + Partners
(Excluded)

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 0

Chad Gibson: 0

Shawn Vandemark: 0

Gerard J. Pendergast Architect, PLC
(Excluded)

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 0

Chad Gibson: 0

Shawn Vandemark: 0

KTH Architects
(Excluded)

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 0

Chad Gibson: 0

Shawn Vandemark: 0

Synalovski Romanik Saye, LLC.
(Excluded)

Phase 2 Criteria | Points Based | 100 Points (100%)

Kyle Fegley: 0

Chad Gibson: 0

Shawn Vandemark: 0

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Kyle Fegley	City Engineer	Jun 9, 2023 8:21 AM
Chad Gibson	CIP & Grant Coordinator	May 17, 2023 4:49 PM
Shawn Vandemark	Fire Chief	Jun 5, 2023 3:09 PM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Company & Staff Qualifications	Points Based	30 *(30% of Total)*

Description:
Please see required information in Submittal of Qualifications

Criteria	Scoring Method	Weight (Points)
Related Experience and References	Points Based	30 *(30% of Total)*

Description:
Please see required information in Submittal of Qualifications

Criteria	Scoring Method	Weight (Points)
Project Approach / Management	Points Based	20 *(20% of Total)*

Description:
Please see required information in Submittal of Qualifications

Criteria	Scoring Method	Weight (Points)
Proposed Design Schedule	Points Based	20 *(20% of Total)*

Description:
Please see required information in Submittal of Qualifications

AGGREGATE SCORES SUMMARY

Vendor	Kyle Fegley	Chad Gibson	Shawn Vandemark	Total Score (Max Score 100)
Hall & Ogle Architects, Inc.	84	88	98	**90**
PQH Group Design, Inc.	94	85	89	**89.33**
CPH, LLC.	96	86	84	**88.67**
Gerard J. Pendergast Architect, PLC	83	91	88	**87.33**
Synalovski Romanik Saye, LLC.	85	85	87	**85.67**
Borrelli + Partners	88	84	82	**84.67**
KTH Architects	75	86	75	**78.67**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Company & Staff Qualifications Points Based 30 Points (30%)	Related Experience and References Points Based 30 Points (30%)	Project Approach / Management Points Based 20 Points (20%)	Proposed Design Schedule Points Based 20 Points (20%)
Hall & Ogle Architects, Inc.	25.3	27	19.3	18.3
PQH Group Design, Inc.	26.3	26	19	18
CPH, LLC.	26	24	19.3	19.3
Gerard J. Pendergast Architect, PLC	24.7	25	19	18.7
Synalovski Romanik Saye, LLC.	24.7	25.7	18.7	16.7
Borrelli + Partners	24.7	24.7	18.3	17
KTH Architects	23	22	16	17.7

Vendor	Total Score (Max Score 100)
Hall & Ogle Architects, Inc.	90
PQH Group Design, Inc.	89.33
CPH, LLC.	88.67
Gerard J. Pendergast Architect, PLC	87.33
Synalovski Romanik Saye, LLC.	85.67
Borrelli + Partners	84.67
KTH Architects	78.67

INDIVIDUAL PROPOSAL SCORES

Borrelli + Partners

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 25

Company seems architectural strong. 12 or 13 staff members. Firm may rely on outside resources as subs. Has municipal experience.

Chad Gibson: 24

Qualified staff. More sub roles. Experience with fire stations. Orlando based company may be a concern.

Shawn Vandemark: 25

Going out to other firms for landscape is prudent but the accessibility is a little concerning.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 25

Variety of municipal projects. They have decent site work in landscape abilities. Electrical and plumbing capabilities. They have the experience and references needed for this project.

Chad Gibson: 24

Not much experience with fire stations and the sites they have worked on are similar in square footage.

Shawn Vandemark: 25

Not many projects related to fire stations.

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 20

Good approach. Construction phase and involved oversight of the project for quality management requirements well planned.

Chad Gibson: 18

Planned approach. Milestones are clear.

Shawn Vandemark: 17

Appreciate their Discovery workshop approach which is unique.

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 18

Schedule was well done. Criteria is outlined. Some of the tasks could be condensed.

Chad Gibson: 18

Meets expectations. The length may be a concern.

Shawn Vandemark: 15

30 week schedule might be a little excessive.

CPH, LLC.

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 28

Spectrum of personnel is good. They have in-house structural, electrical, mechanical, surveying. Positive they are not relying on outside resources.

Chad Gibson: 26

They have many employees in-house. Sanford location. Some municipal buildings.

Shawn Vandemark: 24

Pretty large firm. All under one roof which will streamline the process.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 28

Substantial experience with space planning with office, not only with fire station specific. Other similar buildings to this project.

Chad Gibson: 24

Experience elsewhere is with fire stations.

Shawn Vandemark: 20

Experience with administration buildings. They have some local projects fire station related.

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 20

Great approach. Possibly utilizing the existing structure, maybe demoing and do a new structure. Or maybe a hybrid design. Good options. Cost savings measures with parking.

Chad Gibson: 18

Included certain milestones. Good plan approach. Included uniqueness for the area.

Shawn Vandemark: 20

This project is going to need some creativity, their approach was appropriate.

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 20

Good outline for complete project management procedures through to completion.

Chad Gibson: 18

Planned timeline on what to expect.

Shawn Vandemark: 20

Seemed realistic and in line with what to expect

Gerard J. Pendergast Architect, PLC

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 25

Using a local civil engineering and mechanical firms. Internally, have an open admin position. Cadd Tech is also performing management duties. Would like to have someone more dedicated to this project.

Chad Gibson: 24

Qualified staff. Using some subs. Projects listed are in NSB.

Shawn Vandemark: 25

Use of some outside subs.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 24

Some municipal experience not much related to fire rescue or management type buildings. Some references were not relevent to fire management type facilities.

Chad Gibson: 28

Experience with local municipalities. Good understanding of the area

Shawn Vandemark: 23

No oblivious fire department public safety buildings projects

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 17

Charts were not provided. A Gant chart showing workload and their approach with staff would have been helpful.

Chad Gibson: 20

Included the NSB concept

Shawn Vandemark: 20

Approach would fit our needs

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 17

General design schedule. More towards the architectural tasks, not as thorough as others.

Chad Gibson: 19

Meets expectations.

Shawn Vandemark: 20

Current availability seems acceptable.

Hall & Ogle Architects, Inc.

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 23

Good architects onboard. Have done a lot of work in the area. Several high staff members with little support group. Availability during construction may be an issue. Relevant projects and municipal experience.

Chad Gibson: 25

Staff with use of local subs. Experience with fire stations and municipality buildings

Shawn Vandemark: 28

Use of some subs and consultants.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 24

Relevant projects. Experience is more than adequate for our project.

Chad Gibson: 27

Experience with NSB and fire stations.

Shawn Vandemark: 30

Experience working with NSB and fire station buildings

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 19

Good approach. Provided options of remodeling or to demo and rebuilt. Sufficient timeframe

Chad Gibson: 19

Good approach

Shawn Vandemark: 20

Good approach

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 18

Sufficient. Took in account the different elements. Availability of some of the staff is questionable.

Chad Gibson: 17

Well balanced approach to what to expect. Concerned about the length of the project

Shawn Vandemark: 20

Seems to be appropriate.

KTH Architects

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 24

City of Daytona Logo. Civil engineers out of Tampa. Availability of the subs not provided.

Chad Gibson: 25

Qualified staff. Distance may be a concern. They have background with fire stations.

Shawn Vandemark: 20

Daytona logo.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 22

Has some fire services experience, mostly in Lake County. Team members relevancy for the project is not clear.

Chad Gibson: 24

Fire station background. Not in the area of NSB so not sure if they will have the NSB approach. Mainly in Lake County.

Shawn Vandemark: 20

Variety of projects. Some are out of state so hard to recognize them.

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 14

Proposal seemed hastily put together not oriented towards NSB

Chad Gibson: 19

has background understanding of fire stations

Shawn Vandemark: 15

comparable, nothing really stood out

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 15

Adequate, could have been more in-depth.

Chad Gibson: 18

9 weeks is fast.

Shawn Vandemark: 20

9 weeks would be a great schedule, not sure if it is realistic with the way construction is right now. May be of a concern

PQH Group Design, Inc.

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 27

Out of Jacksonville. Seems to be a full-service architectural firm. 6 partners. Availability should be adequate. GCs are involved. Well balanced firm

Chad Gibson: 26

Qualified. Plenty of experience with fire stations. Located in Jacksonville.

Shawn Vandemark: 26

Several partners and subs. Seem to have some depth.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 27

Previous experience is very comparable. A lot of fire rescue and offices. Experience is more than reverent for this project

Chad Gibson: 23

Plenty of experience with fire. Projects are more up north than to NSB

Shawn Vandemark: 28

A lot of projects are fire related

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 20

Hit all the bases with the required steps from conceptual all through to permitting and quality control to construction.

Chad Gibson: 18

Good approach. Milestones are pretty clear.

Shawn Vandemark: 19

Good approach. Addressed economic sustainability.

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 20

Comprehensive and realistic

Chad Gibson: 18

6 months is on the lengthier side

Shawn Vandemark: 16

6 month timeline, may be a little long.

Synalovski Romanik Saye, LLC.

Company & Staff Qualifications | Points Based | 30 Points (30%)

Kyle Fegley: 25

Firm out of Fort Lauderdale. Appears to have the sufficient number of employees. Architectural oriented with some interior designs. A lot of the structural is outsourced. The principal seems to have fire station experience but unsure of his role

Chad Gibson: 24

Fort Lauderdale a little further away from NSB. Qualified. Subs will be more in the area. Good background with fire.

Shawn Vandemark: 25

A lot of interior design experience.

Related Experience and References | Points Based | 30 Points (30%)

Kyle Fegley: 27

Has public sector experience. The prime has good experience but the subs to a lesser degree. Projects shown seem to be bigger than what we need.

Chad Gibson: 25

Fire station experience.

Shawn Vandemark: 25

Relevant experience. Several fire projects listed but does not fit our aesthetics.

Project Approach / Management | Points Based | 20 Points (20%)

Kyle Fegley: 18

No particular software or tracking system identified. Seem to have good sense on what it takes to keep a project on track.

Chad Gibson: 18

Mentions of site visits and coming to the location but being in Fort Lauderdale may be of concern.

Shawn Vandemark: 20

Good methodology

Proposed Design Schedule | Points Based | 20 Points (20%)

Kyle Fegley: 15

Mentioned milestone dates and meetings. It was adequate. It didn't have the overall items or could have been more comprehensive.

Chad Gibson: 18

Unsure of design schedule

Shawn Vandemark: 17

Could have been more comprehensive. 8 months is a little excessive.

THE CITY OF NEW SMYRNA BEACH - FINANCE

CONSIDER THE APPROVAL OF THE FISCAL YEAR 2025 BLANKET PURCHASE ORDERS EXCEEDING $50,000.

September 24, 2024

Background:

As part of the fiscal year-end process, the Finance Department complies a list of blanket purchase orders for the following fiscal year from the various Departments.

Blanket purchase orders are utilized throughout the year to support day to day city operations. Each transaction related to blanket purchase orders are within the small dollar threshold of under 5k.

Attached is the list for fiscal year 2025. The list includes requests for supplies, parts, and repairs.

Findings:

Staff recommends approving the attached list to continue the day-to-day operations throughout the year.

Fiscal Analysis:

These items are included in the FY2025 budget.

Strategic Plan Item:

No

Staff Report Created By: Janet Vivian - Purchasing Coordinator

Attachments:

FY25 Blanket PO Request over 50K.pdf

FY25 Blanket PO Request Over 50k - 9/6/2024

Vendor	Vendor Name	Description	FY24 Accutal Expense	FY25 Requested Amount	Department
756	Allen, Norton & Blue	City wide labor attorney	$ 51,400.00	$ 210,000.00	City-wide
771	Howard Fertilizer	Fertilizer and Chemicals	$ 59,000.00	$ 70,000.00	350 GOLF
6839	Siteone Landscape Supply, LLC	Fertilizer, Chemicals and Irrigation Supplies	$ 74,850.00	$ 70,000.00	350 GOLF
4826	Anderson Performance	AC Repairs	$ 53,445.00	$ 75,000.00	Citywide
3502	Harrison Electric	Electric Repairs	$ 77,700.00	$ 100,000.00	Citywide

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL OF THE UPDATED INTERLOCAL AGREEMENT AND APPLICATION FOR PARTICIPATION IN THE MUNICIPAL TRANSPORT PROGRAM.

September 24, 2024

Background:

In 2015, the City of New Smyrna Beach entered into an agreement which would allow for the transport of patients by the New Smyrna Beach Fire Department on a contingent basis, in the event resources had been depleted to a level that would impact patient care. In March of 2019, this agreement was updated to allow the New Smyrna Beach ambulance(s) to transport on a routine basis in an effort to improve the reliability of the EMS system in southeast Volusia County. The 2019 agreement was unanimously approved by commission and has remained intact since. The agreement presented in this agenda item is a revision of the 2019 agreement. The proposed agreement has no substantive changes aside from the reduction of fees charged to New Smyrna Beach from 10% to 7.5% of the net transport fee collected. New Smyrna Beach is currently authorized to operate two (2) ambulances (Item 16). This agreement will also apply to the cities of Deltona, Edgewater, Ponce Inlet, and Port Orange upon approval from their respective commissions.

Findings:

Staff recommends approval of the Interlocal Agreement and Application for Participation in the Municipal Transport Program

Fiscal Analysis:

The billing fees charged by Volusia County are being reduced from 10% to 7.5%. Upon adoption of this agreement, the fees will be reduced retroactively to January 1, 2024.

Strategic Plan Item:

No

Staff Report Created By: Shawn Vandemark - Fire Chief

Attachments:

20190305 COV combined HIPAA privacy business associate agreement.docx
FINAL MTP from county legal.docx

COMBINED HIPAA PRIVACY BUSINESS ASSOCIATE AGREEMENT
AND CONFIDENTIALITY AGREEMENT
AND HIPAA SECURITY RULE ADDENDUM
AND HITECH ACT COMPLIANCE AGREEMENT

The terms of this Agreement may be updated from time to time to reflect changes in related federal standards.

The Parties have entered into this Agreement for the purpose of satisfying the Business Associate contract requirements of the regulations at 45 CFR 164.502(e) and 164.504(e), issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Security Rule, codified at 45 C.F.R Part 164, Subparts A and C. (the "Security Rule"), the Health Information Technology For Economic and Clinical Health Act, enacted in Pub. L. No. 111-05 H.R., 111th Cong. (2009), Title XIII (the "HITECH Act"), as well as the confidentiality requirements contained in sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.

The Parties: County of Volusia (the "Covered Entity"), a political subdivision of the State of Florida with an address of 123 West Indiana Avenue, DeLand, Florida 32720; and

_____ with its principal place of business at _____ (the "Business Associate").

1.0 Definitions.

Terms used but not otherwise defined in this Agreement will have the same meaning as those terms in 45 CFR 160.103 and 164.501, and in the HITECH Act, Subtitle D.

"Individual" has the same meaning as the term "individual" in 45 CFR 164.501 and will include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

"Protected Health Information" is defined at 45 CFR 160.103 and in the HITECH Act. For purposes of this Agreement, the term refers only to that Protected Health Information received directly or indirectly from, or received or created on behalf of, the Covered Entity.

"Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

"Security Incident" means any event resulting in computer systems, networks, or data being viewed, manipulated, damaged, destroyed or made inaccessible by an unauthorized activity. See National Institute of Standards and Technology (NIST) Special Publication 800-61, "Computer Security Incident Handling Guide," for more information.

2.0 Obligations and Activities of Business Associate Regarding Protected Health Information.

(a) Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by Sections 3.0, 5.0 and 6.0 of this Agreement, or as required by applicable federal or laws of the State of Florida.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity or an Individual, and in a prompt and reasonable manner consistent with the HIPAA regulations, to Protected Health Information in a designated record set, to the Covered Entity or directly to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any Amendment(s) to Protected Health Information in a designated record set that the Covered Entity or an Individual directs or agrees to pursuant to 45 CFR 164.526, in a prompt and reasonable manner consistent with the HIPAA regulations.

(h) Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity, to the Secretary in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond

to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, in a prompt and reasonable manner consistent with the HIPAA regulations.

(k) Business Associate certifies that it is in compliance with all applicable provisions of HIPAA standards for electronic transactions and code sets, also known as the Electronic Data Interchange (EDI) Standards, at 45 CFR Part 162; and the Annual Guidance as issued by the Secretary pursuant to the HITECH Act, sec. 13401. Business Associate further agrees to ensure that any agent, including a subcontractor, that conducts standard transactions on its behalf, will comply with the EDI Standards and the Annual Guidance.

(l) Business Associate agrees to determine the Minimum Necessary type and amount of Protected Health Information required to perform its services and will comply with 45 CFR 164.502(b) and 514(d).

3.0 Permitted or Required Uses and Disclosures by Business Associate.

(a) Except as expressly permitted in writing by the Covered Entity, Business Associate will not divulge, disclose, or communicate Protected Health Information to any third party for any purpose not in conformity with this Agreement without prior written approval from the Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(c) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

(d) Business Associate may use Protected Health Information as necessary to provide the services required under the Municipal Transport Agreement with the Covered Entity.

4.0 Obligations of Covered Entity to Inform Business Associate of Covered Entity's Privacy Practices, and any Authorization or Restrictions.

(a) Covered Entity will provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

(b) Covered Entity will provide Business Associate with any changes in, or revocation of, Authorization by Individual or his or her personal representative to use or disclose Protected

Health Information, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

(c) Covered Entity will notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, if such changes affect Business Associate's uses or disclosures of Protected Health Information.

5.0 Confidentiality Agreement under State Law.

(a) Generally. In addition to the HIPAA privacy requirements, Business Associate agrees to observe the confidentiality requirements of sections 112.08(7), 119.07(4)(b)1., 760.50(5), Florida Statutes. In general, the referenced statute provides that medical records and medical claims records of county employees, former county employees, and their covered dependents are confidential and exempt from the provisions of section 119.07(1), Florida Statutes, known as the public records law of the State of Florida. Any person who willfully, knowingly, and without authorization discloses or takes data, programs, or supporting documentation, including those residing or existing internal and external to the Covered Entity's computer system, commits an offense in violation of section 815.04, Florida Statutes. Confidentiality requirements protect more than unlawful disclosure of documents. The confidentiality requirements protect the disclosure of all records and information of the Covered Entity, in whatever form, including the copying or verbally relaying of confidential information.

(b) Receipt of a Subpoena. If Business Associate is served with subpoena requiring the production of the Covered Entity's records or information, Business Associate will immediately contact the County of Volusia, Legal Department (386) 736-5950. A subpoena is an official summons issued by a court or an administrative tribunal, which requires the recipient to do one or more of the following:

i. Appear at a deposition to give sworn testimony, and may also require that certain records be brought to be examined as evidence.
ii. Appear at a hearing or trial to give evidence as a witness, and may also require that certain records be brought to be examined as evidence.
iii. Furnish certain records for examination, by mail or by hand-delivery.

(c) Employees and Agents. Business Associate acknowledges that the confidentiality requirements herein apply to all its employees, agents and representatives. Business Associate assumes responsibility and liability for any damages or claims, including state and federal administrative proceedings and sanctions, against the Covered Entity, including costs and attorneys' fees, resulting from the breach by Business Associate of the confidentiality requirements of this Agreement.

6.0 Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA, the Privacy Rule, the HITECH Act, of the laws of the State of Florida, if done by Covered Entity.

7.0 Term and Termination

(a) Term. The Term of this Agreement will begin on the last date set forth on the signature blocks below and will terminate on the date the Business Associate no longer provides services to the Covered Entity.

(b) Termination for Cause. Without limiting any other termination rights the parties may have, upon Covered Entity's knowledge of a material breach by Business Associate of a provision under this Agreement, Covered Entity will provide an opportunity for Business Associate to cure the breach or end the violation. If the Agreement of Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, the Covered Entity will have the right to immediately terminate the Agreement. If neither termination nor cure is feasible, Covered Entity will report the violation to the Secretary.

(c) Return or Destruction of PHI upon Termination. Within sixty (60) days after termination of the Agreement for any reason, or within such other time period as mutually agreed upon in writing by the parties, Business Associate will return to Covered Entity or destroy all Protected Health Information maintained by Business Associate in any form and will retain no copies thereof. Business Associate also will recover, and will return or destroy with such time period, any Protected Health Information in the possession of its subcontractors or agents. Within fifteen (15) days after termination of the Agreement for any reason, Business Associate will notify Covered Entity in writing as to whether Business Associate intends to return or destroy such Protected Health Information. If Business Associate elects to destroy such Protected Health Information, it will certify to Covered Entity in writing when and that such Protected Health Information has been destroyed. If any subcontractors or agents of the Business Associate elect to destroy the Protected Health Information, Business Associate will require such subcontractors or agents to certify to Business Associate and to Covered Entity in writing when such Protected Health Information has been destroyed. If it is not feasible for Business Associate to return or destroy any of said Protected Health Information, Business Associate will notify Covered Entity in writing that Business Associate has determined that it is not feasible to return or destroy the Protected Health Information and the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations, and restrictions set forth in this Agreement to Business Associate's use or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. If it's not feasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, Business Associate will provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions set forth in this Agreement to the

subcontractors' or agents' uses or disclosures of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses or disclosures to the purposes that make the return or destruction of the Protected Health Information not feasible. Prior to destroying any records hereunder, the Business Associate will obtain written confirmation from the Covered Entity that such actions will not violate the State of Florida's record retention policies.

8.0 HIPAA Security Rule Addendum.

(a) Security of Electronic Protected Health Information. Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 C.F.R. § 160.103) that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity consistent with the Security Rule.

(b) Reporting Security Incidents. Business Associate will report to the Covered Entity any Security Incident of which Business Associate becomes aware that is (1) a successful unauthorized access, use or disclosure of any Electronic Protected Health Information; or (2) a successful major (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information. Upon the Covered Entity's request, Business Associate will report any incident of which Business Associate becomes aware that is a successful minor (a) modification or destruction of any Electronic Protected Health Information or (b) interference with system operations in an information system containing any Electronic Protected Health Information.

(c) Compliance Date. The parties to this Agreement will comply with Sections (a) through (c) of this Section 8 by the later of the (1) the last date set forth in the signature blocks below or (2) the compliance deadline of the Security Rule as defined in 45 C.F.R. § 160.103.

9.0 HITECH Act Compliance Agreement.

(a) Reporting. The Business Associate will make a good faith effort to identify and report any use or disclosure of Protected Health Information not provided for in this Agreement.

(b) To Covered Entity. The Business Associate will report to the Covered Entity, within ten (10) business days of discovery, any use or disclosure of Protected Health Information not provided for in this Agreement of which the Business Associate is aware. The Business Associate will report to the Covered Entity, within twenty-four (24) hours of discovery, any Security Incident of which the Business Associate is aware. A violation of this paragraph will be a material violation of this Agreement. Such notice will include the identification of each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

(c) To Individuals. In the case of a breach of Protected Health Information discovered by the Business Associate, the Business Associate will first notify the Covered Entity of the pertinent details of the breach and upon prior approval of the Covered Entity will notify each individual whose unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed as a result of such breach. Such notification will be in writing by first-class mail to the individual (or the next of kin if the individual is deceased) at the last known address of the individual or next of kin, respectively, or, if specified as a preference by the individual, by electronic mail. Where there is insufficient, or out-of-date contact information (including a phone number, email address, or any other form of appropriate communication) that precludes written (or, if specifically requested, electronic) notification to the individual, a substitute form of notice will be provided, including, in the case that there are 10 or more individuals for which there is insufficient or out-of-date contact information, a conspicuous posting on the Web site of the covered entity involved or notice in major print of broadcast media, including major media in the geographic areas where the individuals affected by the breach likely reside. In any case deemed by the Business Associate to require urgency because of possible imminent misuse of unsecured Protected Health Information, the Business Associate may also provide information to individuals by telephone or other means, as appropriate.

(d) To Media. In the case of a breach of Protected Health Information discovered by the Business Associate where the unsecured Protected Health Information of more than 500 persons is reasonably believed to have been, accessed, acquired, or disclosed, after prior approval by the Covered Entity, the Business Associate will provide notice to prominent media outlets serving the State or relevant portion of the State involved.

(e) To Secretary of Health and Human Services. The Business Associate will cooperate with the Covered Entity to provide notice to the Secretary of Health and Human Services of unsecured Protected Health Information that has been acquired or disclosed in a breach. If the breach was with respect to 500 or more individuals, such notice must be provided immediately. If the breach was with respect to less than 500 individuals, the Business Associate may maintain a log of such breach occurring and annually submit such log to the Covered Entity so that it may satisfy its obligation to notify the Secretary of Health and Human Services documenting such breaches occurring in the year involved.

(f) Content of Notices. All notices required under this Agreement will include the content set forth Section 13402(f), Title XIII of the American Recovery and Reinvestment Act of 2009.

(g) Financial Responsibility. The Business Associate will be responsible for all costs related to the notices required under this Agreement.

(i) Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information in violation of this Agreement.

10.0 Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule, the Security Rule or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS or the HITECH Act applicable or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend this Agreement in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it will so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.

(c) Survival. All provisions in this Agreement that expressly or customarily survive the termination or expiration of the Agreement will continue in effect after the Agreement is terminated or expires.

(d) Interpretation. Any ambiguity, inconsistency, or conflict in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and the confidentiality requirements of the State of Florida, including sections 112.08(7), 119.071(4)(b)1., and 760.50(5), Florida Statutes.

(e) No Third Party Beneficiary. Nothing expressed or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the parties and the respective successors or assignees of the parties, any rights, remedies, obligations, or liabilities whatsoever.

(f) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida to the extent not preempted by the Privacy Rules or other applicable federal law. In the event of a dispute, venue of any proceedings will be the appropriate federal or state court in Volusia County, Florida.

(g) Indemnification and Performance Guarantees. Business Associate agrees to defend, indemnify, and hold harmless Covered Entity, its officers, directors, employees, and agents, from and against all claims, liabilities, suits, judgments, fines, assessments, penalties, damages, costs, and other expenses of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, related in any manner to or arising out of any material breach of this Agreement

by Business Associate, its agents, representatives, officers, directors, employees, or subcontractors. These indemnities shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of the Agreement.

(h) Assignment. Business Associate will not assign either its obligations or benefits under this Agreement without the expressed written consent of the Covered Entity, which will be at the sole discretion of the Covered Entity. Given the nature of this Agreement, neither subcontracting nor assignment by the Business Associate is anticipated and the use of those terms herein does not indicted that permission to assign or subcontract has been granted.

(i) Notice. Any notice required under this Agreement shall be sent by certified mail return receipt requested or by hand delivery to the following persons:

Covered Entity:

George Recktenwald, County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

With copies to:

Donna DePeyster, Deputy County Manager
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

Mark Wolcott, Emergency Medical Administration Director
County of Volusia
3825 Tiger Bay Rd.
Daytona Beach, Florida 32124

Business Associate:

_____

_____

_____

(j) Retroactivity. Business Associate warrants that there have been no violations of HIPAA or HITECH Act from the date of execution of the Underlying Agreement through the commencement date of this Agreement.

(k) Limitation of Liability / Sovereign Immunity. Both parties expressly retain all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or the limits of liability of the Covered Entity or the Business Associate beyond any statutory limited waiver of immunity or limits of liability which may be or may have been adopted by the Florida Legislature, and the cap on the amount and liability of each party for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any of the parties, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law, nor shall anything in this Agreement, including any indemnification provisions contained herein, be interpreted or otherwise construed as requiring one party to this Agreement to insure or indemnify the other for the other party's negligence or to assume any liability for the other party's negligence in contravention of the requirements of § 768.28(19), Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this combined HIPAA Privacy Business Associate Agreement, Confidentiality Agreement, HIPAA Security Rule Addendum and HITECH Act Compliance Agreement, on the date set forth below.

BUSINESS ASSOCIATE:	ATTEST:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

COVERED ENTITY: COUNTY OF VOLUSIA	
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INTERLOCAL AGREEMENT AND

APPLICATION FOR PARTICIPATION IN THE

MUNICIPAL TRANSPORT PROGRAM

In support of a comprehensive EMS system response model by combining the existing county-wide dynamic plan with municipal fixed-base operations, as a condition of participation as a municipal transport provider, the applicant agrees to:

1. Operate under the certificate of public convenience and necessity, advanced life support transport issued to the County of Volusia.
2. Operate within the parameters outlined below, or amended in writing by the County of Volusia.
    a. The County and municipal provider agree to operate in a coordinated closest available transport unit response strategy.
    b. All transport capable units will respond and provide patient transport service to any address in which an emergency (CAD priority =E or =1E) request is made. The closest available unit will be determined by global positioning system (GPS), whenever possible. Municipal fire transport units will respond as the closest available transport unit to non-emergency (priority ≠E or ≠1E) incidents located within the boundaries of that fire unit's municipality.
    c. All authorized transport vehicles shall be permitted by the Florida Department of Health through the county's license as transport capable. Basic life support, advanced life support, or dual permitting is permissible.

3. To optimize the availability of transport capable units and eliminate duplication, only one transport unit shall be assigned to the initial dispatch response request for both emergency and non-emergency assignments. Participating agencies in the municipal transport program may exercise the option of self-assigning their transport assets to structure fire incidents within their districts for staffing purposes.

4. Municipal transport units dispatched to any working fire incident shall serve as the sole assigned transport unit for standby. Note: If a known patient requires treatment/transport upon initial dispatch, the closest transport unit will be dispatched as closest unit response. At that point the next arriving municipal transport unit will become the primary fire standby unit.

5. Municipal transport units must operate in shifts of not less than twelve (12) hours per shift and operate on a set weekly schedule. Any alterations to the deployment schedule must be approved by the Emergency Medical Administration division. Additionally, the City shall immediately advise the communications center of any temporary changes in unit availability. Municipal transport units are permitted to be placed out of service for no greater than one (1) hour per shift. For any instance greater than one (1) hour, the agency must report the out of service time with explanation to the Emergency Medical Administration division for review.

6. Vehicles identified in this application shall be staffed and equipped consistent with all applicable statutes and regulations promulgated thereunder and in accordance with local requirements established by the EMS Medical Director.

7. The Applicant agrees to participate in and fully cooperate with all clinical and/or operational quality review and improvement activities as deemed necessary by the EMS

Medical Director and/or Emergency Medical Administration division. The Emergency Medical Administration division may review each transport to determine whether it adheres to program guidelines. If the determination involves any clinical element, the EMS Medical Director shall be responsible for determining the appropriateness of the transport. Inappropriate decision making will be addressed to the Agency Chief.

8. If municipal transport is initiated, the provider will be responsible for patient care throughout transport, including transference of patient care to hospital staff. The applicant shall notify the Emergency Medical Administration division in writing of any problems associated with, or deviations from, the routine delivery of transport services no later than the following business day.

9. As determined by the Emergency Medical Administration division, failure to satisfactorily comply with any provisions of this agreement may result in forfeiture of reimbursement related either to the transport event in question and/or for the duration of noncompliance. Continued noncompliance shall result in immediate termination of this agreement.

   a. First offense = Notice of Non-Compliance – Warning
   b. Second offense (like infraction in 26-week period) = Notice of Non-Compliance – Probation (26 weeks)
   c. Third offense (like infraction during probation) = Notice of Non-Compliance - Termination of Agreement (County Manager signature)
   d. Any agency which is issued a termination of agreement letter would have to appeal to the County Manager.

10. The applicant shall ensure that the Emergency Medical Administration division has current employment data on all employees eligible to participate in the Municipal Transport

Program. Employees must maintain all requisite credentials pursuant to Florida statutes and all requisite credentials pursuant to the Volusia County EMS medical director. The applicant shall ensure that staff are not prohibited from working for a Medicare provider as determined by the List of Excluded Individuals and Entities (LEIE) published by the United States Department of Health and Human Services, Office of the Inspector General. This audit shall occur annually and occur within twelve months of the previous audit.

11. The applicant shall indemnify and hold harmless the County of Volusia for claims that may arise from the applicant's negligent provision or failure of provision of services under this program. Such indemnification shall include, damages; costs; attorney's fees; expense of defense and investigation; and any other cost expense of whatsoever nature caused by the negligence of the applicant. Regardless of the foregoing, both the City and the County expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes, including any limitations as to their respective liabilities contained therein, and the City's indemnification obligations hereunder shall not be interpreted or construed as requiring the City to insure or indemnify the County for the County's negligence or to assume any liability for the County's negligence in contravention of the requirements of §768.28(19), Florida Statutes.

12. The City shall utilize the electronic patient care reporting software, licensed to the County of Volusia, for recording all transport incidents, including all appropriate attachments and identifying the paramedic-in-charge. The completed report shall be finalized in the ePCR system within twenty-four (24) hours of the time the vehicle was originally dispatched. Billing submissions will be subject to review and approval by the County. The City will provide and maintain the requisite hardware and software.

13. The County shall provide billing services or contract for billing services. Reimbursement for transports, to the extent permissible under state and local law, performed within the established parameters of the program shall be based on the actual fee collected for the subject transport less an administrative fee of seven and one-half percent (7.5%). Fees for services are set by the Volusia County Council.

14. As a condition of participation under the Municipal Transport Program, the applicants shall execute a separate business agreement (see attached) with the County of Volusia to allow for sharing of protected health information in accordance with federal and state law.

15. Should the City wish to discontinue participation in the Municipal Transport Program, the City shall submit a letter to the County no less than one hundred eighty (180) days in advance of requested cancellation date. The City shall continue to provide the agreed upon service for the duration of the 180 day notice. Withdrawal from the Municipal Transport Agreement precludes the City from reapplying into the Municipal Transport Program for a period of two years.

16. Consideration for increasing the number of municipal transport units shall be evaluated by the Emergency Medical Administration division. Consideration will include, but is not limited to, an analysis to determine if the proposed services are needed to improve the overall capability of the system; the effect of the proposed addition on existing services, including location of the proposed transport asset; and the effect of the proposed services on the overall cost of medical transportation. Approval shall be provided in writing to the requesting participant prior to the proposed expansion.

17. The parties agree that upon acceptance and approval by the City and County, all prior transport agreements, including but not limited to the contingency emergency medical

transport (CEMT), non-emergency transport program (NETP), and peak load utilization strategy (PLUS), and closest available response element (CARE) between the City and County are terminated. This Agreement supersedes all prior transport agreements between the City and County.

18. Pursuant to section 163.01(14), Florida Statutes, public agencies (including the County and the Applicant City) are authorized to enter into contracts for the performance of service functions of such public agencies, and if accepted and approved by the County, this application shall become a binding interlocal agreement between the City and the County authorizing the City to conduct emergency or non-emergency transport within or outside its municipal boundaries pursuant to the terms and conditions contained herein.

[Rest of page intentionally left blank]

IN WITNESS WHEREOF, the Applicant City to this Interlocal Agreement with the County of Volusia, affirms that all of the above requirements in the application for participation in the Municipal Transport Program have been met and will be maintained for the duration of the municipality's participation in the Municipal Transport Program, and the parties have caused the same to be signed by their duly authorized representatives on the dates indicated below.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

By:_____
Jeffrey S. Brower, COUNTY CHAIR

ATTEST:

_____
George Recktenwald, COUNTY MANAGER

[ADD CITY SIGNATURE PAGE]

THE CITY OF NEW SMYRNA BEACH - FIRE DEPARTMENT

CONSIDER THE APPROVAL OF THE USE AGREEMENT BETWEEN VOLUSIA COUNTY AND NEW SMYRNA BEACH FOR USE OF RESERVE AMBULANCE(S).

September 24, 2024

Background:

The New Smyrna Beach Fire Department currently operates one front line and one reserve transport ambulance. The current reserve ambulance is continuously in need of repairs as is the current front-line unit. Our department is consistently in need of utilizing reserve transport units from surrounding fire departments. This has also been difficult at times and has put our department in a position to seek alternatives until our new transport unit arrives sometime in May of 2025. Volusia County has offered the ability to utilize their spare transport ambulances when needed but require a "Use Agreement" to be signed. This item has been submitted to you for your consideration which will give our department additional needed resources when our transport units are out of service for mechanical problems.

Findings:

Staff recommends approval of Use Agreement with Volusia County Board of County Commissioners.

Fiscal Analysis:

There is no fiscal impact related to this item.

Strategic Plan Item:

No

Staff Report Created By: Dan Harshburger - Deputy Fire Chief

Attachments:

Ambulance MOU Equipment Use Agreement with Volusia County.updated 9.16.24.pdf
Exhibit A - inspection sheet_updated.8.26.24.docx

USE AGREEMENT FOR VOLUSIA COUNTY EMERGENCY MEDICAL SERVICES EQUIPMENT BETWEEN THE CITY OF NEW SMYRNA BEACH AND COUNTY OF VOLUSIA

This **USE AGREEMENT FOR VOLUSIA COUNTY EMERGENCY MEDICAL SERVICES EQUIPMENT** made by and between the **City of New Smyrna Beach**, whose principal place of business is at 210 Sams Avenue, New Smyrna Beach, Florida 32168 (hereinafter referred to as **"CITY")** and **County of Volusia,** a body corporate and politic and a subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter **"COUNTY").**

RECITALS

WHEREAS, the COUNTY is authorized by Section 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions; and

WHEREAS, the COUNTY and the CITY are public agencies authorized by Section 163.01(4) the Florida Interlocal Cooperation Act of 1969 to enter into interlocal agreements as defined in the act for the purpose of permitting "...local government units to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage ... to provide services and facilities in a manner ... that will accord best with ... the needs and development of local communities"; and

WHEREAS, pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or ensure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, CITY desires to use the **Volusia County Emergency Medical Services Equipment** described herein and owned by the COUNTY (hereinafter referred to as "EQUIPMENT " and more particularly described in Section 1.4); and

WHEREAS, CITY has agreed to assume all liability for acquiring and maintaining all insurance coverage required by the COUNTY while the EQUIPMENT is in the care, custody and control of CITY; and any other expenses and responsibilities related to the retrieval and delivery of the EQUIPMENT to and from the COUNTY; and

WHEREAS, CITY shall at all times retain supervision, dominion and control of the EQUIPMENT when the EQUIPMENT is not in possession of or under the

dominion and control of the COUNTY; and

WHEREAS, CITY agrees that COUNTY shall bear no expense, or be required to finance or pledge any public funds or fund any part of CITY's activities or projects; or costs associated with CITY's use of the EQUIPMENT under this Agreement; and

NOW, THEREFORE, in consideration of the foregoing recitals which are true, material, and incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by CITY and COUNTY, the parties agree and stipulate as follows:

1. DEFINITIONS

1.1 **Agreement**: This Agreement, including its articles, exhibits, attachments and addendums.

1.2 **Amendment**: An amendment to this Agreement must be in writing signed by the COUNTY and CITY authorizing an addition, substitution, deletion, revision, or modification to this Agreement.

1.3 **Effective Date**: The date that this Agreement is fully executed by CITY and the COUNTY.

1.4 **EQUIPMENT**: See attached Exhibit "A," incorporated herein.

2. USE OF EQUIPMENT BY CITY

2.1 CITY shall not sell, transfer, assign or encumber COUNTY's title or rights in the EQUIPMENT.

2.2 CITY shall be responsible for the storage expenses associated with its use of the EQUIPMENT.

2.3 Subject to Article 4, Scope of Use, CITY will return the EQUIPMENT and contents in same condition as delivered to CITY by COUNTY except for ordinary wear and tear.

2.4 CITY hereby assumes and shall bear the entire risk of any loss, theft, confiscation, expropriation, requisition, damage to, or destruction of, the EQUIPMENT. The CITY will be responsible for the repair of the engine, motor, or any related components only if, upon request by the CITY, the COUNTY provides written documentation, prior to the transfer of the EQUIPMENT, indicating that the EQUIPMENT has been maintained

according to COUNTY's standard operating procedures and is in proper working condition. If for any reason the EQUIPMENT or its components become lost, stolen, confiscated, expropriated, requisitioned, destroyed, irreparably damaged, or unusable ("Casualty Occurrences"), CITY shall promptly notify the Risk Manager of the COUNTY in writing of the occurrence of a Casualty Occurrence involving the EQUIPMENT.

2.5 Any cancellation or termination by COUNTY of this Agreement shall not release CITY from any then outstanding obligations to COUNTY hereunder or subject the COUNTY to any fees or costs.

2.6 All of COUNTY's rights contained in this Section shall survive the expiration or other termination of this Agreement.

2.7 Prior to release and use of the vehicle and equipment by the CITY, CITY shall inspect the vehicle and equipment, and provide written confirmation by executing Exhibit A that the CITY inspected the vehicle and the equipment, and the vehicle and equipment are operational, in good condition, and with no defects.

3. OPERATION, MAINTENANCE AND TESTING OF THE EQUIPMENT

3.1 **Security.** CITY is responsible for complying with any state and federal security related regulations as they relate or apply to CITY's use, care, custody and control of the EQUIPMENT.

3.2 **Maintenance.** COUNTY will continue to maintain the EQUIPMENT. As such, CITY will deliver the EQUIPMENT to the COUNTY for regular maintenance as determined in the sole discretion of the COUNTY. Accordingly, COUNTY shall provide the CITY with an equipment maintenance schedule and identify the date(s), time, and location of the maintenance.

4. SCOPE OF USE

4.1 CITY and COUNTY agree that the Scope of Use of the EQUIPMENT is for operational purposes only by the City of New Smyrna Beach Fire Department; and

4.2 CITY agrees that upon the completion of its use of the EQUIPMENT or termination or expiration of this Agreement, it will ensure that the EQUIPMENT is properly returned to the COUNTY, in the same condition it was provided to CITY, ordinary wear and tear excepted. [NOTE: *Confirm with attached inventory of the Vehicle which includes fuel levels and all*

listed equipment. Acceptance and return of Equipment must be verified and documented by a Lieutenant Paramedic or higher ranking officer of VCEMS.]

4.3 The EQUIPMENT will only include items permanently part of the EQUIPMENT and not any medical supplies, medical devices or any other temporary items.

4.4 Unless otherwise expressed in writing by the Volusia County Emergency Medical Services Director or his designee or stated herein, the location of pick up and return of the EQUIPMENT will be at:

Volusia County Emergency Medical Services Station 1 located at
112 Carswell Avenue, Holly Hill, Florida 32117

5. LIABILITY AND PROPERTY DAMAGE

5.1 **Liability**. CITY is responsible for paying for all fuel costs associated with its use of the EQUIPMENT including the EQUIPMENT's use for purposes of daily emergency services and activities.

5.2 **NO PLEDGE OF AD VALOREM TAXES**. The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement, and it is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or person property of CITY, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

5.3 **Property Damage**. If the EQUIPMENT is damaged while in the custody and control of CITY, CITY agrees to repair any damage, at CITY'S sole cost and expense, and return the EQUIPMENT in the same condition it was received, ordinary wear and tear excepted or, if CITY is unable to repair the damage, the CITY agrees to pay for and furnish a replacement for the EQUIPMENT, with COUNTY consent, with equipment that is the same as, or substantially equivalent to, the original EQUIPMENT provided to the CITY. The CITY will provide the COUNTY with a quote for the replacement EQUIPMENT. The

COUNTY agrees not to unreasonably withhold approval of the CITY's replacement EQUIPMENT.

6. WORKER'S COMPENSATION

The City shall have its worker's compensation policy endorsed to provide a waiver of subrogation in favor of the County.

7. TERM

The term of this Agreement will commence on the Effective Date and terminate thirty (30) days with prior written notice from the COUNTY.

8. NOTICE. All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

In the case of COUNTY:

County of Volusia
Attn: Director of Emergency Medical Services
Address:
DeLand, Florida 32720
Phone: (386)
Fax: (386)

with copies of legal notices to:

County of Volusia
Attn: County Attorney
123 West Indiana Avenue, Room 301
DeLand, Florida 32720
Phone: (386) 736-5950
Fax: (386) 736-5990

with copies of claim notices to:

County of Volusia
Attn: County Risk Manager
123 West Indiana Avenue
DeLand, FL. 32720

In the case of CITY:

City of New Smyrna Beach
ATTN: City Manager
210 Sams Avenue
New Smyrna Beach, FL 32168

with a copy of legal notices to:

City of New Smyrna Beach
ATTN: City Attorney
210 Sams Avenue
New Smyrna Beach, FL 32168

10. **ASSIGNMENT AND PERFORMANCE.** This Agreement shall not be assigned, transferred, or encumbered by CITY except as expressly permitted herein or as authorized by the COUNTY in writing.

11. **WAIVER OF BREACH AND MATERIALITY.** Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12. **COMPLIANCE WITH LAWS.** Each party shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

13. **SEVERANCE.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elect to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between CITY and COUNTY. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.

15. **APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction of any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, and venue for litigation arising out of the Agreement shall be exclusively in such state courts. By entering into this Agreement, CITY and COUNTY hereby expressly waive any rights

either party may have to a trial by jury of any civil litigation related to this Agreement. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement, unless otherwise stated herein.

16. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the award authority and CITY.

17. **PRIOR AGREEMENTS.** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Use Agreement for County Emergency Medical Services Equipment Between the City of New Smyrna Beach and County of Volusia, on the respective dates under each signature, for the purposes stated herein.

ATTEST:

CITY OF NEW SMYRNA BEACH

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Fred E. Cleveland
Title: Mayor
Date: _____

ATTEST:

COUNTY OF VOLUSIA

By: _____
George Recktenwald
County Manager
Date: _____

By: _____
County Chair
Date: _____

Exhibit A – Inspection of Vehicle and Equipment

1. I hereby certify that I am an employee of the City of New Smyrna Beach (City) and I am authorized to accept the use of the County of Volusia's ambulance and equipment for the City pursuant to the Use Agreement entered into by the County and City on _____.
2. I have inspected the ambulance and the equipment prior to use and except for any ambulance conditions and equipment issues noted in paragraph 4 below, find the ambulance and all equipment are operational, in good condition, and have no defects.
3. Ambulance Year:
   Make:
   Model:
   Property No:
   ALS / BLS License No: ALS:_____ BLS:_____
   VIN:
   License/Tag No.
   Mileage at time of transfer:
   Engine Hours at time of transfer:
   Main Oxygen Cylinder (M Tank) provided: Yes/No

   Stryker Stretcher provided: Yes/No If yes, provided Stretcher Property/Serial Number: _____

   Dell or Getac (circle one) MDT property No: _____

4. Note the equipment and any issues noted during inspection:

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

_____
____

City of New Smyrna Beach Employee: _____

Print Name:
Title:

Date: _____

*Leave sheet with County EMS after execution.

THE CITY OF NEW SMYRNA BEACH - MARINA

CONSIDER THE APPROVAL FOR A CHANGE ORDER TO THE MARINA DOCK REPAIR PO.

September 24, 2024

Background:

In fiscal year 2021-22, the city contracted with Taylor Engineering to provide waterfront inspection services at the city marina. Taylor Engineering performed this inspection on December 15, 2021 and January 7, 2022. This inspection identified high, medium, and low priorities for repair at the Marina. Additionally, this inspection provided a damage rating of no damage, minor, medium, or severe for each component of the Marina that was inspected.

In fiscal year 2022-23, the city had approximately $284,000 budgeted for this marina dock repair project and solicited bids for this project (ITB 08-23). The city received two bids back, both were significantly over budget. The two bids received back totaled $499,935 and $815,100. These bids were officially rejected by the city commission during the March 14, 2023, City Commission meeting. Following the rejection of these bids, city staff reviewed the proposed scope of the project and reduced to the scope to items identified in the assessment provided by Taylor Engineering as high priority or severe damage in an effort to stay within the available budget, staff worked with Taylor Engineering to ensure there was consensus for these changes. This change eliminated items identified items with minor or medium damage from the project.

In 2024, the city again solicited bids for this project (ITB 12-24), this time with the adjusted scope. In Depth Services Inc. won the bid with a price of approximately $324,000. The city funded the approximate $40,000 difference from the budgeted funds from Marina reserves. Approval for the project and the additional funding needed received approval at the April 9, 2024, City Commission meeting. The large-scale dock repair project at the City Marina began officially began in early July 2024. Upon In Depth beginning to dive on site and continuing to assess the condition of the docks at the Marina, greater and more extensive damage to the existing infrastructure was discovered than previously assessed.

In Depth is currently completing the repairs identified in ITB 12-24. However, In Depth has additionally identified that much of the damage originally identified in 2021-22 has significantly worsened. Many of the components that initially had no damage notated now have minor damage, components with minor damage now have medium damage, and medium damage is now severe damage. Components originally identified with severe damaged were listed in the original scope of work for this project.

In Depth has proposed compiled a change order with all additional work that needs to be done to best complete the necessary repairs identified to ensure the integrity of this project. In Depth, Taylor Engineering, and city staff have reviewed the additions to the project and recommend that the additional work be completed.

Attached is the assessment received from Taylor Engineering in 2022 and the latest change order received from In Depth from August 30, 2024.

Fiscal Analysis:

Due to the extent of the damage to the docks, the original PO was for $310,622.10. In Depth has provided a 5% discount on the change order reducing the cost by $15,531.00.

The total project cost breakdown is listed below.

Original price (ITB 12-24):	$297,090.00
Change Order #1 (approved):	$267.10
Change Order #2 w/ 5% discount (pending):	$295,091.00
Total	**$592,451.00**

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

NSB Marina Evaluation Memo_wApp.pdf
In Depth - NSB City Marina - Change Order Rev3_16SEP24.pdf
Original Executed Contract.pdf

Technical Memorandum

To: Michelle M. Vallance, PMP
Capital Improvements Project Coordinator, City of New Smyrna Beach

From: Omar L. Lopez-Feliciano, P.E.
Waterfront Engineer

Date: February 11, 2022

Subject: City of New Smyrna Beach – City Marina Evaluation

Introduction

City of New Smyrna (City) contracted Taylor Engineering, Inc. (Taylor) to provide waterfront inspection services at the city marina, located in New Smyrna Beach, FL. Taylor performed an inspection (above and underwater) of the waterfront features within the marina on December 15, 2021, and January 7, 2022. This memo briefly describes the waterfront features inspected, summarizes the overall condition assessment, and outlines the estimated opinion of probable construction costs for the recommended repairs. **Attachment 1 – Location Map and Evaluated Structures** provides the general location of the *Major* and *Severe* damages. **Attachment 2 – Field Inspection Notes** provides a tabular summary of the field inspection observations. Additionally, Taylor has organized field inspection photos by waterfront structure and electronically transmitted these via the FTP site with this submittal.

Underwater Engineering Services, Inc. (UESI) assisted Taylor in conducting the underwater portion of the inspection services. The inspection identified damage ratings to assess the overall structural condition and recommend repair or rehabilitation. Taylor divided the waterfront assets into seven (7) independent elements for inspection and subsequent rating as follows:

- Wharf
- Vinyl Bulkhead
- North Fixed Docks
- Wharf Fixed Docks
- East Fixed Dock
- Inspectors separate data for the main dock and finger docks to organize the inspection.
- Gangway
- Concrete Floating Dock

Assessment Methodology

Taylor assessed the structural condition of the waterfront assets in accordance with the American Society of Civil Engineers (ASCE) Manuals and Reports on Engineering Practice No. 130 — *Waterfront Facilities*

Inspection and Assessment (ASCE 130), wherein the following condition assessments ratings apply to each waterfront asset (from best to worst condition):

- **Good**: No visible damage or only minor damage noted. Structural elements may show minor deterioration, but no overstressing observed.
  No repairs required.

- **Satisfactory:** Limited minor to moderate defects or deterioration observed but no overstressing observed.
  No repairs required.

- **Fair:** All primary structural elements appear sound, but minor to moderate defects or deterioration observed. Localized areas of moderate to advanced deterioration may be present but do not significantly reduce the load bearing capacity of the structure.
  Repairs recommended as low priority.

- **Poor:** Advanced deterioration or overstressing observed on widespread basis but does not significantly reduce the structure's load-bearing capacity.
  Repairs recommended on medium-priority basis with moderate urgency.

- **Serious:** Advanced deterioration, overstressing, or breakage may have significantly affected the load-bearing capacity of primary structural components. Local failures are possible and loading restrictions may be necessary.
  Repairs recommended on high-priority basis with urgency.

- **Critical**: Very advanced deterioration, overstressing, or breakage has resulted in localized failures of primary structural components. More widespread failures are possible or likely to occur, and load restrictions should be implemented.
  Repairs recommended on a very high-priority basis with strong urgency.

The condition assessments rely on damage ratings assigned to structural members within each waterfront asset (as outlined in ASCE 130). The applied damage ratings follow (from best to worst condition): *No Damage, Minor, Moderate, Major,* and *Severe*. ASCE 130 provides damage rating guidance for all types of construction material to improve consistency among all structural features. At this site, construction materials observed included reinforced concrete, timber, and steel. **Table 1** summarizes the damage rating definitions provided by ASCE 130 for these materials.

Table 1 – ASCE Conditions Assessment Damage Ratings (ASCE 130)

Damage Rating	Definition		
	Timber / Wood	Reinforced Concrete	Steel
No Defects	- Sound surface material.	- Good original hard surface.	- Protective coating or wrap intact. - Light surface rust. - No apparent loss of material.

Damage Rating	Definition		
	Timber / Wood	**Reinforced Concrete**	**Steel**
Minor	- Checks, splits, and gouges less than 1/2-inch wide. - Evidence of marine borers or fungal decay.	- Mechanical abrasion or impact spall ≤ 1-inch in depth. - Occasional corrosion stains or small pop-out corrosion spalls. - General cracks ≤ 1/16-in. in width.	- Protective coating or wrap damaged and loss of thickness up to 15%. - Less than 50% of perimeter or circumference affected by corrosion. - Loss of thickness up to 15%.
Moderate	- Diameter loss up to 15% - Checks and splits wider than 1/2-inch. - Cross-section area loss up to 25%. - Corroded hardware. - Evidence of marine borers or fungal decay, with loss of cross-section.	- Structural cracks ≤ 1/16-in. in width. - Corrosion cracks ≤ 1/4-in. in width. - Chemical deterioration: Random cracks up to 1/16-in. in width; "Soft" concrete and /or rounding of corners up to 1-in. deep.	- Protective coating or wrap damaged and loss of thickness 15 to 30%. - More than 50% of perimeter or circumference affected by corrosion. - Loss of thickness 15% to 30%.
Major	- Diameter loss from 15% to 30%. - Cross-section loss from 25% to 50%. - Heavily corroded hardware. - Displacement and misalignments at connections.	- Structural cracks 1/16-in to 1/4-in in width and partial breakage (through section cracking with structural spalls) - Corrosion cracks wider than 1/4-in. and open or closed corrosion spalls (excluding pop-outs). - Multiple cracks and disintegration of surface layer due to chemical deterioration. - Mechanical abrasion or impact spalls exposing the reinforcing.	- Protective coating or wrap damaged and loss of thickness 30 to 50%. - Partial loss of flange edges or visible reduction of wall thickness on pipe piles. - Loss of thickness 30 to 50%.
Severe	- Diameter loss > 30%. - Cross-section loss > 50%. - Loss of connections and/or fully non-bearing condition. - Partial or complete breakage.	- Structural cracks wider than 1/4-in. or complete breakage. - Complete loss of concrete due to corrosion of reinforcing steel with more than 30% of diameter loss for any main reinforcing bar. - Loss of bearing and displacement at connections. - Loss of concrete cover (exposed steel) due to chemical deterioration. - Cross-section loss greater than 30%.	- Protective coating or wrap damaged and loss of wall thickness exceeding 50%. - Structural bends or buckling, breakage and displacement at supports, loose or lost connections. - Loss of wall thickness exceeding 50%.

Field Inspection Summary

The inspection determined the overall condition from the damage ratings assigned to each element and recommended repairs based on this finding. For example, if observations identified limited *Minor* or *Moderate* defects, the inspection assessed a *Satisfactory* condition and did not recommend repairs. However, if observations noted widespread *Moderate* to more advanced deterioration, the inspection assessed a *Fair* or worse condition in accordance with observations and recommended repairs based on a low, medium, or high priority in accordance with the final condition assessment.

Six (6) of the seven (7) waterfront structures exhibited one or more damage ratings of *Moderate*, *Major*, or *Severe,* wherein the ASCE 130 Manual recommends repair criteria. Most of the observed damages with a rating of *Moderate* did not appear to adversely impact the overall structural integrity, and Taylor assigned these a medium repair priority. However, inspectors found deterioration and overstressing in most of the *Major* and *Severe* damages. Hence, we assigned a high-priority repair recommendation to these conditions. **Table 2** provides a summary of the assigned damage rating, recommended repair priority, and description of the observed damages for each of the six structures rated as *Moderate* to *Severe*. Attachments 1 and 2 provide location details for each noted defect.

Table 2 – Summary of Observed Damages and Assigned Repair Priorities by Element (ASCE 130)

Element	Damage Rating	Repair Priority	Description
Wharf	Severe	High	- Marine borer damage and up to 100% section loss of 12 pile bracing.
	Moderate	Medium	- Marine borer damage and section loss of 4 pile bracing. - Rotted deck boards.
	Moderate	Low	- Marine borer damage in 1 pile.
North Fixed Docks	Major	High	- Marine borer damage and section loss of 3 pile bracing. - Loose aluminum access ladder.
	Moderate	Medium	- Marine borer damage and section loss of 1 pile bracing. - Corrosion on hardware on 2 pile caps.
	Moderate	Low	- Rot and section loss above the deck on 2 piles.
Wharf Fixed Docks	Major	High	- Marine borer damage and section loss of 6 pile bracing and flowering on hardware of 2 pile bracing.
	Moderate	Medium	- Marine borer damage and section loss of 3 pile bracing. - Moderate corrosion on hardware of 2 pile caps.

Element	Damage Rating	Repair Priority	Description
East Fixed Docks	Major	High	- Marine borer damage and section loss of 6 pile bracing.
	Moderate	Medium	- Marine borer damage and section loss of 4 pile bracing. - Moderate corrosion on hardware of 2 pile bracing and 2 pile caps.
Concrete Floating Dock	Severe	High	- Pitting up to 3/16" deep on 6 guide piles and 4 of them with holes up to 3" wide. - Scaling, delamination, flowering of hardware, and one missing roller on 10 pile guide frames. - Cracks on 11 concrete floats up to 1/4" wide and 1 float with a 1/2" wide crack. - Flowering on hardware and missing nuts on all through rods.
	Moderate	Medium	- Guides piles with coating loss, bubbling, and scaling on contact zone on 3 piles. - Pitting up to 1/8-inch deep at the intertidal zone on 3 piles. - Pile guides with corrosion, scaling, and delamination up to 50% of the frame and hardware on 4 pile guides. - Cracks up to 1/8" wide on 4 floats and 1 float with a 3/16" wide crack.
	Moderate	Low	- One broken fender board.
Vinyl Bulkhead	Moderate	Low	- Repair 1/16" cracks with efflorescence.

Major to Severe & High Priority Repair Recommendations

Taylor recommends that the City address the following high-priority repairs immediately or as soon as practical. We identified:

- Twenty-seven (27) timber pile bracing members with section loss and marine borer damage at the Wharf, North Fixed Docks, Wharf Fixed Docks, and East Fixed Docks
- One (1) loose aluminum access ladder at the North Fixed Docks
- Six (6) steel guide piles with pitting and four (4) holes; *Severe* corrosion on ten (10) pile guide frames; eleven (11) floats with *Major* cracks up to 1/4 inch wide and one (1) float with a *Severe* crack up to 1/2 inch; and *Severe* corrosion on all through rods at the Concrete Floating Dock

The following paragraphs discuss the damages recommended for *Major to Severe* and high priority repairs, as referenced in **Table 2**.

Wharf

Damages requiring high priority repairs at the Wharf include twelve (12) pile bracing with *Major* to Severe damage due to marine borer with section loss up to 3 inches deep (**Photograph 1**). Three (3) of those bracing members exhibit *Severe* damage with section loss up to 100% and up to 4 feet in length.



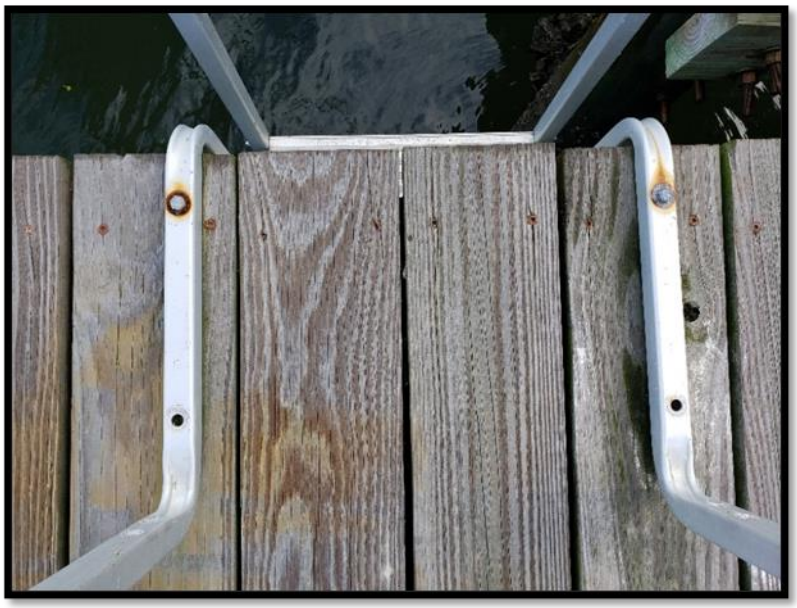
Photograph 1 – Marine Borer Damage and Section Loss of Pile Bracing at Wharf

North Fixed Docks

Damages requiring high priority repairs at the North Fixed Docks include three (3) pile bracing with *Major* damage due to marine borer with section loss up to 3 inches deep (**Photograph 2**). The aluminum access ladder on the south side between PB3 and PB4 has two missing anchor bolts and a loose connection to the dock (**Photograph 3**).



Photograph 2 – Marine Borer Damage and Section Loss of Pile Bracing at North Fixed Docks



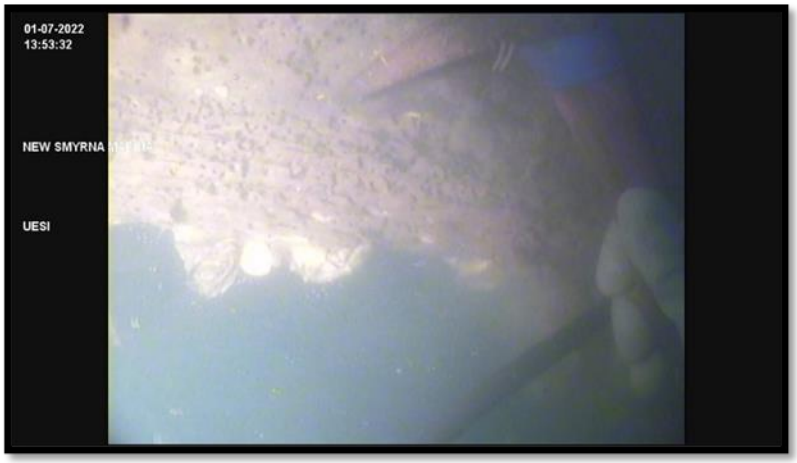
Photograph 3 – Loose Access Ladder with Missing Bolts at North Fixed Docks

Wharf Fixed Docks

Damages requiring high priority repairs at the Wharf Fixed Docks include six (6) pile bracing with *Major* damage due to marine borer with section loss up to 3 inches deep and flowering on hardware.

East Fixed Docks

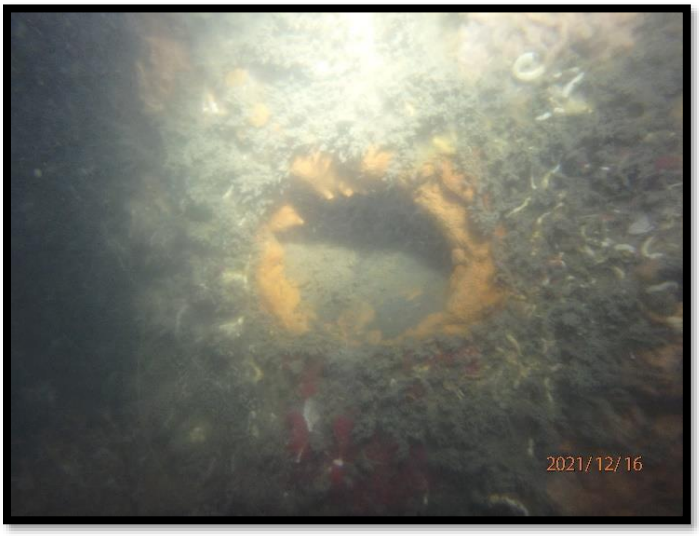
Damages requiring high priority repairs at the East Fixed Docks include one (1) pile bracing with *Major* damage due to marine borer with section loss (**Photograph 4**). Five (5) pile bracing at the East Finger Docks have *Major* damage due to marine borer with section loss up to 2 inches deep.



Photograph 4 – Marine Borer Damage of Bracing at East Fixed Docks

Concrete Floating Dock

Damages requiring high priority repairs at the Concrete Floating Dock include six (6) steel guide piles with *M*ajor to S*evere* damage due to pitting and holes. Guide pile DP10, DP11, DP16, and DP18 have at least one hole up to 3 inches wide (**Photograph 5**) and several locations with pitting. The six guide piles exhibit pitting above and below water up to 3/16 inch deep (**Photograph 6**).



Photograph 5 – Typical Hole on Guide Pile DP18



Photograph 6 – Typical Pitting on Guide Pile DP18

Inspectors observed ten (10) pile guides with scaling, delamination, flowering of hardware, and *Severe* corrosion up to 100% of the frame (**Photograph 7**). Pile guide DP13 is missing one roller and roller base (**Photograph 8**).



Photograph 7 – Typical Severe Corrosion of Pile Guide Frame



Photograph 8 – Missing Roller and Roller Base on Pile Guide DP13

Inspectors observed *Major* cracks up to 1/4 inch wide on eleven (11) concrete floats (**Photograph 9**) and one (1) *Severe* crack up to 1/2 inch on Float 20 (**Photograph 10**).



Photograph 9 – Typical Major Crack up to 1/4”



Photograph 10 – Severe Crack up to 1/2" on Southeast Corner of Float 20

Inspectors observed *Severe* corrosion on all through rods with flowering and missing nuts throughout the structure (**Photograph 11**).



Photograph 11 – Typical Severe Corrosion of Through Rods

Moderate & Low to Medium Priority Repair Recommendations

Taylor assigned the following damages a medium or low repair priority because they do not appear to pose a significant impact to the overall structural capacity. Taylor recommends that these elements be considered for repair within the next 12 to 24 months or as the City's budget allows. We identified:

- Fourteen (14) pile bracing members with *Moderate* section loss, marine borer damage, and/or hardware corrosion at the Wharf, North Fixed Docks, Wharf Fixed Docks, and East Fixed Docks.
- One (1) batter pile with *Moderate* marine borer damage at the Wharf
- Four (4) timber piles with *Moderate* rot above the deck at the North Fixed Docks and East Fixed Docks
- Three (3) guides piles with coating loss, bubbling, scaling, and pitting up to 1/8-inch deep at the intertidal zone. Four (4) pile guides frame with *Moderate* corrosion; four (4) concrete floats with *Moderate* cracks up to 3/16" wide on float; two (2) moderate cracks above deck; and one (1) broken fender board at the Concrete Floating Dock.
- Intermittent cracks up to 1/16-inch with efflorescence on the concrete cap at the north end of the Vinyl Bulkhead.

The following paragraphs discuss the damages recommended for medium or low priority repairs, as referenced in Table 2.

Wharf

Low priority repair damages include at the Wharf include one (1) batter pile, PB13, with marine borer damage measuring 30 inches long and about five-percent section loss (**Photograph 12**). Medium priority repair damages include four (4) timber pile bracing with *Moderate* damage due to marine borer with section loss up to 2 inches deep and rotted deck boards with warping at the ends from station 2+00 to 2+50 (**Photograph 13**).



Photograph 12 – Marine Borer Damage on Pile PB13



Photograph 13 – Rotted Deck Boards at Station 2+00

North Fixed Docks

Low priority repairs at the North Fixed Docks include two (2) timber piles with rot and section loss up to 4 feet long above the deck at FP4-B and FP4-A (**Photograph 14**). Medium priority repair damages include corrosion on the hardware at pile caps PB1 and PB4. One (1) timber pile bracing has *Moderate* damage due to marine borer with section loss measuring 1 foot long and 1/2-inch deep and 10% section loss on hardware due to corrosion (**Photograph 15**).



Photograph 14 – Rot Above Deck on Pile FP5-A



Photograph 15 – Hardware Corrosion on Pile Bracing PB4

Wharf Fixed Docks

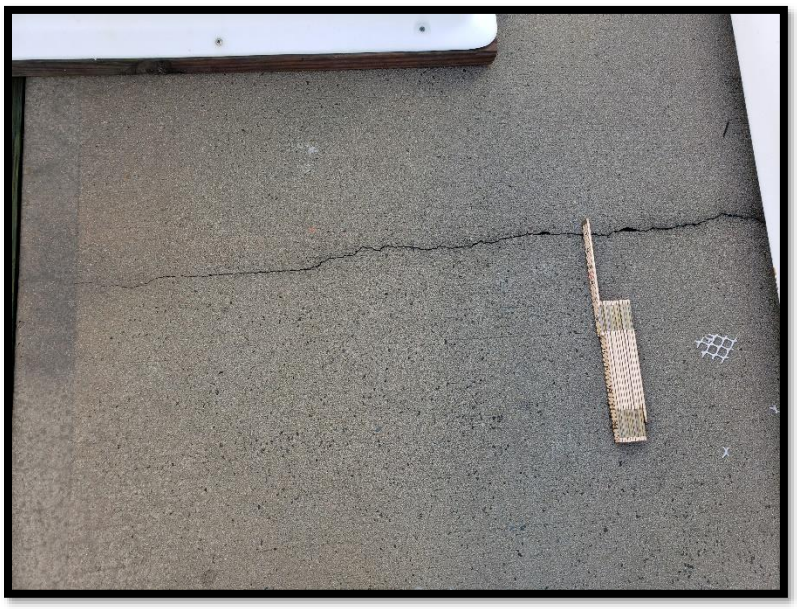
Medium priority repair damages at the Wharf Fixed Docks include *Moderate* corrosion with 10% section loss on the hardware at pile caps FP9 and FP15, three (3) pile bracing with *Moderate* damage due to marine borer with section loss up to 1 inch deep and *Moderate* corrosion on hardware with 10% section loss on the hardware.

East Fixed Docks

Medium priority repair damages at the East Fixed Docks include *Moderate* corrosion on the hardware at pile caps FP23 and FP42, two (2) pile bracing with *Moderate* corrosion of hardware, and four (4) timber pile bracing with *Moderate* damage due to marine borer with section loss measuring up to 2-1/2 feet long and 2 inches deep.

Concrete Floating Dock

Medium priority repair damages at the Concrete Floating Dock include five (5) concrete floats with Moderate cracks up 3/16 inch wide on float and two (2) cracks above deck up to 1/8 inch wide (**Photograph 16**).



Photograph 16 – Typical *Moderate* Deck Crack up to 1/8" on Float 33

Medium priority repair damages include three (3) steel guide piles with coating loss, bubbling, scaling, and pitting up to 1/8-inch deep at the intertidal zone (**Photograph 17**). Also, four (4) pile guides with corrosion, scaling, and delamination up to 50% of the frame and hardware (**Photograph 18**).



Photograph 17 – Bubbling, Scaling, and Pitting on North Face of Pile DP3



Photograph 18 – Corrosion of Pile Guide DP12

Low priority repair damages include one (1) broken fender board on Float 26. The timber member has lost connection to the floating dock and is hanging above the water.

Vinyl Bulkhead

Inspectors observed intermittent hairline cracks on the concrete cap and 1/16 inch wide cracks with efflorescence on the waterward side (**Photograph 19**). Expansion joints filler are weathered and/or missing. Three (3) *Minor* upland depressions locate adjacent to the cap at the north end of the structure. City staff mentioned Taylor about the frequent maintenance of backfill at this location. However, the sheets appear to be in good condition underwater and the cause for the fill loss was not found. Taylor recommends further inspection of the area next time a moderate backfill loss happens to better assess and identify the cause of the problem.



Photograph 19 – Moderate Crack with Efflorescence

The adjacent bulkhead located north of the Vinyl Bulkhead has a *Severe* structural crack 1 inch wide, about 5 inches deep and 3 feet long and (Photograph 20). This structure is off limits of the inspection, but we recommend contacting the owner of the structure to address the damage.



Photograph 20 – Severe Crack on Adjacent Concrete Bulkhead

Condition Assessment Ratings

Based on the element-by-element review of damages, Taylor assigned each waterfront asset an overall condition assessment rating, per ASCE 130, determined by the type and severity of damages identified. The list below summarizes the resulting condition assessment for each waterfront asset:

- Wharf Poor
- Vinyl Bulkhead Good
- North Fixed Docks Poor
- Wharf Fixed Docks Poor
- East Fixed Dock Poor
- Gangway Good
- Concrete Floating Dock Serious

Opinion of Probable Cost

Taylor identified repair recommendations for assets that had a damage rating of *Moderate* to *Severe*. **Table 3** provides an opinion of the probable estimated construction cost for the recommended repairs. The opinion of probable estimated costs for these repairs are preliminary estimates for use in budgetary planning only. All cost estimates will be refined during the subsequent design phase, and costs remain subject to change with the selection of repair materials and methods. The estimated costs outlined also assume that all repair work will be performed at the same time to reduce contractor mobilization costs.

The ASCE 130 Manual provides recommendations for the frequency of routine inspections based on the type of construction materials, the current condition assessment rating, and the type of environment. Based on the conditions assessment ratings assigned, Taylor recommends that the City implement routine periodic inspection of the facility every **3-years**. The inspection frequency stems from ASCE's recommendation of conducting routine inspections on a maximum of 3-years for unwrapped timber in an aggressive environment. ASCE recommends the 3-year maximum interval for timber classified in a Fair or Poor condition, as in the case of the Wharf, the North Fixed Docks, the Wharf Fixed Dock, and the East Fixed Docks. Once the City completes the repair recommendations and improvements are made, the inspection interval may be increased.

Table 3 – Opinion of Probable Estimated Cost for Repair Recommendations

Repair Priority	Element	Repair Recommendation	Estimated Cost
High	**Wharf**	Install 12 new pile bracing and hardware.	$ 11,500.00
	North Fixed Docks	Install 3 new pile bracing and hardware.	$ 4,000.00
		Anchor aluminum access ladder.	$ 100.00
	Wharf Fixed Docks	Install 8 new pile bracing and hardware.	$ 7,900.00
	East Fixed Docks	Install 6 new pile bracing and hardware.	$ 6,100.00
	Concrete Floating Dock	Patch and weld underwater holes and pitting on 6 piles.	$ 6,500.00
		Replace 10 pile guides with stainless steel frame.	$ 27,300.00
		Repair 1/4”-1/2” cracks on 12 floats.	$ 44,600.00
		Replace all through rods.	$ 56,800.00
		High Priority Subtotal	$ 164,800.00
Medium	**Wharf**	Install 4 new pile bracing and hardware.	$ 4,300.00
		Replace 50’ of rotten deck boards.	$ 2,400.00
	North Fixed Docks	Replace hardware of 2 pile caps.	$ 1,900.00
		Install 1 new pile bracing and hardware.	$ 1,500.00
	Wharf Fixed Docks	Install 3 new pile bracing and hardware.	$ 4,000.00
		Replace hardware of 2 pile caps.	$ 1,900.00
	East Fixed Docks	Install 4 new pile bracing and hardware.	$ 4,000.00
		Replace hardware of 2 pile caps and 2 pile bracings.	$ 1,900.00
	Concrete Floating Dock	Patch and weld above water pitting on 3 piles.	$ 2,100.00
		Coat 3 piles at the contact zone.	$ 3,800.00
		Replace 4 pile guides with stainless steel frame.	$ 12,000.00
		Repair cracks up to 3/16” on 5 floats.	$ 23,200.00
		Medium Priority Subtotal	$ 63,000.00
Low	**Wharf**	Wrap 1 pile.	$ 2,100.00
	North Fixed Docks	Wrap 2 piles.	$ 1,400.00
	Concrete Floating Dock	Replace broken board.	$ 400.00
	Vinyl Bulkhead	Repair 1/16" cracks with efflorescence.	$ 5,300.00
		Low Priority Subtotal	$ 3,900.00
		TOTAL ESTIMATED COST:	**$ 231,700.00**

ATTACHMENT 1

LOCATION MAP AND EVALUATED STRUCTURES



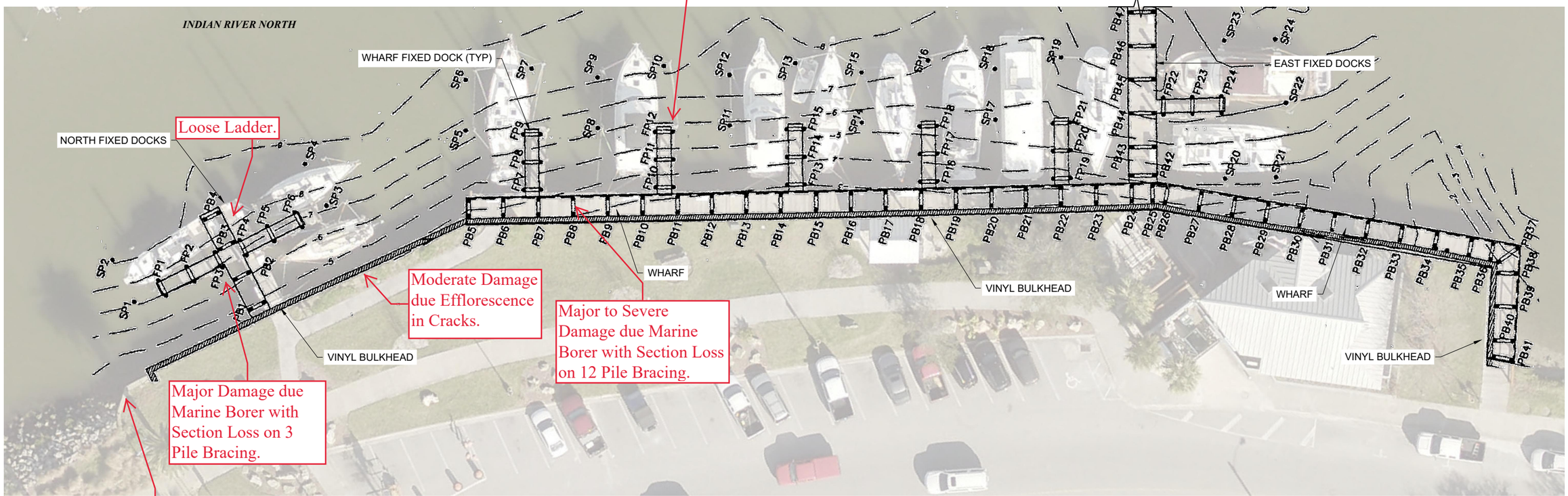
TAYLOR ENGINEERING INC.
2201 CANTU COURT SUITE 103
SARASOTA, FLORIDA 34232
REGISTRY # 4815

FIGURE 1
LOCATION MAP
NEW SMYRNA BEACH CITY MARINA - WATERFRONT STRUCTURES EVALUATION
201 N. RIVERSIDE DRIVE, NEW SMYRNA BEACH, FL 32168

PROJECT	C2021-080
DRAWN BY	CAS
SHEET	1 of 3
DATE	FEB 2022

STEPHANIE MASSEY X:\SYS\PROJECTS\C2021-080 SMYRNA EVALS\FIGURES\C2021-080-F-LOCATION MAP.DWG 1/12/2022 10:27:27 AM

PRELIMINARY DRAWINGS: THESE DRAWINGS ARE NOT IN FINAL FORM, BUT ARE BEING TRANSMITTED FOR AGENCY REVIEW.



NOTE: DRAWINGS WERE TAKEN FROM THE "NEW SMYRNA BEACH CITY MARINA REHABILITATION CONSTRUCTION PLANS" PREPARED BY ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. (ECT) IN 2004.

AERIAL REFERENCE: FDOT 2018

0 30' 60'

SCALE: 1" = 30'

N

FIGURE 2
WHARF, VINYL BULKHEAD, NORTH FIXED DOCKS, AND WHARF FIXED DOCKS
NEW SMYRNA BEACH CITY MARINA - WATERFRONT STRUCTURES EVALUATION
201 N. RIVERSIDE DRIVE, NEW SMYRNA BEACH, FL 32168

PROJECT	C2021-080
DRAWN BY	CAS
SHEET	2 of 3
DATE	FEB 2022

TAYLOR ENGINEERING INC.
2201 CANTU COURT SUITE 103
SARASOTA, FLORIDA 34232
REGISTRY # 4815

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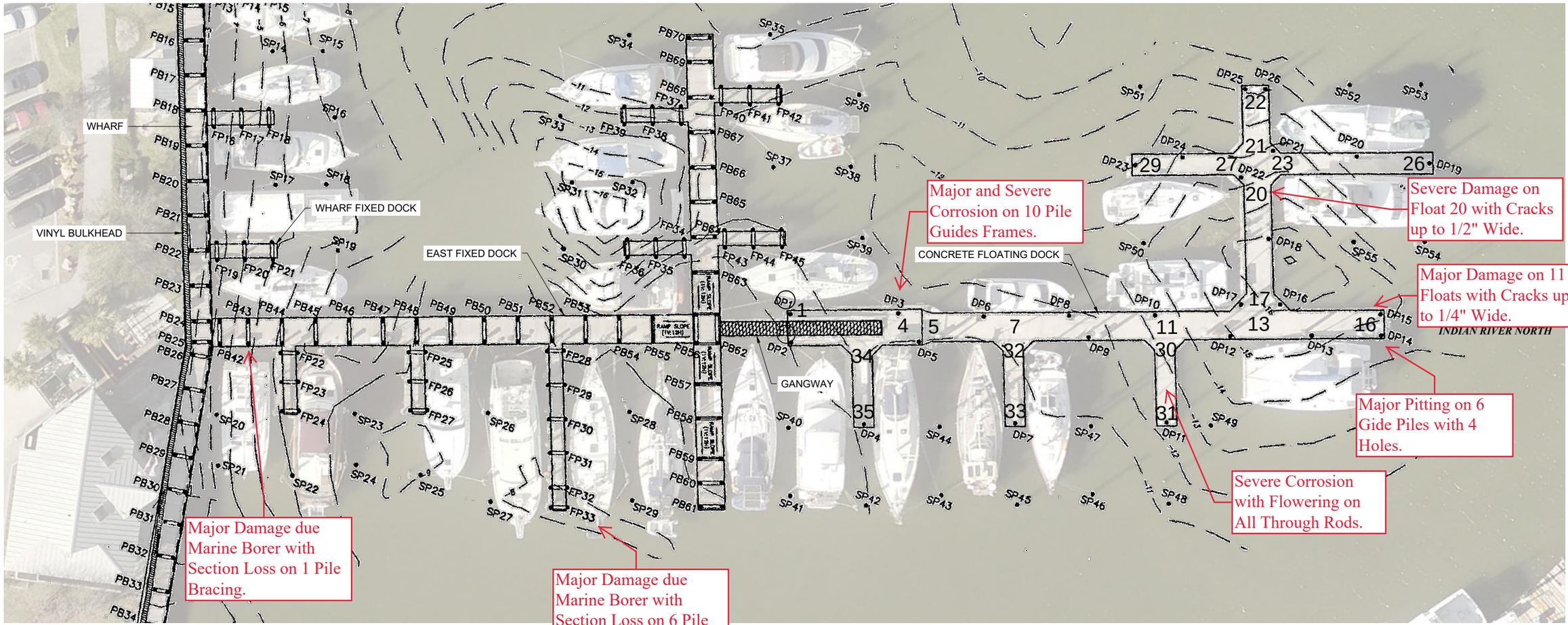

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AERIAL REFERENCE: FDOT 2018

0 30' 60'

SCALE: 1" = 30'

FIGURE 3
EAST FIXED DOCKS, GANGWAY, AND CONCRETE FLOATING DOCKS
NEW SMYRNA BEACH CITY MARINA - WATERFRONT STRUCTURES EVALUATION
201 N. RIVERSIDE DRIVE, NEW SMYRNA BEACH, FL 32168

PROJECT	C2021-080
DRAWN BY	CAS
SHEET	3 of 3
DATE	FEB 2022

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2201 CANTU COURT SUITE 103
SARASOTA, FLORIDA 34232
REGISTRY # 4815

STEPHANIE MASSEY X:\SYS\PROJECTS\C2021-080 SMYRNA EVAL\SIF\FIGURES\C2021-080-F-MARINA PLAN.DWG 1/12/2022 10:27:32 AM

ATTACHMENT 2

FIELD INSPECTION NOTES

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Substructure	Pile	UESI	PB5	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB5	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB6	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB6	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB7	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB7	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB8	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB8	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB9	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB9	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB9	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB10	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB10	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB11	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB11	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB12	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB12	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB13	B	-	-	Marine Borer Damage	MD	30	-	-	Marine borer damage in 2.5-ft-high band at 4 in. below the bracing. 5% loss.
Substructure	Pile	UESI	PB13	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB14	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB14	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB15	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB15	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB16	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB16	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB17	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB17	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB18	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB18	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB19	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB19	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB20	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB20	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB21	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB21	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB22	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB22	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB23	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB23	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB24	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB24	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB25	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB25	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB26	B	-	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage.
Substructure	Pile	UESI	PB26	A	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Substructure	Batter Pile	UESI	PB27	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB27	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB28	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB28	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB29	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB29	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB30	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB30	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB31	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB31	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB32	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB32	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB33	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB33	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB34	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB34	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB35	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB35	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB36	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB36	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB37	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB37	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB38	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB38	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB39	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB39	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB40	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB40	A	-	-	-	ND	-	-	-	-
Substructure	Batter Pile	UESI	PB41	B	-	-	-	ND	-	-	-	-
Substructure	Pile	UESI	PB41	A	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB5	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB6	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB7	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB8	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB9	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB9	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB10	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB11	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB12	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB13	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB14	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB15	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB16	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB17	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB18	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB19	-	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Substructure	Pile Cap	UESI	PB20	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB21	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB22	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB23	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB24	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB25	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB26	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB27	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB28	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB29	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB30	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB31	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB32	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB33	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB34	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB35	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB36	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB37	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB38	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB39	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB40	-	-	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB41	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB5	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB6	-	-	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage.
Substructure	Bracing	UESI	PB7	-	-	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage.
Substructure	Bracing	UESI	PB8	-	-	-	Marine Borer Damage & Section Loss	MD	6	3	2	Evidence of marine borer damage. Located external of bolt.
Substructure	Bracing	UESI	PB9	-	-	-	Marine Borer Damage & Section Loss	MJ	36	3	1	Section loss around and internal of bolt.
Substructure	Bracing	UESI	PB10	-	-	-	Marine Borer Damage & Section Loss	SV	-	-	-	Full section loss.
Substructure	Bracing	UESI	PB11	-	-	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage.
Substructure	Bracing	UESI	PB12	-	-	-	Marine Borer Damage & Section Loss	SV	48	-	-	90% section loss over 4' length.
Substructure	Bracing	UESI	PB13	-	-	-	Marine Borer Damage & Section Loss	SV	36	-	-	80% section loss over 3' length.
Substructure	Bracing	UESI	PB14	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB15	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB16	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB17	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB18	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB19	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB20	-	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Substructure	Bracing	UESI	PB21	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB22	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB23	-	-	-	Marine Borer Damage & Section Loss	MJ	36	3	3	Section loss around and internal of bolt.
Substructure	Bracing	UESI	PB24	-	-	-	Marine Borer Damage & Section Loss	MJ	36	4	2	Section loss around and internal of bolt.
Substructure	Bracing	UESI	PB25	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB26	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB27	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB28	-	-	-	Marine Borer Damage & Section Loss	MJ	36	4	2	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB29	-	-	-	Marine Borer Damage & Section Loss	MJ	36	4	2	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB30	-	-	-	Marine Borer Damage & Section Loss	MJ	36	6	2	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB31	-	-	-	-	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB32	-	-	-	Marine Borer Damage & Section Loss	MJ	48	5	3	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB33	-	-	-	Marine Borer Damage & Section Loss	MJ	60	4	2	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB34	-	-	-	Marine Borer Damage & Section Loss	MJ	60	4	2	Section loss around and internal of bolt
Substructure	Bracing	UESI	PB35	-	-	-	Marine Borer Damage	MD	24	4	0.5	-
Substructure	Bracing	UESI	PB36	-	-	-	Marine Borer Damage	MD	12	2	0.5	-
Substructure	Bracing	UESI	PB37	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB38	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB39	-	-	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB40	-	-	-	Marine Borer Damage	MD	6	4	2	-
Substructure	Bracing	UESI	PB41	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB5-PB6	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB6-PB7	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB7-PB8	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB8-PB9	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB9-PB10	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB10-PB11	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB11-PB12	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB12-PB13	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB13-PB14	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB14-PB15	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB15-PB16	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB16-PB17	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB17-PB18	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB18-PB19	-	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Underdeck	Stringers	UESI	PB19-PB20	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB20-PB21	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB21-PB22	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB22-PB23	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB23-PB24	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB24-PB25	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB25-PB26	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB26-PB27	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB27-PB28	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB28-PB29	-	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Underdeck	Stringers	UESI	PB29-PB30	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB30-PB31	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB31-PB32	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB32-PB33	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB33-PB34	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB34-PB35	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB35-PB36	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB36-PB37	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB37-PB38	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB38-PB39	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB39-PB40	-	-	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB40-PB41	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB5-PB6	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB6-PB7	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB7-PB8	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB8-PB9	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB9-PB10	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB10-PB11	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB11-PB12	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB12-PB13	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB13-PB14	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB14-PB15	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB15-PB16	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB16-PB17	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB17-PB18	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB18-PB19	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB19-PB20	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB20-PB21	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB21-PB22	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB22-PB23	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB23-PB24	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB24-PB25	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB25-PB26	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB26-PB27	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB27-PB28	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB28-PB29	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB29-PB30	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB30-PB31	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB31-PB32	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB32-PB33	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB33-PB34	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB34-PB35	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB35-PB36	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB36-PB37	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB37-PB38	-	-	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Underdeck	Deck Boards	UESI	PB38-PB39	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB39-PB40	-	-	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB40-PB41	-	-	-	-	ND	-	-	-	-
Deck Components	Deck Above	Taylor	-	-	0+00	0+50	Checks & Splits	MN	-	1/16	-	0+00 Deck boards are 2x6 inches by 8 feet long. Checks and splits up to 1/16", surface rust on steel screws hardware, fungal on ends with minor section loss (TYP). Deck boards west of 0+00 are warping and rot at the ends. 0+00 Handrail has 4x8 timber post 42 inches tall connected with stainless steel cables and no visible rust on cables (TYP). The handrail has two 2x6 inches top boards stained, with minor surface corrosion on hardware. 0+32 Change alignment to north and handrail stops.
Deck Components	Deck Above	Taylor	-	-	0+50	1+00	Fungal Decay	MN	-	-	-	Typical deck boards conditions. 0+58 Longer deck boards observed up to 13.5 ft. Minor fungal decay on board ends.
Deck Components	Deck Above	Taylor	-	-	1+00	1+50	Fungal Decay	MN	-	-	-	Typical deck board conditions. Deck hardware is stainless steel nails. Separation between boards up to 1/4". Boards are 8 ft long. Minor warping on board ends and fungal decay on west end with soft wood.
Deck Components	Deck Above	Taylor	-	-	1+50	2+00	Checks & Splits	MN	-	-	-	Typical deck boards conditions. 1+61 Center of "FP19" bent. 2+00 Center of "FP16" bent.
Deck Components	Deck Above	Taylor	-	-	2+00	2+50	Rot	MD	-	-	-	Typical deck boards conditions. Checks and splits up to 1/4". 2+38 Center of "FP13". Several boards with rot and decay on west side, some boards warping at the ends.
Deck Components	Deck Above	Taylor	-	-	2+50	3+00	Checks & Splits	MN	-	-	-	Typical deck boards conditions. 2+75 Center of "FP7" bent. 2+75 Deck boards are in better condition with light rust on screws.
Deck Components	Deck Above	Taylor	-	-	3+00	3+50	Checks & Splits	MN	6	-	-	Typical deck boards conditions. 3+12 Center of "FP7" bent. 3+15 A 6" split through board section at east end. 3+32 Deck boards ends. Handrail at end in typical condition.
Mooring Hardware	Cleats	Taylor	-	-	0+00	1+00	-	-	-	-	-	No cleats observed.
Mooring Hardware	Cleats	Taylor	-	-	1+00	1+50	Corrosion	MN	-	-	-	1+32 Galvanized cleat with 14" long with 10" base. Light surface powder corrosion and minor rust stains on hardware (TYP). 1+42 Typical cleat conditions. "PB42" bent located between cleats.
Mooring Hardware	Cleats	Taylor	-	-	1+50	2+00	Corrosion	MN	-	-	-	3 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	-	-	2+00	2+50	Corrosion	MN	-	-	-	4 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	-	-	2+50	3+00	Corrosion	MN	-	-	-	5 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	-	-	3+00	3+50	Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Utilities	-	Taylor	-	-	0+00	1+50	-	-	-	-	-	No utilities observed.
Utilities	Shore Power	Taylor	-	-	1+50	2+00	Light Mold	MN	-	-	-	1+58 Shore power pedestal 43" tall with light mold around base and cables (TYP). 1+90 Square utility box with pump out valve.
Utilities	Light Pole	Taylor	-	-	2+00	2+50	Loose	MN	-	-	-	Aluminum light pole with surface powder corrosion and loose base. 1 Shore power pedestal with typical conditions. Wi-Fi tower pole with light surface powder corrosion.
Utilities	Shore Power	Taylor	-	-	2+50	3+00	Light Mold	MN	-	-	-	2 Shore power pedestals with typical conditions.
Utilities	Shore Power	Taylor	-	-	3+00	3+50	Light Mold	MN	-	-	-	1 Shore power pedestals with typical conditions.

New Smyrna City Marina - Wharf

Inspection Area	Element	Inspected By:	Location		Station		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row	Start	End			L"	W"	D"	
Appurtenances	-	Taylor	-	-	0+00	1+50	-	-	-	-	-	No appurtenances observed.
Appurtenances	Dock Storage Box	Taylor	-	-	1+50	2+00	Light Mold	MN	-	-	-	1 Dock storage box with light mold around base (TYP.)
Appurtenances	Dock Storage Box	Taylor	-	-	2+00	2+50	Light Mold	MN	-	-	-	2 Dock storage boxes with typical conditions.
Appurtenances	Dock Storage Box	Taylor	-	-	2+50	3+00	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Dock Storage Box	Taylor	-	-	3+00	3+50	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.

New Smyrna City Marina - Vinyl Bulkhead

Inspection Area	Element	Inspected By:	Station		Defect	Damage Rating	Defect Dimensions			Comments
			Start	End			L"	W"	D"	
Substructure	Vinyl Sheet Pile	UESI	0+00	0+50	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	0+50	1+00	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	1+00	1+50	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	1+50	2+00	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	2+00	2+50	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	2+50	3+00	-	ND	-	-	-	-
Substructure	Vinyl Sheet Pile	UESI	3+00	3+50	-	ND	-	-	-	-
Substructure	Concrete Cap	UESI	0+00	0+50	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	0+50	1+00	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	1+00	1+50	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	1+50	2+00	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	2+00	2+50	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	2+50	3+00	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	UESI	3+00	3+50	Vertical cracks	MD	-	HL	-	Shrinkage cracks spaced every 2 to 5 feet.
Substructure	Concrete Cap	Taylor	0+00	3+32	-	NI	-	-	-	Cap not visible from above.
Substructure	Concrete Cap	Taylor	3+32	3+50	Chemical Deterioration	MD	-	-	-	Concrete Cap is 24" wide by 17" deep. Minor abrasion on top of cap, chips on waterward edges, intermittent hairline cracks, minor efflorescence on waterward side spaced every 1-2 ft (TYP). Concrete has rust stains. Anchor holes in concrete appear to be patched. 3+39 Cold joint is missing rubber filler (TYP) 3/4" wide. Upland depressions (3) in gravel are 2" deep 6" wide up to 1'long (TYP).
Substructure	Concrete Cap	Taylor	3+50	4+00	Chemical Deterioration	MD	-	1/16	-	Typical cap conditions. Some chips in cap, exposed aggregate at 3+60. 3+67 Cold joint in typical condition with gap of missing filler up to 1-1/4" wide. 3+50 to 3+89 Cracks are 1/16" wide run from top and whole width and depth of cap, some efflorescence on cap face. 3+89 to 3+95 Cap not visible due to PB1 dock.
Substructure	Concrete Cap	Taylor	4+00	4+32	Chemical Deterioration	MD	-	1/16	-	Typical cap conditions. 4+04.5 Expansion joint with typical conditions. 4+32 Change in alignment, return wall cap is 5' long.
Adjacent Bulkhead Substructure	Adjacent Bulkhead Concrete Cap	Taylor	4+32	4+42	Structural Crack	SV	36	1	5	4+33 to 4+42 Adjacent bulkhead is a concrete panel and concrete cap structure. 4+42 Crack 1" wide, 5" deep, and 3' long.

New Smyrna City Marina - Vinyl Bulkhead

Inspection Area	Element	Inspected By:	Station		Defect	Damage Rating	Defect Dimensions			Comments
			Start	End			L"	W"	D"	
Mooring Hardware	Cleats	Taylor	3+50	4+00	Corrosion	MN	-	-	-	Galvanized cleat with 14" long with 10" base. Light surface powder corrosion and minor rust stains on hardware (TYP).
Mooring Hardware	Cleats	Taylor	4+00	4+32	Corrosion	MN	-	-	-	Typical cleat conditions.
Appurtenances	Ladder	Taylor	3+32	4+32	Corrosion	MN	-	-	-	3+37 Aluminum access ladder 21" wide by 14" long. Light white powder corrosion, two missing nuts, bottom steps have marine growth covering 100% of the step.
Appurtenances	Railing	Taylor	3+32	4+32	Coating Loss	MN	-	-	-	Black aluminum railing 4' tall. Coating loss up to 5% mainly on post caps. Some poles are bent.

New Smyrna City Marina - North Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile Above Deck	Taylor	PB1	A	Checks	MN	-	-	-	Piles are 12 inches diameter.
Substructure	Pile	UESI	PB1	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB1	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB2	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB2	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB3	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB3	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB4	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB4	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP1	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP1	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP2	A	-	ND	-	-	-	-
Substructure	Pile Above Deck	Taylor	FP1	B	Abrasion	MN				Abrasion of pile above the dock.
Substructure	Pile Above Deck	Taylor	FP2	A	Missing	MN	-	-	-	Missing pile cap.
Substructure	Pile	UESI	FP2	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP3	A	-	ND	-	-	-	-
Substructure	Pile Above Deck	Taylor	FP3	A	Checks	MN	-	-	-	Checks on pile above water.
Substructure	Pile	UESI	FP3	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP4	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP4	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP5	A	-	ND	-	-	-	-
Substructure	Pile Above Deck	Taylor	FP4	A	Rot	MN	-	-	-	Pile is soft above dock, abrasion .
Substructure	Pile Above Deck	Taylor	FP4	B	Cross-Section Loss	MD	19	19	1.5	Section loss above dock 19" long, 9" wide, and 1.5" deep. Missing pile cap.
Substructure	Pile Above Deck	Taylor	FP5	A	Rot	MD	48	-	-	Abrasion and section loss of pile above dock. Soft/rot top 4 ft of pile.
Substructure	Pile	UESI	FP5	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP6	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP6	B	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP1	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP2	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP3	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP4	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB1	-	-	MD	-	-	-	Minor corrosion on hardware
Substructure	Pile Cap	UESI	PB2	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB3	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB4	-	-	MD	-	-	-	Minor corrosion on hardware
Substructure	Pile Cap	UESI	FP1	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP2	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP3	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP4	-	-	ND	-	-	-	-

New Smyrna City Marina - North Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile Cap	UESI	FP5	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP6	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB1	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	PB2	-	Marine Borer Damage & Section Loss	MJ	24	4	3	-
Substructure	Bracing	UESI	PB3	-	Marine Borer Damage & Section Loss	MJ	16	2	1	-
Substructure	Bracing	UESI	PB4	-	Marine Borer Damage & Section Loss	MD	12	2	0.5	Also 10% LOS on hardware due to corrosion
Substructure	Bracing	UESI	FP1	-	Hardware Corrosion	MN	-	-	-	10% corrosion section loss on hardware
Substructure	Bracing	UESI	FP2	-	Hardware Corrosion	MN	-	-	-	10% corrosion section loss on hardware
Substructure	Bracing	UESI	FP3	-	Decay	MN	-	-	-	Minor decay on ends of boards
Substructure	Bracing	UESI	FP4	-	Marine Borer Damage & Section Loss	MJ	36	6	1	-
Substructure	Bracing	UESI	FP5	-	Decay	MN	-	-	-	Minor decay on ends of boards
Substructure	Bracing	UESI	FP6	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB1-PB2	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB2-PB3	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB3-PB4	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP1-FP2	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP2-FP3		-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP3-FP4	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP4-FP5	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP5-FP6	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB1-PB2	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB2-PB3	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB3-PB4	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP1-FP2	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP2-FP3	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP3-FP4	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP4-FP5	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP5-FP6	-	-	ND	-	-	-	-

New Smyrna City Marina - North Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Deck Components	Deck Above	Taylor	PB1-PB2	-	Checks & Splits	MN	-	-	-	Deck boards are 2x6 inches by 8 feet long. Checks and splits up to 1/16", surface rust on steel screws hardware, fungal on ends with minor section loss (TYP). Aluminum gate 4 ft high. Light surface powder corrosion and minor rust stains on hardware (TYP).
Deck Components	Deck Above	Taylor	PB2-PB3	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	PB3-PB4	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP1-FP2	-	Checks & Splits	MN	-	1/2	-	Typical deck boards conditions. Checks up to 1/2" wide.
Deck Components	Deck Above	Taylor	FP2-FP3	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP3-FP4	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP4-FP5	-	Checks & Splits	MD	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP5-FP6	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Mooring Hardware	Cleats	Taylor	FP3-FP4	-	Surface Corrosion	MN	-	-	-	3 Cleats from "FP3-FP4" with typical conditions.
Mooring Hardware	Cleats	Taylor	PB1-PB2	-	Surface Corrosion	MN	-	-	-	Two galvanized cleat with 14" long with 10" base before bent "PB1". Light surface powder corrosion and minor rust stains on hardware (TYP).
Utilities	Shore Power	Taylor	-	-	Light Mold	MN	-	-	-	3 Shore power pedestals with water connection.
Appurtenances	Storage Box	Taylor	-	-	Light Mold	MN	-	-	-	Storage box with light mold.
Appurtenances	Fire Extinguisher	Taylor	-	-	Surface Corrosion	MN	-	-	-	Fire Extinguisher with light surface powder corrosion.
Appurtenances	Ladder	Taylor	-	-	Missing Bolts, Loose	MJ	-	-	-	Aluminum access ladder with 2 anchor bolts missing on north side and loose anchor connection.

New Smyrna City Marina - Wharf Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile	Taylor	FP7	A	Rot	MN	72	-	-	Scaling and rot top 6 ft of pile.
Substructure	Pile	UESI	FP7	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP7	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP8	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP9	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP9	A	-	ND	-	-	-	-
Substructure	Pile	Taylor	FP9	A	Missing	MN	-	-	-	Missing pile cap.
Substructure	Pile	UESI	FP10	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP10	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP11	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP11	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP12	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP12	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP12	B	-	ND	-	-	-	-
Substructure	Pile	Taylor	FP12	B	Abrasion	MN	-	-	-	Abrasion of pile above dock.
Substructure	Pile	UESI	FP13	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP13	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP14	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP14	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP15	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP15	B	-	ND	-	-	-	-
Substructure	Pile	Taylor	FP15	A	Checks	MN	-	0.5	-	Missing pile cap. Checks up to 1/2" on pile above the dock.
Substructure	Pile	Taylor	FP15	B	Missing	MN				Missing pile cap.
Substructure	Pile	UESI	FP16	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP16	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP17	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP17	B	-	ND	-	-	-	-
Substructure	Pile	Taylor	FP17	B	Scaling	MN	-	-	-	Scaling of pile above the dock.
Substructure	Pile	UESI	FP18	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP18	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP19	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP19	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP20	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP20	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP21	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP21	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP19	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP19	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP20	A	-	ND	-	-	-	-

New Smyrna City Marina - Wharf Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile	Taylor	FP20	A	Scaling	MN	-	-	-	Scaling on the south side of pile, top 4 ft of pile.
Substructure	Pile	UESI	FP20	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP21	A	-	ND	-	-	-	-
Substructure	Pile	Taylor	FP21	A	Scaling	MN	-	-	-	Scaling on the south side of pile, top 4 ft of pile.
Substructure	Pile	UESI	FP21	B	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP5	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP6	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP7	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Mooring Pile	UESI	SP8	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP9	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP10	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP11	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP12	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP13	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP14	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP15	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP16	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP17	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP18	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP19	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP7	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP8	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP9	-	Corrosion	MD	-	-	-	10% corrosion section loss on hardware
Substructure	Pile Cap	UESI	FP10	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP11	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP12	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP13	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP14	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP15	-	Corrosion	MD	-	-	-	10% corrosion section loss on hardware
Substructure	Pile Cap	UESI	FP16	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP17	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP18	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP19	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP20	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP21	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Bracing	UESI	FP7	-	-	NA	-	-	-	No bracing
Substructure	Bracing	UESI	FP8	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP9	-	Corrosion	MD	-	-	-	10% corrosion section loss on hardware
Substructure	Bracing	UESI	FP10	-	-	NA	-	-	-	No bracing
Substructure	Bracing	UESI	FP11	-	Marine Borer Damage & Section Loss	MD	36	3	1	Section loss along bottom of board
Substructure	Bracing	UESI	FP12	-	Marine Borer Damage & Section Loss	MJ	24	3	3	-
Substructure	Bracing	Taylor	FP12	-	Flowering on Hardware	MJ	-	-	-	Flowering of bracing hardware.
Substructure	Bracing	UESI	FP13	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP14	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP15	-	Marine Borer Damage & Section Loss	MJ	18	5	1.5	Also hardware corrosion
Substructure	Bracing	UESI	FP16	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP17	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP18	-	Marine Borer Damage & Section Loss	MJ	18	5	1.5	-
Substructure	Bracing	Taylor	FP18	-	Flowering on Hardware	MJ	-	-	-	Flowering of bracing hardware.
Substructure	Bracing	UESI	FP19	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP20	-	Marine Borer Damage & Section Loss	MJ	12	4	3	-
Substructure	Bracing	UESI	FP21	-	Marine Borer Damage & Section Loss	MD	12	2	0.5	Also hardware corrosion
Underdeck	Stringers	UESI	FP7-FP8	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP8-FP9	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP9-FP10	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP10-FP11	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP11-FP12	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP12-FP13	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP13-FP14	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP14-FP15	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP15-FP16	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP16-FP17	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP17-FP18	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP18-FP19	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP19-FP20	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	FP20-FP21	-	-	ND	-	-	-	-

New Smyrna City Marina - Wharf Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Underdeck	Deck Boards	UESI	FP7-FP8	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP8-FP9	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP9-FP10	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP10-FP11	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP11-FP12	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP12-FP13	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP13-FP14	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP14-FP15	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP15-FP16	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP16-FP17	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP17-FP18	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP18-FP19	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP19-FP20	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	FP20-FP21	-	-	ND	-	-	-	-
Deck Components	Deck Above	Taylor	FP7-FP8	-	Checks & Splits	MN	-	1	-	Checks and splits up to 1/16", surface rust on steel screws hardware, fungal on ends with minor section loss (TYP). One board with checks and splits up to 1" wide.
Deck Components	Deck Above	Taylor	FP8-FP9	-	Hole	MN	-	2	-	Typical deck boards conditions. 2" diameter hole in deck board.
Deck Components	Deck Above	Taylor	FP9-FP10	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP10-FP11	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP11-FP12	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP12-FP13	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP13-FP14	-	Checks & Splits	MN	12	-	-	Typical deck boards conditions. Splits up to 1' long.
Deck Components	Deck Above	Taylor	FP14-FP15	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP15-FP16	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP16-FP17	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP17-FP18	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP18-FP19	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP19-FP20	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Deck Components	Deck Above	Taylor	FP20-FP21	-	Checks & Splits	MN	-	-	-	Typical deck boards conditions.
Appurtenances	Ladder	Taylor	FP8-FP9	-	Missing Bolts	MN	-	-	-	2 Aluminum access ladders. Light white powder corrosion and moderate marine growth on bottom step (TYP). North ladder is missing 2 anchor bolts.

New Smyrna City Marina - Wharf Fixed Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Appurtenances	Ladder	Taylor	FP11-FP12	-	Marine Growth	MN	-	-	-	1 aluminum access ladder located on the south-side of dock. Typical conditions.
Appurtenances	Ladder	Taylor	FP14-FP15	-	Missing Bolts	MN	-	-	-	2 Aluminum access ladders. Typical conditions. Ladder on south-side of dock is missing 2 anchor bolts.
Appurtenances	Ladder	Taylor	FP17-FP18	-	Marine Growth	MN	-	-	-	1 aluminum access ladder located on the north-side of dock. Typical conditions.

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile	UESI	PB42	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB42	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB43	A	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Pile	UESI	PB43	B	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Pile	UESI	PB44	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB44	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB45	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB45	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB46	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB46	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB47	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB47	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB48	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB48	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB49	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB49	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB50	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB50	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB51	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB51	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB52	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB52	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB53	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB53	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB54	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB54	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB55	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB55	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB56	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB56	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB57	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB57	B	-	ND	-	-	-	-
Substructure	Fender Pile	Taylor	PB57-58	A	Scaling	MN	60	-	-	Fender pile on east side with scaling 5 ft above deck.
Substructure	Pile	UESI	PB59	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB58	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB59	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB59	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB60	A	-	ND	-	-	-	-

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile	UESI	PB60	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB61	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB61	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB62	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB62	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB63	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB63	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB64	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB64	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB65	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB65	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB66	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB66	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB67	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB67	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB68	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB68	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB69	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB69	B	-	ND	-	-	-	-
Substructure	Pile	UESI	PB70	A	-	ND	-	-	-	-
Substructure	Pile	UESI	PB70	B	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP20	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP21	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP22	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP23	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP24	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP25	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP26	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP27	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP28	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP29	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP30	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP31	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP32	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP33	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP34	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP35	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP36	-	-	ND	-	-	-	-

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Mooring Pile	UESI	SP37	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP38	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP39	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP40	-	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP41	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB42	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB43	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB44	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB45	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB46	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB47	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB48	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB49	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB50	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB51	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB52	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB53	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB54	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB55	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB56	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB57	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB58	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB59	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB60	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB61	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB62	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB63	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB64	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB65	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB66	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB67	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB68	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB69	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	PB70	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB42	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	PB43	-	Marine Borer Damage & Section Loss	MJ	36	5	1.5	Also hardware corrosion
Substructure	Bracing	UESI	PB44	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Bracing	UESI	PB45	-	Marine Borer Damage & Section Loss	MD	12	2	1	-
Substructure	Bracing	UESI	PB46	-	Marine Borer Damage & Section Loss	MD	12	2	1	-
Substructure	Bracing	UESI	PB47	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB48	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB49	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB50	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB51	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB52	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB53	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB54	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB55	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB56	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB57	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB58	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB59	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB60	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB61	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB62	-	Marine Borer Damage & Section Loss	MD	30	8	0.75	-
Substructure	Bracing	UESI	PB63	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB64	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB65	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB66	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB67	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	PB68	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB69	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	PB70	-	Corrosion	MD	-	-	-	Corrosion on hardware
Underdeck	Stringers	UESI	PB42-PB43	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB43-PB44	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB44-PB45	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB45-PB46	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB46-PB47	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB47-PB48	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB48-PB49	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB49-PB50	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB50-PB51	-	-	ND	-	-	-	-

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Underdeck	Stringers	UESI	PB51-PB52	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB52-PB53	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB53-PB54	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB54-PB55	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB55-PB56	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB56-PB57	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB57-PB58	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB58-PB59	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB59-PB60	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB60-PB61	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB62-PB63	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB63-PB64	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB64-PB65	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB65-PB66	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB66-PB67	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB67-PB68	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB68-PB69	-	-	ND	-	-	-	-
Underdeck	Stringers	UESI	PB69-PB70	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB42-PB43	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB43-PB44	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB44-PB45	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB45-PB46	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB46-PB47	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB47-PB48	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB48-PB49	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB49-PB50	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB50-PB51	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB51-PB52	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB52-PB53	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB53-PB54	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB54-PB55	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB55-PB56	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB56-PB57	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB57-PB58	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB58-PB59	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB59-PB60	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB60-PB61	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB62-PB63	-	-	ND	-	-	-	-

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Underdeck	Deck Boards	UESI	PB63-PB64	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB64-PB65	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB65-PB66	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB66-PB67	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB67-PB68	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB68-PB69	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	PB69-PB70	-	-	ND	-	-	-	-
Deck Components	Deck Above	Taylor	PB42-PB43	-	Checks & Splits	MN	-	-	-	Checks and splits up to 1/16", surface rust on steel screws hardware (TYP).
Deck Components	Deck Above	Taylor	PB43-PB44	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB44-PB45	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB45-PB46	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB46-PB47	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB47-PB48	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB48-PB49	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB49-PB50	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB50-PB51	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB51-PB52	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB52-PB53	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB53-PB54	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB54-PB55	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB55-PB56	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB56-PB57	-	Rot	MN	-	-	-	Typical deck board conditions. Rot on end of 1 board (east side).
Deck Components	Deck Above	Taylor	PB57-PB58	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB58-PB59	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB59-PB60	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB60-PB61	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB62-PB62	-	Holes	MN	-	-	-	Typical deck board conditions. Two holes on deck from previous location of a cleat.
Deck Components	Deck Above	Taylor	PB62-PB63	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB63-PB64	-	Warping	MN	-	-	-	Typical deck board conditions. Warping on end of 1 board (west side).
Deck Components	Deck Above	Taylor	PB64-PB65	-	Warping	MN	-	-	-	Typical deck board conditions. Warping on end of 1 board (west side).
Deck Components	Deck Above	Taylor	PB65-PB66	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB66-PB67	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB67-PB68	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB68-PB69	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	PB69-PB70	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Mooring Hardware	Cleats	Taylor	PB43-PB44	-	Surface Corrosion	MN	-	-	-	One galvanized cleat with 14" long with 10" base. Light surface powder corrosion and minor rust stains on hardware (TYP).
Mooring Hardware	Cleats	Taylor	PB44-PB45	-	Surface Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Mooring Hardware	Cleats	Taylor	PB45-PB46	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB46-PB47	-	Surface Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Mooring Hardware	Cleats	Taylor	PB48-PB49	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB49-PB50	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB52-PB53	-	Surface Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Mooring Hardware	Cleats	Taylor	PB53-PB54	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB54-PB55	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB55-PB56	-	Surface Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Mooring Hardware	Cleats	Taylor	PB60-PB61	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB62-PB63	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB63-PB64	-	Surface Corrosion	MN	-	-	-	1 Cleat with typical conditions.
Mooring Hardware	Cleats	Taylor	PB64-PB65	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB65-PB66	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB68-PB69	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Mooring Hardware	Cleats	Taylor	PB69-PB70	-	Surface Corrosion	MN	-	-	-	2 Cleats with typical conditions.
Utilities	Shore Power	Taylor	PB43-PB44	-	Light Mold	MN	-	-	-	1 Shore power pedestal with water has light mold around base (TYP).
Utilities	Shore Power	Taylor	PB45-PB46	-	Light Mold	MN	-	-	-	1 Shore power pedestal on south side of dock. Typical conditions.
Utilities	Shore Power	Taylor	PB49-PB50	-	Light Mold	MN	-	-	-	1 Shore power pedestal. Typical conditions.
Utilities	Shore Power	Taylor	PB53-PB54		Light Mold	MN	-	-	-	1 Shore power pedestal. Typical conditions.
Utilities	Shore Power	Taylor	PB63-PB64	-	Light Mold	MN	-	-	-	2 Shore power pedestals. Typical conditions.
Utilities	Shore Power	Taylor	PB66-PB67	-	Light Mold	MN	-	-	-	2 Shore power pedestals. Typical conditions.
Utilities	Shore Power	Taylor	PB69-PB70	-	Light Mold	MN	-	-	-	2 Shore power pedestals. Typical conditions.
Utilities	Pump Valve	Taylor	PB43-PB44	-	Light Mold	MN	-	-	-	One "In-deck" pump out valve in good condition. Light mold on the top lid.
Utilities	Pump Valve	Taylor	PB49-PB50	-	Light Mold	MN	-	-	-	One "In-deck" pump out valve in good condition. Light mold on the top lid.
Utilities	Pump Valve	Taylor	PB53-PB54	-	Light Mold	MN	-	-	-	One "In-deck" pump out valve in good condition. Light mold on the top lid.
Utilities	Pump Valve	Taylor	PB64-PB65	-	Light Mold	MN	-	-	-	One "In-deck" pump out valve in good condition. Light mold on the top lid.
Utilities	Pump Valve	Taylor	PB64-PB66	-	Light Mold	MN	-	-	-	One "In-deck" pump out valve in good condition. Light mold on the top lid.
Utilities	Pump Box	Taylor	PB55-PB56	-	Light Mold	MN	-	-	-	"Sump pump" box with light mold on the face of the box and painting loss on the top.
Utilities	Pump Station	Taylor	PB60-PB61	-	Light Mold	MN	-	-	-	Pump station with light mold.

New Smyrna City Marina - East Fixed Dock

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Utilities	Telephone	Taylor	PB55-PB56	-	Light Mold	MN	-	-	-	1 telecommunication box with light mold around the base.
Appurtenances	Cleaning Table	Taylor	PB47-PB48	-	Corroded Hardware	MN	-	-	-	1 Fish cleaning table with light rust on hardware.
Appurtenances	Storage Box	Taylor	PB42-PB43	-	Light Mold	MN	-	-	-	1 Dock storage box with light mold around base (TYP).
Appurtenances	Storage Box	Taylor	PB46-PB47	-	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Storage Box	Taylor	PB48-PB49	-	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Storage Box	Taylor	PB57-PB58	-	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Storage Box	Taylor	PB66-PB67	-	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Storage Box	Taylor	PB68-PB69	-	Light Mold	MN	-	-	-	1 Dock storage box with typical conditions.
Appurtenances	Bench	Taylor	PB57-PB58		Light Mold	MN	-	-	-	1 Dock bench with light mold.
Appurtenances	Ladder	Taylor	PB48-PB49	-	Marine Growth	MN	-	-	-	Aluminum access ladder with light white powder corrosion and moderate marine growth on bottom step (TYP).
Appurtenances	Ladder	Taylor	PB60-PB61	-	Marine Growth	MN	-	-	-	1 Aluminum access ladder. Typical conditions.
Appurtenances	Ladder	Taylor	PB66-PB67	-	Corroded Hardware	MN	-	-	-	1 Aluminum access ladder. Typical conditions. Rust stains on hardware of ladder.
Appurtenances	Fire Extinguisher	Taylor	PB62-PB63	-	Light Mold	MN	-	-	-	Fire extinguisher and hose box with light mold.

New Smyrna City Marina - East Finger Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile Above Deck	Taylor	FP22	A	Checks & Splits	MN	-	-	-	Pile with checks and splits up to 1/4 " wide above the deck (TYP).
Substructure	Pile	UESI	FP22	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP23	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP24	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP25	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP26	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP27	A	-	ND	-	-	-	-
Substructure	Pile Above Deck	Taylor	FP27	A	Scaling	MN	24	5	-	Scaling of pile above deck.
Substructure	Pile	UESI	FP28	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP29	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP30	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP31	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP32	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP33	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP34	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP35	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP36	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP37	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP38	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP39	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP40	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP41	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP42	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP43	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP44	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP45	A	-	ND	-	-	-	-
Substructure	Pile	UESI	FP22	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP23	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP24	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP25	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP26	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP27	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP28	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP29	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP30	B	-	ND	-	-	-	-
Substructure	Pile Above Deck	Taylor	FP30	B	Rot	MN	-	-	-	Rot, abrasion, and scaling of pile at deck level.
Substructure	Pile	UESI	FP31	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP32	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP33	B	-	ND	-	-	-	-

New Smyrna City Marina - East Finger Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Pile	UESI	FP34	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP35	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP36	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP37	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP38	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP39	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP40	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP41	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP42	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP43	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP44	B	-	ND	-	-	-	-
Substructure	Pile	UESI	FP45	B	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP22	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP23	-	Corrosion	MD	-	-	-	Hardware corrosion.
Substructure	Pile Cap	UESI	FP24	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP25	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP26	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP27	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP28	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP29	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP30	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP31	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP32	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP33	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP34	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP35	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP36	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP37	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP38	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP39	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP40	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP41	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP42	-	Corrosion	MD	-	-	-	Corrosion on hardware.
Substructure	Pile Cap	UESI	FP43	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP44	-	-	ND	-	-	-	-
Substructure	Pile Cap	UESI	FP45	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP22	-	-	NA	-	-	-	None present

New Smyrna City Marina - East Finger Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Substructure	Bracing	UESI	FP23	-	Marine Borer Damage & Section Loss	MJ	36	3	2	-
Substructure	Bracing	UESI	FP24	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP25	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP26	-	Marine Borer Damage & Section Loss	MJ	6	2	2	-
Substructure	Bracing	UESI	FP27	-	Marine Borer Damage & Section Loss	MJ	24	8	1.5	-
Substructure	Bracing	UESI	FP28	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP29	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP30	-	Marine Borer Damage	MN	-	-	-	Evidence of marine borer damage
Substructure	Bracing	UESI	FP31	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP32	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP33	-	Marine Borer Damage & Section Loss	MJ	36	8	1.5	Also corrosion on hardware
Substructure	Bracing	UESI	FP34	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP35	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP36	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP37	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP38	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP39	-	Marine Borer Damage & Section Loss	MJ	24	6	1.5	-
Substructure	Bracing	UESI	FP40	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP41	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP42	-	Corrosion	MD	-	-	-	Corrosion on hardware
Substructure	Bracing	UESI	FP43	-	-	NA	-	-	-	None present
Substructure	Bracing	UESI	FP44	-	-	ND	-	-	-	-
Substructure	Bracing	UESI	FP45	-	Corrosion	MD	-	-	-	Corrosion on hardware
Underdeck	Stringers	UESI	ALL	-	-	ND	-	-	-	-
Underdeck	Deck Boards	UESI	ALL	-	-	ND	-	-	-	-
Deck Components	Deck Above	Taylor	FP22-FP23	-	Split	MN	72	-	-	Checks and splits up to 1/16", surface rust on steel screws hardware, fungal on ends with minor section loss (TYP). Split along the total length of one board. Six (6) 1" diameter through holes in the deck.
Deck Components	Deck Above	Taylor	FP23-FP24	-	Section Loss	MN	15	2	-	Typical deck board conditions. Section loss of one board measuring 15 " long and 2 " wide.
Deck Components	Deck Above	Taylor	FP24-FP25	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.

New Smyrna City Marina - East Finger Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Deck Components	Deck Above	Taylor	FP25-FP26	-	Section Loss	MN	72	2	1	Typical deck board conditions. Section loss of one board 2" wide by 1" deep along the total board length. Rot and decay of deck boards. One nail sticking out of deck.
Deck Components	Deck Above	Taylor	FP26-FP27	-	Section Loss	MN	-	-	-	Typical deck board conditions. Minor section loss of one deck board 5" long by 1/2" deep.
Deck Components	Deck Above	Taylor	FP27-FP28	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP28-FP29	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP29-FP30	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP30-FP31	-	Warping	MN	-	-	-	Typical deck board conditions. Two boards with warping on east end.
Deck Components	Deck Above	Taylor	FP31-FP32	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP32-FP33	-	Section Loss	MN	14	-	1/4	Typical deck board conditions. Rot and section loss of deck board, 14" long by 1/4" deep.
Deck Components	Deck Above	Taylor	FP33-FP34	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP34-FP35	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP35-FP36	-	Holes	MN	-	-	1	Typical deck board conditions. Six (6) 1" diameter through holes in the deck. Nails sticking out of deck boards.
Deck Components	Deck Above	Taylor	FP36-FP37	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP37-FP38	-	Warping	MN	-	-	-	Typical deck board conditions. Warping of deck board on north end.
Deck Components	Deck Above	Taylor	FP38-FP39	-	Holes	MN	-	-	1	Typical deck board conditions. Five (5) 1" diameter through holes in the deck. Nail sticking out and warping of deck board (north side).
Deck Components	Deck Above	Taylor	FP39-FP40	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP40-FP41	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP41-FP42	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP42-FP43	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP43-FP44	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Deck Components	Deck Above	Taylor	FP44-FP45	-	Checks & Splits	MN	-	-	-	Typical deck board conditions.
Appurtenances	Ladder	Taylor	FP22-FP23	-	Missing Bolts	MN	-	-	-	Aluminum access ladder with light white powder corrosion and moderate marine growth on bottom step (TYP). Ladder missing two anchor bolts.
Appurtenances	Ladder	Taylor	FP34-FP35	-	Marine Growth	MN	-	-	-	1 Aluminum access ladder. Typical conditions. One washer missing.

New Smyrna City Marina - East Finger Docks

Inspection Area	Element	Inspected By:	Location		Defect	Damage Rating	Defect Dimensions			Comments
			Bent	Row			L"	W"	D"	
Appurtenances	Ladder	Taylor	FP38-FP39	-	Marine Growth	MN	-	-	-	1 Aluminum access ladder. Typical conditions.
Appurtenances	Ladder	Taylor	FP44-FP45	-	Marine Growth	MN	-	-	-	1 Aluminum access ladder. Typical conditions.
Appurtenances	Fire Extinguisher	Taylor	FP28-FP29	-	-	ND	-	-	-	1 Fire extinguisher in good condition.

New Smyrna City Marina - Gangway

Inspection Area	Element	Inspected By:	Station		Defect	Damage Rating	Defect Dimensions			Comments
			Start	End			L"	W"	D"	
Appurtenances	Gangway	Taylor	0+00	0+48	Corrosion	MN	-	-	-	Aluminum gangway is 48 inches wide and 48 feet long. Railing is 43 inches tall. East end of gangway has a 19" long ramp. Minor rust stains on the surface and mold on the north side of gangway. Gangway rollers are not visible and not observed. A fire extinguisher is connected to the south side handrail of the gangway.

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Guide Pile	UESI	DP1	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP2	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP3	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP4	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP5	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP6	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP7	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP8	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP9	Pitting	MJ	-	4	1/4	Two cells identified. 1" to 4" diameter x 1/4" deep pitting.
Substructure	Guide Pile	UESI	DP10	Hole	SV	3	2	-	Corrosion hole, south quadrant, 3" x 2" within a 6" area of pitting, 1' above bottom
Substructure	Guide Pile	UESI	DP11	Hole	SV	-	2	-	Corrosion hole, southeast quadrant, 2" diameter, within a 6" area of pitting up to 1/4" deep. Isolated corrosion cells identified at 24" below water. Cells are up to 1/2" diameter x 1/16" deep pitting.
Substructure	Guide Pile	UESI	DP12	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP13	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP14	Pitting	MJ	-	4	1/4	Isolated corrosion cells identified at 18" below water. Cells are up to 4" diameter x 1/4" deep pitting.
Substructure	Guide Pile	UESI	DP15	-	ND	-	-	-	Old guide frame is still around pile halfway down.
Substructure	Guide Pile	UESI	DP16	Hole	SV	3	2	-	Corrosion hole, north quadrant, 3" x 2" within a 6" area of pitting, 2' above bottom
Substructure	Guide Pile	UESI	DP17	-	ND	-	-	-	
Substructure	Guide Pile	UESI	DP18	Hole	SV	-	2	-	Corrosion hole, 7' below water, 2" diameter. Isolated corrosion cells identified at 18" below water. Cells are up to 4" diameter x 1/8" to 3/16" deep pitting.
Substructure	Guide Pile	UESI	DP19	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP20	-	-	-	-	-	No pile at this position
Substructure	Guide Pile	UESI	DP21	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP22	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP23	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP24	-	-	-	-	-	No pile at this position
Substructure	Guide Pile	UESI	DP25	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP26	-	ND	-	-	-	-
Substructure	Guide Pile	UESI	DP27	-	ND	-	-	-	-

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Pile Guide	UESI	DP1	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP2	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP3	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP4	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP5	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP6	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP7	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP8	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP9	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP10	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP11	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP12	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP13	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP14	-	ND	-	-	-	Stainless steel pile guide.
Substructure	Pile Guide	UESI	DP15	-	ND	-	-	-	Stainless steel pile guide.
Substructure	Pile Guide	UESI	DP16	-	ND	-	-	-	Stainless steel pile guide.
Substructure	Pile Guide	UESI	DP17	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP18	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP19	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP20	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP21	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP22	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP23	Corrosion	MJ	-	-	-	Corrosion on framing steel and bolts
Substructure	Pile Guide	UESI	DP24	-	ND	-	-	-	-
Substructure	Pile Guide	UESI	DP25	-	ND	-	-	-	Old broken guide frame on pile at mid-height
Substructure	Pile Guide	UESI	DP26	-	ND	-	-	-	Old broken guide frame on pile at mid-height
Substructure	Pile Guide	UESI	DP27	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP42	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP43	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP44	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP45	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP46	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP47	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP48	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP49	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP50	-	ND	-	-	-	-

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Mooring Pile	UESI	SP51	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP52	-	ND	-	-	-	-
Substructure	Mooring Pile	UESI	SP53	-	ND	-	-	-	-
Substructure	Float	UESI	1	Crack	MN	12	1/16	-	Horizontal crack, north side at east end
Substructure	Float	UESI	2	Crack	MN	24	1/16	-	Horizontal crack, north side at west end
Substructure	Float	UESI	3	Crack	MJ	48	1/4	-	NWC Horizontal crack, 36" on north side, 12" on west end
Substructure	Float	UESI	3	Crack	MD	48	1/8	-	Horizontal crack, 10" on north side at west end
Substructure	Float	UESI	4	Crack	MJ	48	1/4	-	NWC Horizontal crack, 36" on north side, 12" on west end
Substructure	Float	UESI	4	Crack	MJ	24	1/4	-	Horizontal crack, south side at west end
Substructure	Float	UESI	5	-	ND	-	-	-	-
Substructure	Float	UESI	6	Crack	MN	30	1/16	-	Horizontal crack, south side at east end
Substructure	Float	UESI	6	Crack	MN	24	1/16	-	Horizontal crack, north side at east end
Substructure	Float	UESI	7	Crack	MJ	6	1/4	-	Horizontal crack, south side at west end
Substructure	Float	UESI	8	Crack	MJ	30	1/4	-	SWC Horizontal crack, 6" on south side, 24" on west end
Substructure	Float	UESI	9	-	ND	-	-	-	-
Substructure	Float	UESI	10	-	ND	-	-	-	-
Substructure	Float	UESI	11	-	ND	-	-	-	-
Substructure	Float	UESI	12	Crack	MJ	36	1/4	-	NWC Horizontal crack, 12" on north side, 24" on west end
						24	1/4	-	NEC Horizontal crack, 12" on north side, 12" on east end
Substructure	Float	UESI	13	-	ND	-	-	-	-
Substructure	Float	UESI	14	Crack	MJ	72	1/4	-	NEC Horizontal crack, 24" on north side, 48" on east end
Substructure	Float	UESI	15	Crack	MN	12	1/16	-	Horizontal crack on north side, east end
Substructure	Float	UESI	16	Crack	MD	18	1/8	-	Horizontal crack on south side, east end, and extends into east end
						18	1/8	-	Horizontal crack on north side, east end, and extends into east end
						Full	1/8	-	Horizontal crack on east end, full width of float
					MD	72	3/16	-	NWC Horizontal crack, 48" on north side, 24" on west end
Substructure	Float	UESI	17	Crack	MJ	36	1/4	-	Horizontal crack on east side, south end
						54	1/4	-	NEC Horizontal crack, 36" on east side, 18" on north end
Substructure	Float	UESI	18	-	ND	-	-	-	-
Substructure	Float	UESI	19	Crack	MJ	72	1/4	-	SEC Horizontal crack, 36" on east side, 18" on south end
						42	1/4	-	NEC Horizontal crack, 18" on east side, 24" on north end
					MD	12	1/8	-	Horizontal crack on west side, north end
Substructure	Float	UESI	20	Crack	SV	48	1/2	-	SEC Horizontal crack, 24" on east side, 24" on south end
Substructure	Float	UESI	21	Crack	MJ	60	1/4	-	NEC Horizontal crack, 36" on east side, 24" on north end
Substructure	Float	UESI	22	Crack	MJ	48	1/4	-	NEC Horizontal crack, 24" on east side, 24" on north end
					MD	24	1/8	-	SWC Horizontal crack, 12" on west side, 12" on south end
Substructure	Float	UESI	23	-	ND	-	-	-	-
Substructure	Float	UESI	24	-	ND	-	-	-	-
Substructure	Float	UESI	25	-	ND	-	-	-	-
Substructure	Float	UESI	26	-	ND	-	-	-	-

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Float	UESI	27	-	ND	-	-	-	-
Substructure	Float	UESI	28	-	ND	-	-	-	-
Substructure	Float	UESI	29	-	ND	-	-	-	-
Substructure	Float	UESI	30	-	ND	-	-	-	-
Substructure	Float	UESI	31	-	ND	-	-	-	-
Substructure	Float	UESI	32	-	ND	-	-	-	-
Substructure	Float	UESI	33	-	ND	-	-	-	-
Substructure	Float	UESI	34	-	ND	-	-	-	-
Substructure	Float	UESI	35	-	ND	-	-	-	-
Substructure	Guide Pile	Taylor	DP1	Coating Loss	MN	-	-	-	Piles are 14" in diameter. Piles have 100% coating loss on top. Minor corrosion, abrasion, and coating loss in intertidal zone (TYP). About 50 % of piles missing pile cap cover. Bubbling, corrosion, and minor coating loss at contact zone.
Substructure	Guide Pile	Taylor	DP2	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP3	Pitting	MD	-	-	1/8	Typical pile conditions. Intermittent circular coating loss on north side of pile. Pitting 1/8" deep. Bubbling and scaling on north side 1.5' long by 10" wide.
Substructure	Guide Pile	Taylor	DP4	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP5	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP6	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP7	Coating Loss	MN	-	-	-	Typical pile conditions. Additional welded pipe section top 5.5 ft of pile.
Substructure	Guide Pile	Taylor	DP8	Coating Loss	MN	-	-	-	Typical pile conditions. Rust stain from top to bottom of pile.
Substructure	Guide Pile	Taylor	DP9	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP10	Bubbling	MN	-	-	-	Typical pile conditions. Scaling and bubbling on south side of pile.
Substructure	Guide Pile	Taylor	DP11	Pitting	MN	-	-	1/16	Typical pile conditions. Pitting 1/16" deep.
Substructure	Guide Pile	Taylor	DP12	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP13	Coating Loss	MN	-	-	-	Typical pile conditions. Pile has a "hole" label.
Substructure	Guide Pile	Taylor	DP14	Pitting	MD	24	-	1/8	Typical pile conditions. Pitting on top end of pile and 2 feet down from the top up to 1/8" deep. Bubbling and scaling in two locations mid pile 1 ft wide and additional area on south side top 5.5 ft.
Substructure	Guide Pile	Taylor	DP15	Coating Loss	MN	66	-	-	Typical pile conditions. North side of pile has coating loss with surface corrosion 5.5 ft long.
Substructure	Guide Pile	Taylor	DP16	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP17	Coating Loss	MN	-	-	-	Typical pile conditions. Minimal coating loss of pile.
Substructure	Guide Pile	Taylor	DP18	Coating Loss	MN	-	-	-	Typical pile conditions.

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Guide Pile	Taylor	DP19	Pitting	MN	-	-	1/16	Typical pile conditions. Pitting 1/16" deep. 100% coating loss in the intertidal zone.
Substructure	Guide Pile	Taylor	DP20	-	NI	-	-	-	Does not exist.
Substructure	Guide Pile	Taylor	DP21	Coating Loss	MN	-	-	-	Typical pile conditions. 50% coating loss on contact zone and heavy abrasion.
Substructure	Guide Pile	Taylor	DP22	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP23	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP24	-	NI	-	-	-	Does not exist.
Substructure	Guide Pile	Taylor	DP25	Pitting	MD	-	-	1/8	Typical pile conditions. Pitting on east side at contact zone 1/8".
Substructure	Guide Pile	Taylor	DP26	Coating Loss	MN	-	-	-	Typical pile conditions.
Substructure	Guide Pile	Taylor	DP27	Coating Loss	MN	-	-	-	Not included in drawings. Located south of DP18 Typical pile conditions.
Substructure	Pile Guide	Taylor	DP1	Corrosion	MN	-	-	-	Pile guide is 23" square. Four (4) rollers 5" long by 3-1/4" wide on a galvanized frame. Corrosion, scaling, and delamination up to 50% of the pile guide assembly (TYP 1).
Substructure	Pile Guide	Taylor	DP2	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP3	Delamination	SV	-	-	-	Pile guide assembly exhibits heavy corrosion, scaling, and delamination on most of the frame and hardware (TYP 2). Flowering on all roller anchor hardware.
Substructure	Pile Guide	Taylor	DP4	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP5	Corrosion	MD	-	-	-	Typical conditions 2.
Substructure	Pile Guide	Taylor	DP6	Corrosion	MD	-	-	-	Typical conditions 2.
Substructure	Pile Guide	Taylor	DP7	Corrosion	MD	-	-	-	Typical conditions 2.
Substructure	Pile Guide	Taylor	DP8	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP9	Corrosion	MN	-	-	-	Pile guide frame is trapezoidal shape with a 42" base, 24" top and 23" height. Typical conditions 1.
Substructure	Pile Guide	Taylor	DP10	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP11	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP12	Corrosion	MD	-	-	-	Typical conditions 2.
Substructure	Pile Guide	Taylor	DP13	Missing	SV	-	-	-	Typical conditions 2. Pile guide is missing one roller and roller base.
Substructure	Pile Guide	Taylor	DP14	Light Surface Rust	MN	-	-	-	Typical conditions 1. Stainless steel frame with rust stains throughout.
Substructure	Pile Guide	Taylor	DP15	Light Surface Rust	MN	-	-	-	Typical conditions 1. Stainless steel frame with rust stains throughout.
Substructure	Pile Guide	Taylor	DP16	Corrosion	MJ	-	-	-	Typical conditions 2. 100% corrosion of pile guide assembly.
Substructure	Pile Guide	Taylor	DP17	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP18	Corrosion	MJ	-	-	-	Typical conditions 2. Trapezoidal frame. 100% corrosion of pile guide assembly.
Substructure	Pile Guide	Taylor	DP19	Light Surface Rust	MN	-	-	-	Typical conditions 1. Stainless steel frame with rust stains throughout.
Substructure	Pile Guide	Taylor	DP20	-	-	-	-	-	Does not exist.

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Substructure	Pile Guide	Taylor	DP21	Corrosion	MJ	-	-	-	Typical conditions 2. 100% corrosion of pile guide assembly.
Substructure	Pile Guide	Taylor	DP22	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP23	Corrosion	MN	-	-	-	Typical conditions 1.
Substructure	Pile Guide	Taylor	DP24	-	-	-	-	-	Does not exist.
Substructure	Pile Guide	Taylor	DP25	Light Surface Rust	MN	-	-	-	Typical conditions 1. Stainless steel frame with rust stains throughout.
Substructure	Pile Guide	Taylor	DP26	Light Surface Rust	MN	-	-	-	Typical conditions 1. Stainless steel frame with rust stains throughout.
Substructure	Pile Guide	Taylor	DP27	Delamination	MN	-	-	-	Typical conditions 1. Scaling and delamination on 25% of frame.
Deck Components	Deck Above	Taylor	1	Spall	MN	-	5	1/2	Deck is 9' wide by 10' long. Mold growth on top of deck. Spall 5" wide 1/2" deep. Two transversal hairline cracks. Pump out station covering south side of deck.
Deck Components	Deck Above	Taylor	2	Hairline Crack	MN	-	-	-	Deck is 9' wide by 10' long. Green mold underneath gangway. 1 transversal crack.
Deck Components	Deck Above	Taylor	3	Exposed Aggregate	MN	22	6	-	Deck is 9' wide by 10' long. Abrasion at landing ramp of gangway. Mold growth on top of deck. 1 transversal crack 1/16" wide. Abrasion with exposed aggregate 22" long 6 " wide.
Deck Components	Deck Above	Taylor	4	Longitudinal Crack	MN	-	1/16	-	Deck is 9' wide by 10' long. 1 Transversal hairline crack and 1 longitudinal 1/16" wide crack. Minor general abrasion of concrete deck.
Deck Components	Deck Above	Taylor	5	Hairline Crack	MN	48	-	-	Deck is 7' wide by 12' long. Corner cracks, 4 transversal hairline cracks, center cracks up to 4' long, and minor abrasion.
Deck Components	Deck Above	Taylor	6	Longitudinal Crack	MN	60	-	-	Deck is 7' wide by 10' long. 1 transversal hairline crack, 1 center 5' longitudinal crack, and 1 transversal crack 1/16 " wide by pile guide.
Deck Components	Deck Above	Taylor	7	Longitudinal/Transversal Cracks	MN	-	1/16	-	Deck is 7' wide by 12' long. One 1/16" transversal crack and 1 longitudinal 1/16" crack.
Deck Components	Deck Above	Taylor	8	Transversal Crack	MN		1/16		Deck is 7' wide by 10' long. One 1/16" transversal crack and 4 corner hairline cracks.
Deck Components	Deck Above	Taylor	9	Longitudinal/Transversal Hairline Cracks	MN	-	-	-	Deck is 7' wide by 12' long. 1 Longitudinal and 1 transversal hairline crack.
Deck Components	Deck Above	Taylor	10	Transversal Crack	MN	-	1/16	-	Deck is 7' wide by 10' long. 1 transversal 1/16" crack and 1 hairline crack in corner.
Deck Components	Deck Above	Taylor	11	Hairline Crack	MN	-	-	-	Deck is 7' wide by 12' long. Intermittent hairline cracks throughout concrete deck.
Deck Components	Deck Above	Taylor	12	Cracks	MN	-	1/16	-	Deck is 7' wide by 10' long. 5 hairline cracks and one 1/16" wide crack.

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Deck Components	Deck Above	Taylor	13	Cracks	MN	-	1/16	-	Deck is 7' wide by 12' long. 5 hairline cracks and one 1/16" wide crack.
Deck Components	Deck Above	Taylor	14	Transversal Crack	MD	-	1/8	-	Deck is 7' wide by 10' long. One 1/8" wide transversal crack.
Deck Components	Deck Above	Taylor	15	Impact Spalls	MN	-	1-1/2	1/4	Deck is 7' wide by 10' long. 3 transversal and 1 longitudinal hairline cracks. Impact spall center of deck 1-1/2" wide 1/4" deep.
Deck Components	Deck Above	Taylor	16	Corner Spall	MN	-	2	1/4	Deck is 7' wide by 12' long. One 1/16" wide crack. Aluminum plate 9"x10" with rust stains on hardware. Chips in deck around utility boxes. Corner spall in SW corner - 2" wide by 1/4" deep.
Deck Components	Deck Above	Taylor	17	Longitudinal/Transversal Hairline Cracks	MN	-	-	-	Deck is 7' wide by 9' long. 1 longitudinal hairline crack and 1 transversal hairline crack.
Deck Components	Deck Above	Taylor	18	Transversal Crack	MN	-	1/16	-	Deck is 7' wide by 12' long. Two 1/16" wide transversal cracks and 1 longitudinal hairline crack.
Deck Components	Deck Above	Taylor	19	Transversal Crack	MN	-	1/16	-	Deck is 7' wide by 10' long. 1 hairline longitudinal crack and 1 transversal 1/16" crack. Old anchor hardware left under east pedestal with surface corrosion on deck.
Deck Components	Deck Above	Taylor	20	Transversal Crack	MN	-	1/16	-	Deck is 7' wide by 10' long. 1 transversal 1/16" crack.
Deck Components	Deck Above	Taylor	21	Hairline Crack	MN	-	-	-	Deck is 7' wide by 10' long. 2 transversal hairline cracks, 2 corner cracks, and one center hairline crack.
Deck Components	Deck Above	Taylor	22	Hairline Crack	MN	-	-	-	Deck is 7' wide by 12' long. 1 longitudinal crack and 1 transversal hairline crack. Rust stains on deck at the north end.
Deck Components	Deck Above	Taylor	23	Hairline Crack	MN	-	-	-	Deck is 5' wide x 10' long. 2 transversal hairline cracks and 2 corner hairline cracks. Rust stains on deck.
Deck Components	Deck Above	Taylor	24	Transversal Crack	MN	-	1/16	-	Deck is 5' wide by 12' long. Two 1/16 " transversal cracks and two corner hairline cracks.
Deck Components	Deck Above	Taylor	25	Transversal Crack	MN	-	1/16	-	Deck is 5' wide by 12' long. Two 1/16 " transversal cracks and two corner hairline cracks.
Deck Components	Deck Above	Taylor	26	Cracks	MN	-	1/16	-	Deck is 5' wide by 12' long. 2 transversal hairline cracks and two 1/16" cracks.
Deck Components	Deck Above	Taylor	27	Hairline Crack	MN	-	-	-	Deck is 5' wide by 10' long. 3 transversal hairline cracks.
Deck Components	Deck Above	Taylor	28	Hairline Crack	MN	-	-	-	Deck is 5' wide by 10' long. 3 transversal hairline cracks.
Deck Components	Deck Above	Taylor	29	Transversal Crack	MN	-	1/16	-	Deck is 5' wide by 11' long. 5 transversal cracks up to 1/16".

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Deck Components	Deck Above	Taylor	30	Hairline Crack	MN	-	-	-	Deck is 5' wide by 11' long. 3 transversal hairline cracks.
Deck Components	Deck Above	Taylor	31	Hairline Crack	MN	-	-	-	Deck is 5' wide by 12' long. 3 transversal hairline cracks.
Deck Components	Deck Above	Taylor	32	Hairline Crack	MN	-	-	-	Deck is 5' wide by 11' long. 2 hairline cracks.
Deck Components	Deck Above	Taylor	33	Cracks	MD	-	1/8	-	Deck is 5' wide by 12' long. 2 transversal hairline cracks and 1 crack 1/8" wide. deck has two storage boxes and two boat steps and two bikes covering the deck
Deck Components	Deck Above	Taylor	34	Transversal Crack	MN	-	1/16	-	Deck is 5' wide by 11' long. One transversal hairline crack and two 1/16" transversal cracks.
Deck Components	Deck Above	Taylor	35	Transversal Crack	MN	-	1/16	-	Deck is 5' wide by 12' long. 2 transversal hairline cracks, 2 corner hairline cracks, and two 1/16" transversal cracks.
Fender System	Fenders	Taylor	TYP	-	NI	-	-	-	Individual boat slips have different types of fenders from inflatable cylindrical fenders to different types of fender attachments to the fender boards. Not observed.
Fender System	Walers & Fender Boards	Taylor	TYP	Checks & Splits	MN	-	-	1/4	Walers are two 4" wide boards, fender board is 2" wide. Timber walers with minor weathering, fungal on top, checks and splits up to 1/4", separation up to 3/4", and minor section loss on top- less than 5% (TYP). 4' base by 4' triangle corner cover on all finger docks (TYP). Float 13 connected to float 17 with two T- steel plates 15" wide by 16" long, plate width is 4.5" and galvanized. Steel plates have minor rust stains.
Fender System	Fender Boards	Taylor	26	Breakage	MJ				East end of dock has broken fender board.
Fender System	Rub Rail	Taylor	TYP	Impact Damage	MN	-	3	-	D fender 3" wide and anchored with nails. Minor to moderate surface mold, minor abrasion, minor cracks, gouges, breakage up to 3", and separation up to 5/8" (TYP).
Appurtenances	Through Rods	Taylor	TYP	Corrosion	SV	-	-	-	Severe corrosion of 90% of through rods, flowering on nuts (TYP). Some missing nuts throughout.
Mooring Hardware	Cleats	Taylor	TYP	Corrosion	MN	-	-	-	Galvanized cleat with 14" long with 10" base. Light surface powder corrosion and minor rust stains on hardware (TYP).
Utilities	Shore Power	Taylor	2	Light Mold	MN	-	-	-	One shore power pedestal/water station with light mold around the base (TYP).
Utilities	Shore Power	Taylor	5	Light Mold	MN	-	-	-	One shore power pedestal. Typical conditions.
Utilities	Shore Power	Taylor	9	Light Mold	MN	-	-	-	One shore power pedestal. Typical conditions.
Utilities	Shore Power	Taylor	12	Light Mold	MN	-	-	-	One shore power pedestal. Typical conditions.

New Smyrna City Marina - Concrete Floating Dock

Inspection Area	Element	Inspected By:	Location	Defect	Damage Rating	Defect Dimensions			Comments
			Deck			L"	W"	D"	
Utilities	Shore Power	Taylor	16	Light Mold	MN	-	-	-	One shore power pedestal. Typical conditions.
Utilities	Shore Power	Taylor	19	Light Mold	MN	-	-	-	Two shore power pedestals. Typical conditions.
Utilities	Shore Power	Taylor	22	Light Mold	MN	-	-	-	Two shore power pedestals. Typical conditions.
Utilities	Utility Box	Taylor	1	Light Mold	MN	-	-	-	One in deck utility box with light mold.
Utilities	Utility Box	Taylor	2	Light Mold	MN	-	-	-	One in deck utility box with light mold.
Utilities	Utility Box	Taylor	9	-	ND	-	-	-	Two in deck utility boxes in good condition.
Utilities	Utility Box	Taylor	12	-	ND	-	-	-	Two in deck utility boxes in good condition.
Utilities	Utility Box	Taylor	13	-	ND	-	-	-	Two in deck utility boxes in good condition.
Utilities	Utility Box	Taylor	16	-	ND	-	-	-	Three in deck utility boxes in good condition.
Utilities	Utility Box	Taylor	17	Light Mold	MN	-	-	-	One in deck utility box with light mold.
Utilities	Utility Box	Taylor	19	-	ND	-	-	-	Two in deck utility boxes in good condition.
Utilities	Utility Box	Taylor	22	-	ND	-	-	-	Two in deck utility boxes in good condition.
Utilities	Pump Station	Taylor	1	Light Mold	MN	-	-	-	Pump-out station with light mold.
Utilities	Wi-Fi Hotspot	Taylor	5	Light Mold	MN	-	-	-	Wi-Fi hotspot with light mold around the base.
Utilities	Water	Taylor	19	-	ND	-	-	-	1 water hose cart in good condition connected to shore power/water station.
Utilities	Water	Taylor	22	-	ND	-	-	-	1 water hose cart in good condition connected to shore power/water station.
Appurtenances	Ladder	Taylor	5	Corrosion	MN	-	-	-	Aluminum access ladder with light white powder corrosion and moderate marine growth on bottom step (TYP).
Appurtenances	Fire Extinguisher	Taylor	12	Light Mold	MN	-	-	-	Fire extinguisher and hose box with light mold.
Appurtenances	Storage Boxes	Taylor	22	Light Mold	MN	-	-	-	2 dock storage boxes with light mold around the base.

Pile UTM Measurements					
MEMBER	LOCATION	North	East	South	West
DP6	Deck +3 Feet	0.220	0.300	0.240	0.275
	Deck	0.375	0.375	0.365	0.375
	Waterline	0.375	0.365	0.360	0.365
	Mid-Water	0.375	0.375	0.375	0.370
	Channel Bottom	0.375	0.375	0.370	0.370
DP11	Deck +3 Feet	0.370	0.375	0.375	0.375
	Deck	0.365	0.370	0.370	0.375
	Waterline	0.375	0.350	0.375	0.370
	Mid-Water	0.375	0.380	0.375	0.375
	Channel Bottom	0.370	0.375	0.370	0.370
DP11	Deck +3 Feet	0.385	0.385	0.385	0.385
	Deck	0.370	0.370	0.355	0.365
	Waterline	0.305	0.365	0.375	0.370
	Mid-Water	0.375	0.370	0.370	0.375
	Channel Bottom	0.375	0.385	0.375	0.365



1473 OLD HAW CREEK ROAD, BUNNELL FL 32110 · INDEPTHSERVICESINC.COM · (386) 202-2771 · INFO@INDEPTHSERVICESINC.COM

MARINE CONSTRUCTION SERVICES

City of New Smryna Beach City Marina Dock Repairs Change Order Documentation 30AUG 24

InDepth

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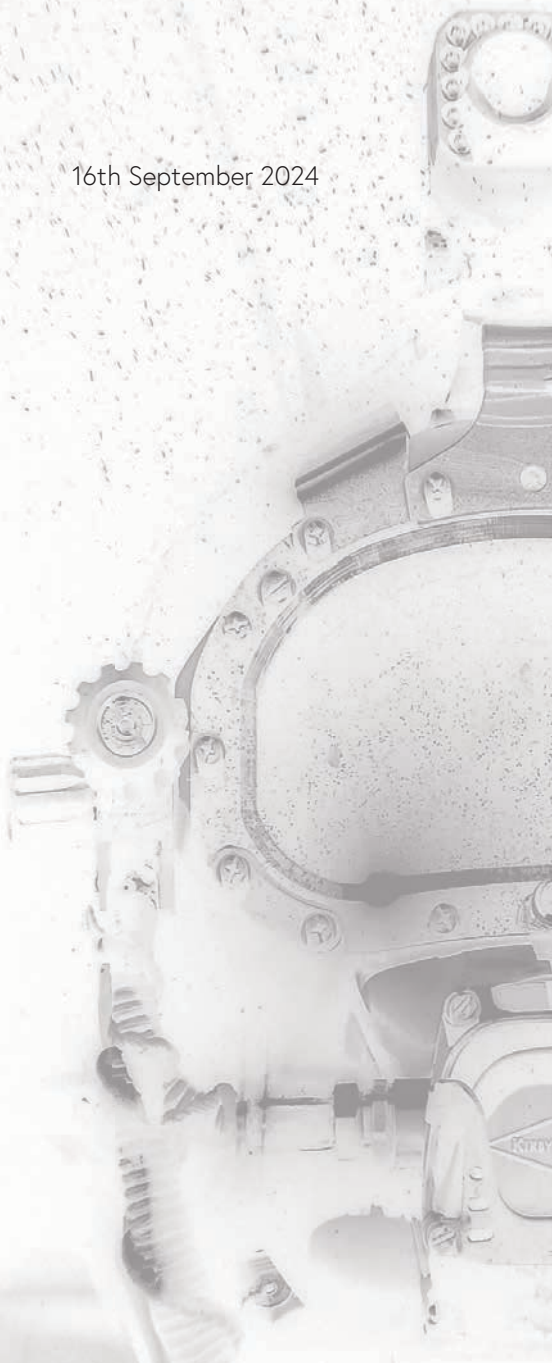
Robert Salazar, CPRE, MPA
Leisure Services Director
City of New Smyrna Beach
201 N. Myrtle Avenue, New Smyrna Beach, FL 32168

16th September 2024



Project: 22MDR Marina Dock Repairs

Contract: **ITB 12-24-CIP, MARINA DOCK REPAIRS**

Client: City of New Smyrna Beach
214 Sams Avenue,
New Smyrna Beach, FL 32168
Phone: (386) 410-2811
Fax: (386) 410-2804

CHANGE ORDER # 2

INITIATION DATE July 11, 2024

IDI PROJECT NUMBER: MC2407-002-NSB

CONTRACT DATE: 18th April 2024

Request for change as follows:

Additional hardware (lock washers) is not called for in specifications. Needed to prevent eventual through-rod failure. Costs include materials cost and shipping only - no contractor markup.
Additional Damage (Pile Guide Roller Weldment Assembly / Steel Guide Piles / Fixed Docks) not previously documented in Inspection report Scope of Work and approved by the City of New Smyrna Beach / Taylor Engineering. Additional 60 days to substantial / contract completion to source, fabricate, and install. Repair Costs include all materials w/ delivery and labor for fabrications / installations.

		MATERIALS		LABOR		UNIT	ORG
ITEM	DESCRIPTION	QTY	UNIT	QTY	UNIT	AMT	AMT
1.	3/4" 316 SS lock washers (.177 thick)	1200	EA			$ 0.20	$ 242.82
2.	Shipping	1	EA			$ 24.28	$ 24.28
3	1x (DP-6) - SS Pile guide frame with roller	1	EA			$ 5,810.00	$ 5,810.00
4	DP14/DP15: Angle pieces will be removed, and	1	EA			$ 1,500.00	$ 1,500.00
	1x - (Floats 20 & 23) SS Triangular weldment	6	EA			$ 3,150.00	$ 18,900.00
	2x (Near DP-19)- Single timber whaler (3" x 10" x 20')	2	EA			$ 400.00	$ 800.00
5	2x (Near DP-19) - Single cover board (2" x 10" x 16')	2	EA			$ 275.00	$ 550.00
6	10ea. 3"x10"x20' 2.50CCA - Single timber whaler (3" x 10" x 20')	10	EA			$ 400.00	$ 4,000.00
7	10ea. 2"x10"x16' 2.50 CCA - Single cover board (2" x 10" x 16')	10	EA			$ 275.00	$ 2,750.00
8	8/22 Float & fixed dock dive assessment for	1	EA			$ 3,500.00	$ 3,500.00
9	8/23 Float & fixed dock dive assessment for	1	EA			$ 3,500.00	$ 3,500.00
10	DP-7: Frame Repairs: 3 roller brackets in bad shape with metal loss and scaling, 2 of the 4 inside corners of the pile guide bracket as well as underneath are scaling and losing metal	1	EA			$ 5,810.00	$ 5,810.00
11	DP-8: 1 inside corner of the pile guide bracket as well as underneath has metal loss and scaling	1	EA			$ 5,810.00	$ 5,810.00
12	DP-11: 1 roller bracket is in bad shape with metal loss and scaling, Metal loss and scaling near inside corners and underneath	1	EA			$ 5,810.00	$ 5,810.00

Project: 22MDR Marina Dock Repairs

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		MATERIALS		LABOR		UNIT	ORG
ITEM	DESCRIPTION	QTY	UNIT	QTY	UNIT	AMT	AMT
13	DP-12: 3 roller brackets in bad shape with metal loss and scaling, Pile guide bracket is in bad shape with metal loss and scaling all around	1	EA			$ 5,810.00	$ 5,810.00
14	DP-14 & 15: Pile guide bracket is in good shape made of stainless steel but it needs to be taken apart and lifted to fit in the correct holes and line up with the all thread bolts	1	EA			$ 1,500.00	$ 1,500.00
15	DP-27: 3 roller brackets are in bad shape with metal loss and scaling, Inside corners and underneath have metal loss and scaling	1	EA			$ 5,810.00	$ 5,810.00
	DP 22:roller brackets are in bad shape with metal loss and scaling, Inside corners and underneath have metal loss and scaling	1	EA			$ 5,180.00	$ 5,180.00
	DP 5: roller brackets are in bad shape with metal loss and scaling, Inside corners and underneath have metal loss and scaling	1	EA			$ 5,180.00	$ 5,180.00
	Steel Guide Pile - DP1 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP2	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP3 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP4	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP5 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP6 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP7 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP8	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP12 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP13	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP15	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP19 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00

Project: 22MDR Marina Dock Repairs

Contract: **ITB 12-24-CIP, MARINA DOCK REPAIRS**

Client: City of New Smyrna Beach
214 Sams Avenue,
New Smyrna Beach, FL 32168
Phone: (386) 410-2811
Fax: (386) 410-2804

CHANGE ORDER # 2

INITIATION DATE July 11, 2024

IDI PROJECT NUMBER: MC2407-002-NSB

CONTRACT DATE: 18th April 2024

Request for change as follows:

Additional hardware (lock washers) is not called for in specifications. Needed to prevent eventual through-rod failure. Costs include materials cost and shipping only - no contractor markup.
Additional Damage (Pile Guide Roller Weldment Assembly / Steel Guide Piles / Fixed Docks) not previously documented in Inspection report Scope of Work and approved by the City of New Smyrna Beach / Taylor Engineering. Additional 60 days to substantial / contract completion to source, fabricate, and install. Repair Costs include all materials w/ delivery and labor for fabrications / installations.

		MATERIALS		LABOR		UNIT	ORG
ITEM	DESCRIPTION	QTY	UNIT	QTY	UNIT	AMT	AMT
	Steel Guide Pile - DP21 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP22 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP23 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Steel Guide Pile - DP25	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP26	1	EA			$ 9,550.00	$ 9,550.00
	Steel Guide Pile - DP27 (Sea-Sheild)	1	EA			$ 4,150.00	$ 4,150.00
	Fixed Docks - FP1	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP3	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP5	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP11	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP14	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP17	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP21	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP35	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - FP42	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB7	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB8	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB14	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB15	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB16	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB17	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB18	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB19	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB20	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB21	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB22	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB26	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB27	1	EA			$ 2,965.00	$ 2,965.00

Project:	22MDR Marina Dock Repairs	**CHANGE ORDER #**	2
Contract:	**ITB 12-24-CIP, MARINA DOCK REPAIRS**		
Client:	City of New Smyrna Beach 214 Sams Avenue, New Smyrna Beach, FL 32168 Phone: (386) 410-2811 Fax: (386) 410-2804	**INITIATION DATE**	July 11, 2024
		IDI PROJECT NUMBER:	MC2407-002-NSB
		CONTRACT DATE:	18th April 2024

Request for change as follows:

Additional hardware (lock washers) is not called for in specifications. Needed to prevent eventual through-rod failure. Costs include materials cost and shipping only - no contractor markup.
Additional Damage (Pile Guide Roller Weldment Assembly / Steel Guide Piles / Fixed Docks) not previously documented in Inspection report Scope of Work and approved by the City of New Smyrna Beach / Taylor Engineering. Additional 60 days to substantial / contract completion to source, fabricate, and install. Repair Costs include all materials w/ delivery and labor for fabrications / installations.

		MATERIALS		LABOR		UNIT	ORG
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**QTY**	**UNIT**	**AMT**	**AMT**
	Fixed Docks - PB31	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB35	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB36	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB45	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB46	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB47	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB48	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB49	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB51	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB52	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB56	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB57	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB63	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB67	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB68	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB69	1	EA			$ 2,965.00	$ 2,965.00
	Fixed Docks - PB70	1	EA			$ 2,965.00	$ 2,965.00
					Total Change Order Amount		**$ 310,622.10**
						- 5% Discount	$ - 15,531.10

Not Valid until signed by Contractor and Sub-Contractor

Original Contract	$ 297,360.00
Current Change Order	$ 295,091.00
Previous change orders	$ -
	$ -
	$ -
Revised Contract	**$ 592,451.00**

Substantial Completion Date:	6th October 2024
Contract Completion Date:	5th November 2024
Number of Days +/- added to or subtracted from Completion Date	60 Days

Project:	22MDR Marina Dock Repairs	**CHANGE ORDER #**	2
Contract:	**ITB 12-24-CIP, MARINA DOCK REPAIRS**		
Client:	City of New Smyrna Beach 214 Sams Avenue, New Smyrna Beach, FL 32168 Phone: (386) 410-2811 Fax: (386) 410-2804	**INITIATION DATE**	July 11, 2024
		IDI PROJECT NUMBER:	MC2407-002-NSB
		CONTRACT DATE:	18th April 2024

Request for change as follows:

Additional hardware (lock washers) is not called for in specifications. Needed to prevent eventual through-rod failure. Costs include materials cost and shipping only - no contractor markup.
Additional Damage (Pile Guide Roller Weldment Assembly / Steel Guide Piles / Fixed Docks) not previously documented in Inspection report Scope of Work and approved by the City of New Smyrna Beach / Taylor Engineering. Additional 60 days to substantial / contract completion to source, fabricate, and install. Repair Costs include all materials w/ delivery and labor for fabrications / installations.

		MATERIALS		LABOR		UNIT	ORG
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**QTY**	**UNIT**	**AMT**	**AMT**

Revised Contract Completion Date: 4th January 2025

In Depth, Inc.		
Contractor	Client	City of New Smyrna Beach
1473 Old Haw Creek Rd. Bunnell, FL 32110		
Address	Address	214 Sams Avenue, New Smyrna Beach, FL 32168 Phone: (386) 410-2811
Sr. Project Manager **Danny Broadhurst**	By	Date

UNDOCUMENTED DAMAGE APPROVED FOR REPAIRS

Approved by The City of New Smyrna Beach & verified by Taylor Engineering:

- 1x (**DP-6**) - SS Pile guide frame with roller assembly - **$5,810.00**
- 1x - (Floats 20 & 23) SS Triangular weldment frame - **$3,150.00**
- 2x (Near **DP-19**)- Single timber whaler (3" x 10" x 20') @ $400.00 = **$800.00**
- 2x (Near **DP-19**) - Single cover board (2" x 10" x 16') @ $275.00 = **$550.00**

Finger Dock Whaler System Replacement:

- 8ea. 3"x10"x20' 2.50CCA - Single timber whaler (3" x 10" x 20') - $400.00 = **$3,200.00**
- 10ea. 2"x10"x16' 2.50 CCA - Single cover board (2" x 10" x 16') - $275.00 = **$2,750.00**

ADDITIONAL UNDOCUMENTED DAMAGE APPROVED FOR REPAIRS (INCLUDED NOW ON CO #01)

Frame Repairs:

DP-7 (See Page 8)

- 3 roller brackets in bad shape with metal loss and scaling
- 2 of the 4 inside corners of the pile guide bracket as well as underneath are scaling and losing metal

DP-8 (See Page 10)

- 1 inside corner of the pile guide bracket as well as underneath has metal loss and scaling

DP-11 (See Page 12)

- 1 roller bracket is in bad shape with metal loss and scaling
- Metal loss and scaling near inside corners and underneath

DP-12 (See Page 14)

- 3 roller brackets in bad shape with metal loss and scaling
- Pile guide bracket is in bad shape with metal loss and scaling all around

DP-14 & 15 (See Page 16)

- Pile guide bracket is in good shape made of stainless steel but it needs to be taken apart and lifted to fit in the cor-rect holes and line up with the all thread bolts

DP-27 (See Page 19)

- 3 roller brackets are in bad shape with metal loss and scaling
- Inside corners and underneath have metal loss and scaling

DP-22 (See Page21)

- 3 roller brackets are in poor shape with metal loss and scaling
- Pile guide bracket is in bad shape with moderate to severe metal loss and scaling all around

DP-5 (See Page 24)

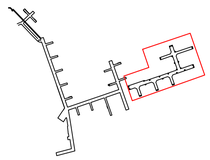
- The underside of DP - 5 shows more corrosion than was visible from the top view, there are nuts on the roller brack-ets that have corroded off and not much is hanging on. There is a good bit of scaling on the rest of the pile guide bracket. The carriage bolts on the outside wood cover board are also corroding

INCLUDES ALL MATERIALS AND LABOR.

See Notes on PLANS regarding Additional repairs to steel guide piles and fixed stock cross members.

NOTE: CROSS-HATCHING INDICATES AREAS OF REPAIR OR REPLACEMENT (TYP)

REPLACE ALL THROUGH RODS ON FLOATING DOCK. SEE DETAIL A2.



KEY MAP

LEGEND

- = PILES
- = PILE GUIDE
- = PILE BENT
- = BOAT SLIP ELEVATION
- = METAL PICKET FENCE
- = BENCHMARK, SET MAG NAIL

DESIGNATIONS

PBXX = PILE BENT NUMBER
DPXX = DOCK PILE NUMBER
FPXX = FIXED PILE NUMBER

REPAIR ¼" TO ½" CRACKS ON SIDE OF FLOAT
REPLACE PILE GUIDE
ALUMINUM GANGWAY
FLOATING DOCK (TYP)
REPLACE PILE GUIDES
STEEL PILE (TYP)
PATCH UNDERWATER PITTING AND HOLES ON PILES
REPAIR 1/4" TO 1/2" CRACKS ON SIDE OF FLOAT

DP1 DP2 DP3 DP4 DP5 DP6 DP7 DP8 DP9 DP10 DP11 DP12 DP13 DP14 DP15 DP16 DP17 DP18 DP19 DP21 DP22 DP23 DP25 DP27

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35

A2 C-09 · E3 C-12 · E5 C-12 · G5 C-12 · E1 C-12

0 8' 16' 32'

GRAPHIC SCALE
22X34: 1" = 8'
11X17: 1" = 16'

TAYLOR ENGINEERING, INC.
10199 SOUTHSIDE BLVD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904)-731-7040
REGISTRY # 4815

SEAL

PROJECT TITLE

CITY OF NEW SMYRNA BEACH MARINA - WATERFRONT MAINTENANCE AND REPAIRS
VOLUSIA COUNTY, FLORIDA

SEE SHEET C-2 FOR GENERAL NOTES. THIS PAGE NOT VALID WITHOUT SHEET C-2

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

Call 811 before you dig.

PROJECT NO	C2022-037
DATE	DEC 2023
DESIGNED	SRM
DRAWN	SRM
CHECKED	OLL
REVIEWED	JA

SHEET TITLE

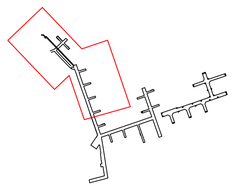
CONCRETE FLOATING DOCK REPAIRS

C-08

SHEET 08 OF 12

STEPHANIE MASSEY, 12/13/2023 12:44:21 PM, X:\sys\Projects\c2022-037 NSB Marina Repair Design\Construction\C2022-037 Demo2.dwg

NOTE:CROSS-HATCHING INDICATES AREAS OF REPAIR OR REPLACEMENT (TYP)



KEY MAP

LEGEND

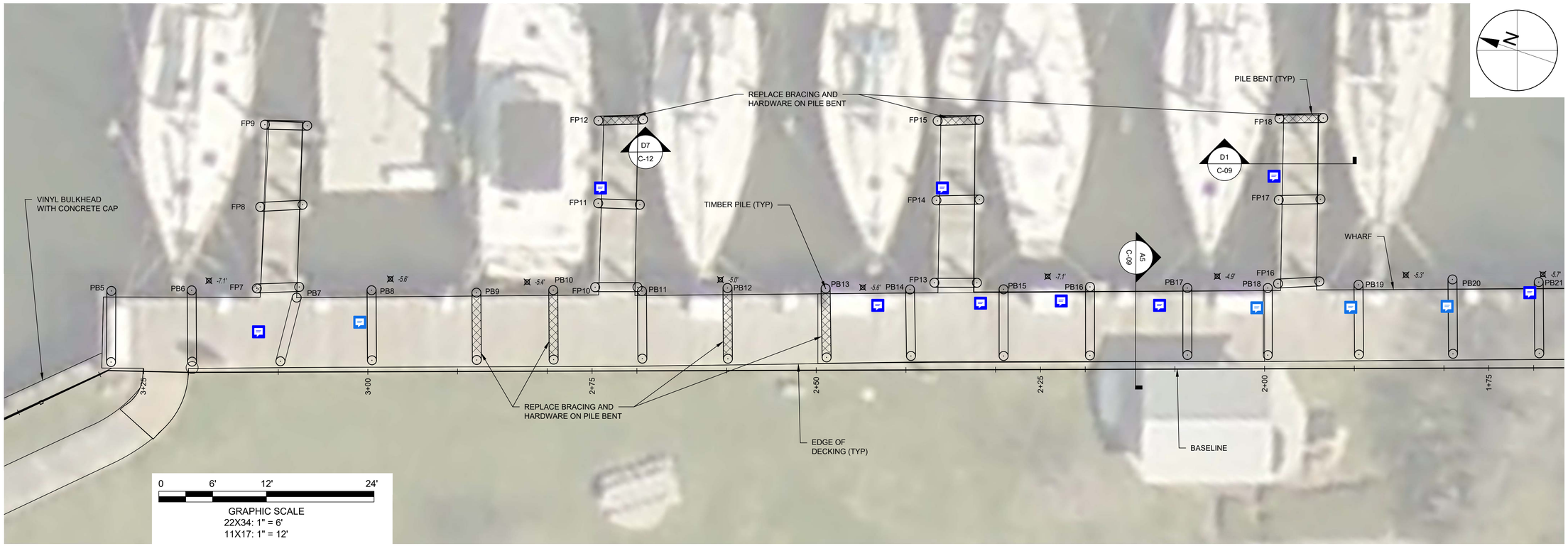
- = PILES
- = PILE GUIDE
- = PILE BENT
- = BOAT SLIP ELEVATION
- = METAL PICKET FENCE
- = BENCHMARK, SET MAG NAIL

DESIGNATIONS

PBXX = PILE BENT NUMBER
DPXX = DOCK PILE NUMBER
FPXX = FIXED PILE NUMBER

0 6' 12' 24'

GRAPHIC SCALE
22X34: 1" = 6'
11X17: 1" = 12'



0 6' 12' 24'

GRAPHIC SCALE
22X34: 1" = 6'
11X17: 1" = 12'

TAYLOR ENGINEERING, INC.

10199 SOUTHSIDE BLVD
SUITE 310
JACKSONVILLE, FLORIDA 32256
(904)-731-7040

REGISTRY # 4815

SEAL

PROJECT TITLE

CITY OF NEW SMYRNA BEACH MARINA - WATERFRONT MAINTENANCE AND REPAIRS
VOLUSIA COUNTY, FLORIDA

SEE SHEET C-2 FOR GENERAL NOTES. THIS PAGE NOT VALID WITHOUT SHEET C-2

NO	ZONE	REVISIONS / SUBMISSIONS	DATE

Call 811 Sunshine 811 before you dig.

PROJECT NO	C2022-037
DATE	DEC 2023
DESIGNED	SRM
DRAWN	SRM
CHECKED	OLL
REVIEWED	JA

SHEET TITLE

NORTH FIXED DOCKS AND WHARF REPAIRS

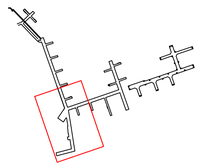
C-05

SHEET 05 OF 12

STEPHANIE MASSEY, 12/13/2023, 12:43:29 PM, X:\sys\Projects\c2022-037 NSB Marina Repair Design\Construction\C2022-037 Demo1.dwg

1299

NOTE: CROSS-HATCHING INDICATES AREAS OF REPAIR OR REPLACEMENT (TYP)



KEY MAP

LEGEND
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- = PILE GUIDE
- = PILE BENT
- = BOAT SLIP ELEVATION
- = METAL PICKET FENCE
- = BENCHMARK, SET MAG NAIL

DESIGNATIONS
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- FPXX = FIXED PILE NUMBER

PB47 -9.3' -8.6'
PB46
D6 C-09
PB45 -8.2' -8.0'
PB44
FP24
FP22
FP23
FP21
REPLACE BRACING AND HARDWARE ON PILE BENT
PB43
FP20
D1 C-09
REPLACE BRACING AND HARDWARE ON PILE BENT
-5.6'
PB42
PB19 -5.3'
PB20
PB21 -5.7'
FP19
-6.3'
-5.4'
PILE BENT (TYP)
WHARF
TIMBER PILE (TYP)
-3.9'
HANDRAIL
PB22
PB23
PB24
PB25
PB26
PB27
PB28
PB29
PB30
PB31
PB32
PB33
PB34
PB35
PB36
PB37
PB38
PB39
PB40
PB41
1+75
1+50
1+25
1+00
0+75
0+50
0+25
0+00
REPLACE BRACING AND HARDWARE ON PILE BENT
BASELINE
EDGE OF DECKING (TYP)
REPLACE BRACING AND HARDWARE ON PILE BENT
C-06 A-5

0 6' 12' 24'
GRAPHIC SCALE
22X34: 1" = 6'
11X17: 1" = 12'

STEPHANIE MASSEY, 12/13/2023, 12:43:42 PM, X:\sys\Projects\c2022-037 NSB Marina Repair Design\Construction\C2022-037 Demo1.dwg

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PROJECT TITLE
CITY OF NEW SMYRNA BEACH MARINA - WATERFRONT MAINTENANCE AND REPAIRS
VOLUSIA COUNTY, FLORIDA

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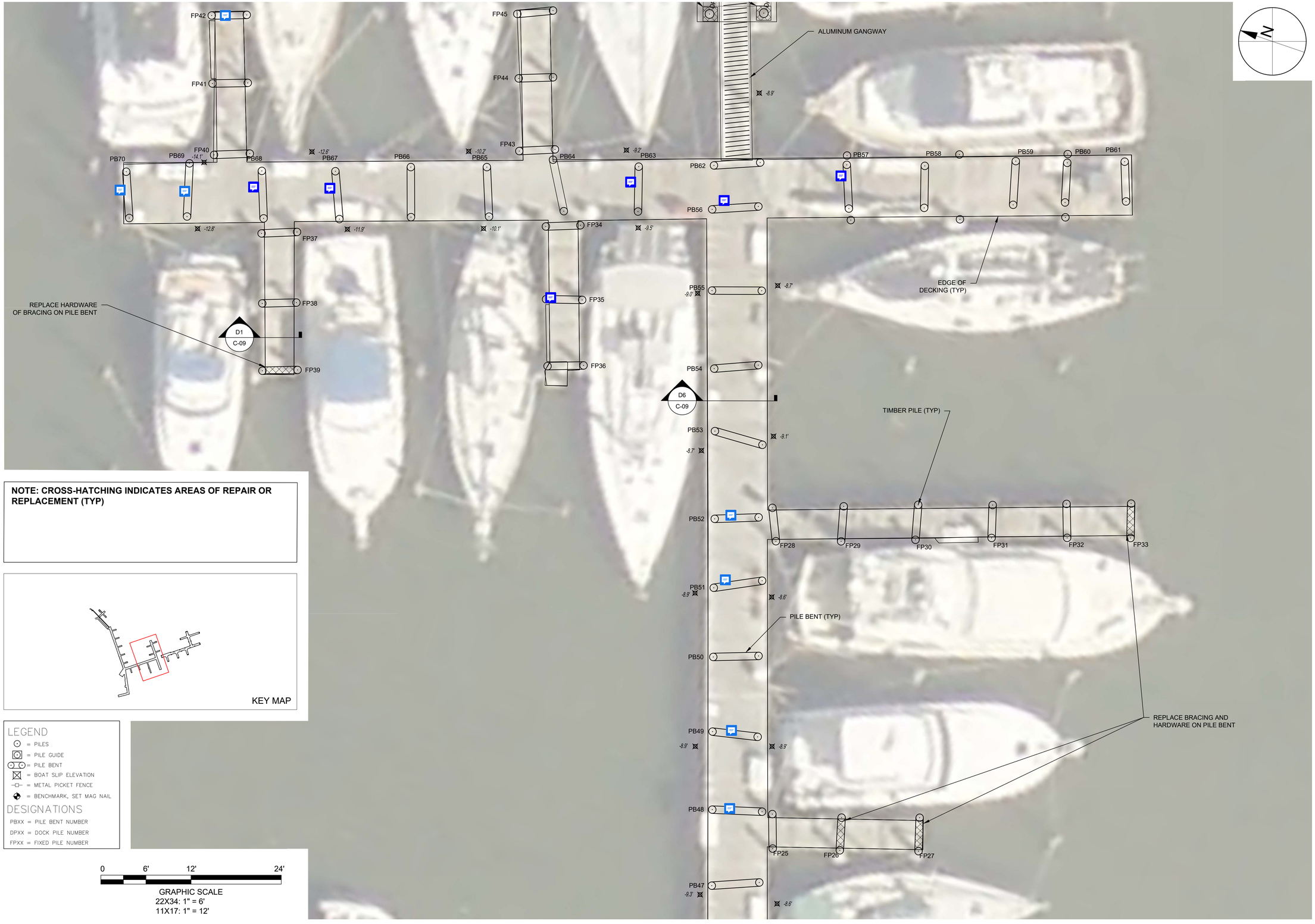
SHEET TITLE
WHARF REPAIRS

C-06
SHEET 06 OF 12

1300



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DESIGNATIONS

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GRAPHIC SCALE
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VOLUSIA COUNTY, FLORIDA

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DATE	DEC 2023
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REVIEWED	JA

SHEET TITLE

EAST FIXED DOCK REPAIRS

C-07

SHEET 07 OF 12

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1301

STRUCTURE	ELEMENT	LOCATION	DEFECT	L"	W"	D"	COMMENTS
WHARF	BRACING	PB9	MARINE BORER DAMAGE & SECTION LOSS	36	3	1	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB10	MARINE BORER DAMAGE & SECTION LOSS	-	-	-	FULL SECTION LOSS.
	BRACING	PB12	MARINE BORER DAMAGE & SECTION LOSS	48	-	-	90% SECTION LOSS OVER 4' LENGTH.
	BRACING	PB13	MARINE BORER DAMAGE & SECTION LOSS	36	-	-	80% SECTION LOSS OVER 3' LENGTH.
	BRACING	PB23	MARINE BORER DAMAGE & SECTION LOSS	36	3	3	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB24	MARINE BORER DAMAGE & SECTION LOSS	36	4	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB28	MARINE BORER DAMAGE & SECTION LOSS	36	4	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB29	MARINE BORER DAMAGE & SECTION LOSS	36	4	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB30	MARINE BORER DAMAGE & SECTION LOSS	36	6	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB32	MARINE BORER DAMAGE & SECTION LOSS	48	5	3	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB33	MARINE BORER DAMAGE & SECTION LOSS	60	4	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
	BRACING	PB34	MARINE BORER DAMAGE & SECTION LOSS	60	4	2	SECTION LOSS AROUND AND INTERNAL OF BOLT.
NORTH FIXED DOCKS	BRACING	PB2	MARINE BORER DAMAGE & SECTION LOSS	24	4	3	SECTION LOSS DUE TO MARINE BORER.
	BRACING	PB3	MARINE BORER DAMAGE & SECTION LOSS	16	2	1	SECTION LOSS DUE TO MARINE BORER.
	BRACING	PB4	MARINE BORER DAMAGE & SECTION LOSS	12	2	0.5	SECTION LOSS DUE TO MARINE BORER. ALSO 10% LOSS ON HARDWARE DUE TO CORROSION.
	BRACING	FP4	MARINE BORER DAMAGE & SECTION LOSS	36	6	1	SECTION LOSS DUE TO MARINE BORER.
WHARF FIXED DOCKS	BRACING	FP12	MARINE BORER DAMAGE & SECTION LOSS	24	3	3	SECTION LOSS DUE TO MARINE BORER.
	BRACING	FP15	MARINE BORER DAMAGE & SECTION LOSS	18	5	1.5	SECTION LOSS DUE TO MARINE BORER AND HARDWARE CORROSION.
	BRACING	FP18	MARINE BORER DAMAGE & SECTION LOSS	18	5	1.5	SECTION LOSS DUE TO MARINE BORER.
	BRACING	FP20	MARINE BORER DAMAGE & SECTION LOSS	12	4	3	SECTION LOSS DUE TO MARINE BORER.

STRUCTURE	ELEMENT	LOCATION	DEFECT	L"	W"	D"	COMMENTS
EAST FIXED DOCKS	BRACING	PB43	MARINE BORER DAMAGE & SECTION LOSS	36	5	1.5	SECTION LOSS DUE TO MARINE BORER AND HARDWARE CORROSION.
	BRACING	FP23	MARINE BORER DAMAGE & SECTION LOSS	36	3	2	SECTION LOSS DUE TO MARINE BORER.
	BRACING	FP26	MARINE BORER DAMAGE & SECTION LOSS	6	2	2	SECTION LOSS DUE TO MARINE BORER.
	BRACING	FP27	MARINE BORER DAMAGE & SECTION LOSS	24	8	1.5	SECTION LOSS DUE TO MARINE BORER.
	BRACING	FP33	MARINE BORER DAMAGE & SECTION LOSS	36	8	1.5	SECTION LOSS DUE TO MARINE BORER AND HARDWARE CORROSION.
	BRACING	FP39	MARINE BORER DAMAGE & SECTION LOSS	24	6	1.5	SECTION LOSS DUE TO MARINE BORER.
CONCRETE FLOATING DOCKS	GUIDE PILE	DP9	PITTING	-	4	1/4	UNDERWATER: TWO CELLS IDENTIFIED. 1" TO 4" DIAMETER X 1/4" DEEP PITTING.
	GUIDE PILE	DP10	HOLE	3	2	-	UNDERWATER: CORROSION HOLE, SOUTH QUADRANT, 3" X 2" WITHIN A 6" AREA OF PITTING, 1' ABOVE BOTTOM.
	GUIDE PILE	DP11	HOLE	-	2	-	UNDERWATER: CORROSION HOLE, SOUTHEAST QUADRANT, 2" DIAMETER, WITHIN A 6" AREA OF PITTING UP TO 1/4" DEEP. ISOLATED CORROSION CELLS IDENTIFIED AT 24" BELOW WATER. CELLS ARE UP TO 1/2" DIAMETER X 1/16" DEEP PITTING.
	GUIDE PILE	DP14	PITTING	-	4	1/4	UNDERWATER: ISOLATED CORROSION CELLS IDENTIFIED AT 18" BELOW WATER. CELLS ARE UP TO 4" DIAMETER X 1/4" DEEP PITTING.
	GUIDE PILE	DP16	HOLE	3	2	-	UNDERWATER: CORROSION HOLE, NORTH QUADRANT, 3" X 2" WITHIN A 6" AREA OF PITTING, 2' ABOVE BOTTOM
	GUIDE PILE	DP18	HOLE	-	2	-	UNDERWATER: CORROSION HOLE, 7' BELOW WATER, 2" DIAMETER. ISOLATED CORROSION CELLS IDENTIFIED AT 18" BELOW WATER. CELLS ARE UP TO 4" DIAMETER X 1/8" TO 3/16" DEEP PITTING.
	PILE GUIDE	DP1	CORROSION	-	-	-	CORROSION ON FRAMING STEEL AND BOLTS.
	PILE GUIDE	DP2	CORROSION	-	-	-	CORROSION ON FRAMING STEEL AND BOLTS.
	PILE GUIDE	DP3	DELAMINATION	-	-	-	HEAVY CORROSION, SCALING, AND DELAMINATION ON MOST OF THE FRAME AND HARDWARE. FLOWERING ON ALL ROLLER ANCHOR HARDWARE.
	PILE GUIDE	DP4	CORROSION	-	-	-	CORROSION ON FRAMING STEEL AND BOLTS.
	PILE GUIDE	DP13	MISSING	-	-	-	HEAVY CORROSION, SCALING, AND DELAMINATION ON MOST OF THE FRAME AND HARDWARE. PILE GUIDE IS MISSING ONE ROLLER AND ROLLER BASE.
	PILE GUIDE	DP16	CORROSION	-	-	-	HEAVY CORROSION, SCALING, AND DELAMINATION ON MOST OF THE FRAME AND HARDWARE. 100% CORROSION OF PILE GUIDE ASSEMBLY.
	PILE GUIDE	DP18	CORROSION	-	-	-	HEAVY CORROSION, SCALING, AND DELAMINATION ON MOST OF THE FRAME AND HARDWARE. TRAPEZOIDAL FRAME. 100% CORROSION OF PILE GUIDE ASSEMBLY.
	PILE GUIDE	DP19	CORROSION	-	-	-	CORROSION ON FRAMING STEEL AND BOLTS.
	PILE GUIDE	DP21	CORROSION	-	-	-	HEAVY CORROSION, SCALING, AND DELAMINATION ON MOST OF THE FRAME AND HARDWARE. 100% CORROSION OF PILE GUIDE ASSEMBLY.
	PILE GUIDE	DP23	CORROSION	-	-	-	CORROSION ON FRAMING STEEL AND BOLTS.
	FLOAT	3	CRACK	48	1/4	-	NWC HORIZONTAL CRACK, 36" ON NORTH SIDE, 12" ON WEST END 1/4" WIDE. HORIZONTAL CRACK, 10" ON NORTH SIDE AT WEST END 1/8" WIDE.
	FLOAT	4	CRACK	48	1/4	-	NWC HORIZONTAL CRACK, 36" ON NORTH SIDE, 12" ON WEST END 1/4" WIDE. HORIZONTAL CRACK, SOUTH SIDE AT WEST END 1/4" WIDE.
	FLOAT	7	CRACK	6	1/4	-	HORIZONTAL CRACK, SOUTH SIDE AT WEST END.
	FLOAT	8	CRACK	30	1/4	-	SWC HORIZONTAL CRACK, 6" ON SOUTH SIDE, 24" ON WEST END.
	FLOAT	12	CRACK	36	1/4	-	NWC HORIZONTAL CRACK, 12" ON NORTH SIDE, 24" ON WEST END.
	FLOAT	14	CRACK	72	1/4	-	NEC HORIZONTAL CRACK, 24" ON NORTH SIDE, 48" ON EAST END.
	FLOAT	16	CRACK	FULL	1/4	-	HORIZONTAL CRACK ON SOUTH SIDE, EAST END, AND EXTENDS INTO EAST END. HORIZONTAL CRACK ON NORTH SIDE, EAST END, AND EXTENDS INTO EAST END. HORIZONTAL CRACK ON EAST END, FULL WIDTH OF FLOAT. NWC HORIZONTAL CRACK, 48" ON NORTH SIDE, 24" ON WEST END.
	FLOAT	17	CRACK	36	1/4	-	HORIZONTAL CRACK ON EAST SIDE, SOUTH END.
	FLOAT	19	CRACK	72	1/4	-	SEC HORIZONTAL CRACK, 36" ON EAST SIDE, 18" ON SOUTH END 1/4" WIDE. HORIZONTAL CRACK ON WEST SIDE, NORTH END 1/8" WIDE.
	FLOAT	20	CRACK	48	1/2	-	SEC HORIZONTAL CRACK, 24" ON EAST SIDE, 24" ON SOUTH END.
	FLOAT	21	CRACK	60	1/4	-	NEC HORIZONTAL CRACK, 36" ON EAST SIDE, 24" ON NORTH END.
	FLOAT	22	CRACK	48	1/4	-	NEC HORIZONTAL CRACK, 24" ON EAST SIDE, 24" ON NORTH END 1/4" WIDE. SWC HORIZONTAL CRACK, 12" ON WEST SIDE, 12" ON SOUTH END 1/8" WIDE.
	THROUGH RODS	ALL	CORROSION	-	-	-	SEVERE CORROSION ON ALL THROUGH RODS, FLOWERING ON NUTS. SOME MISSING NUTS.

TAYLOR ENGINEERING, INC.
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SEAL

CITY OF NEW SMYRNA BEACH MARINA - WATERFRONT MAINTENANCE AND REPAIRS
VOLUSIA COUNTY, FLORIDA

PROJECT TITLE

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REVISIONS / SUBMISSIONS — NO | ZONE | DATE

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DATE	DEC 2023
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REVIEWED	JA

SHEET TITLE

DEFECTS TABLE

C-10

SHEET 10 OF 12

STEPHANIE MASSEY, 12/13/2023 12:44:34 PM, X:\sys\Projects\c2022-037 NSB Marina Repair Design\Construction\C2022-037 DAMAGE TABLES.dwg

CHANGE ORDER DOCUMENTATION

CITY OF NEW SMYRNA BEACH MARINA DOCK REPAIRS 2024

(This invoice below is part of Change Order #01.)

4150 CHURCH ST. STE 1066
Sanford, FL 32771
800-862-7463

301 Stainless Dr.
Elkhart, IN 46516
800-272-7397

2940 N. Ingram Ave.
Springfield, MO 65803
866-246-3916

*** SALES QUOTE ***

Exp Date: 07/24/2024
Ship From Loc: FL
Quote #: 1-00842902
Quote Date: 07/17/2024

2125330304
TO: IN DEPTH INC
1473 OLD HAW CREEK ROAD 3862371402

BUNNELL
FL 32110

SHIP TO: NSB CITY MARINA
201 N RIVERSIDE DR

NEW SMYRNA BEACH
FL 32168-7033

Attn: ZACH ROGERS

Customer PO#: ZACH-QUOTE-7/17/24

Salesperson:	Terms:	F.O.B:	Req Ship Date:	Ship Via:
KEVIN REYNOLDS	CREDIT CARD	PREPAID AND ADD	07/24/2024	BEST WAY

List #	Order Qty:	Item #/Full Description	Customer Part #	U/M:	Unit Price:	Ext Price:
1	1,200	WMLSW3/4 3/4 MED SPLIT LOCKWASHER 316SS .188 MIN THK		EA	0.20235	242.82

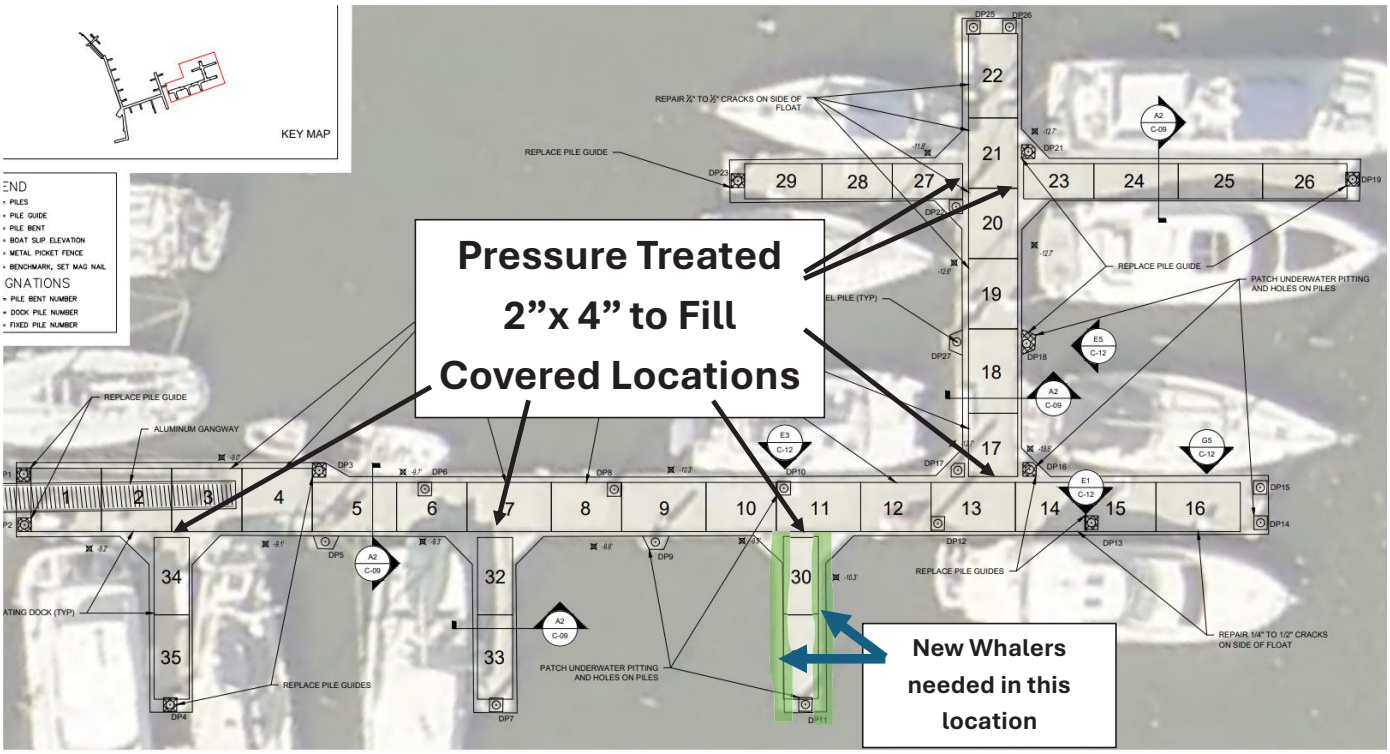
Item Loc: FL

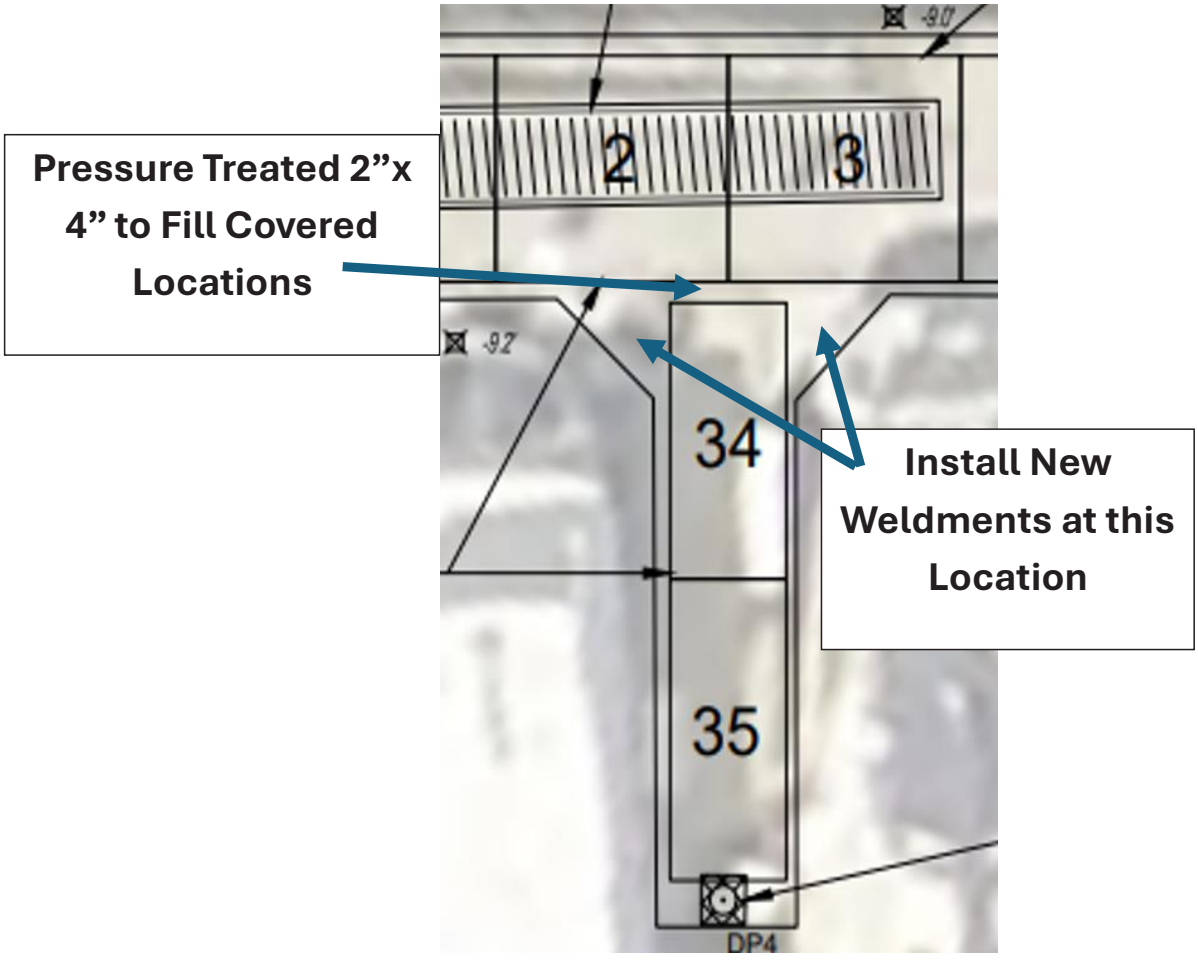
Total: **$242.82**

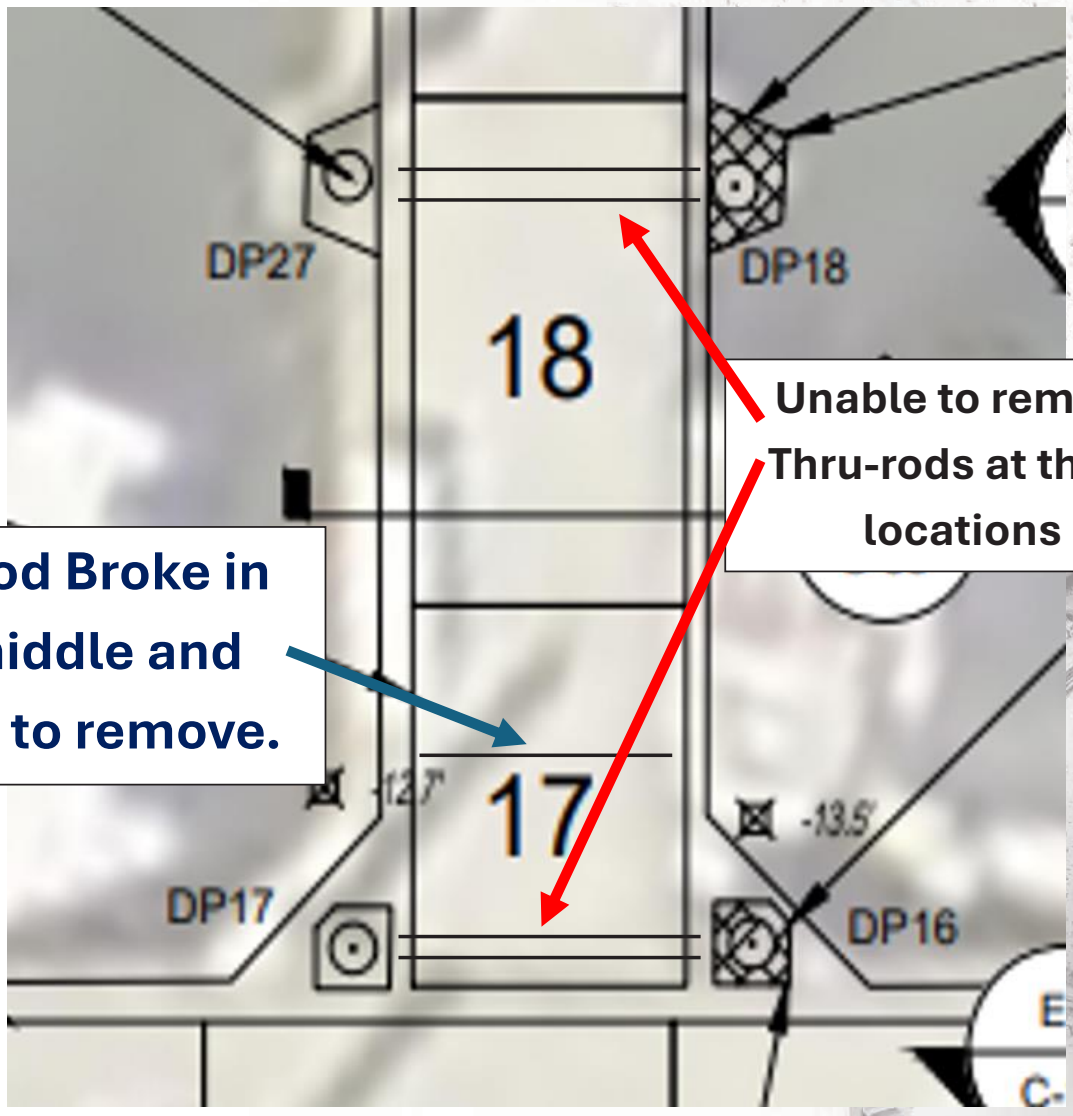
*
*
*
PLEASE NOTE QUOTES ARE VALID FOR 5 DAYS AND DO NOT ALLOCATE INVENTORY. PRICING AND AVAILABILITY/LEAD TIMES ARE SUBJECT TO CHANGE AFTER THE VALIDITY PERIOD HAS ENDED. SHIPMENTS ARE SUBJECT TO A 10% OVER/UNDER AND WILL BE CALLED COMPLETE.
*
*
*

THANK YOU FOR ALLOWING US TO BE OF SERVICE TO YOU!!

AREAS OF CONCERN AT NSB MARINA

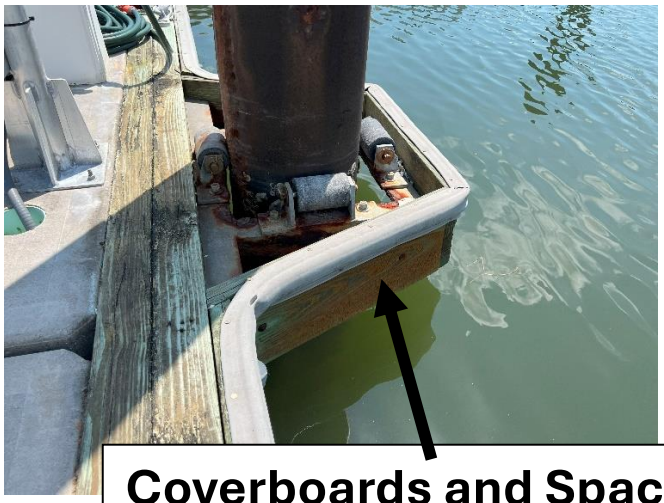






Thru-rod Broke in the middle and unable to remove.

Unable to remove Thru-rods at these locations





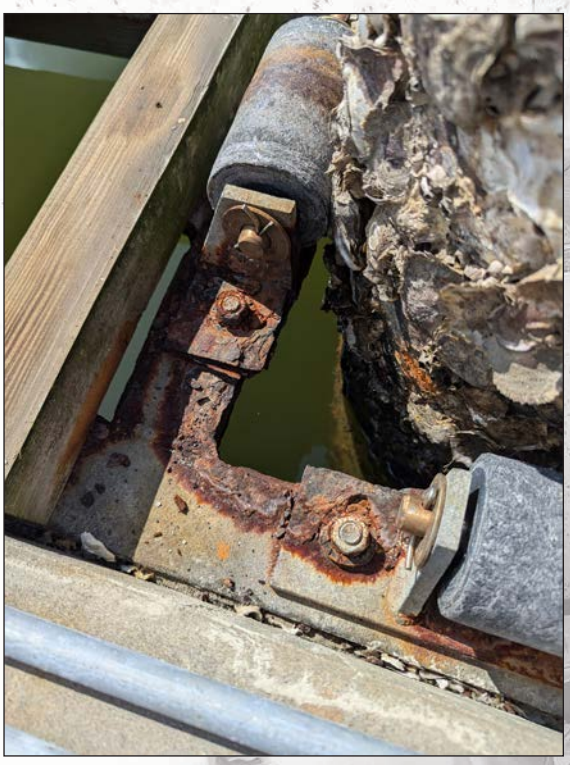
Coverboards and Spacers replaced at all Weldment and Pile Guide locations that are removed



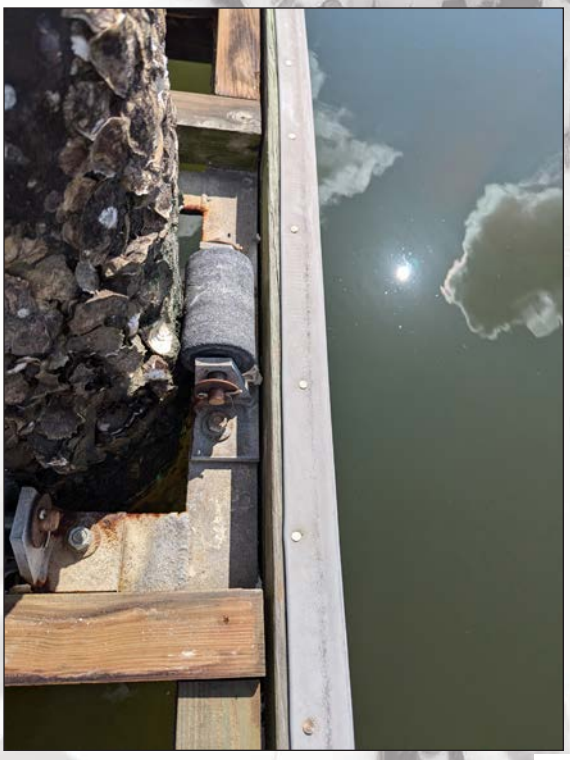
DP7:

Additional Recommended Change order work. DP7.
3 roller brackets in bad shape with metal loss and scaling
2 of the 4 inside corners of the pile guide bracket as well as underneath are scaling and losing metal/corroding badly.









DP7:

Additional Recommended Change order work. DP7.
3 roller brackets in bad shape with metal loss and scaling
2 of the 4 inside corners of the pile guide bracket as well as underneath are scaling and losing metal/corroding badly.







DP8:

Additional Recommended Change order work. DP8.
1 inside corner of the pile guide bracket as well as underneath has metal loss and scaling









DP8:

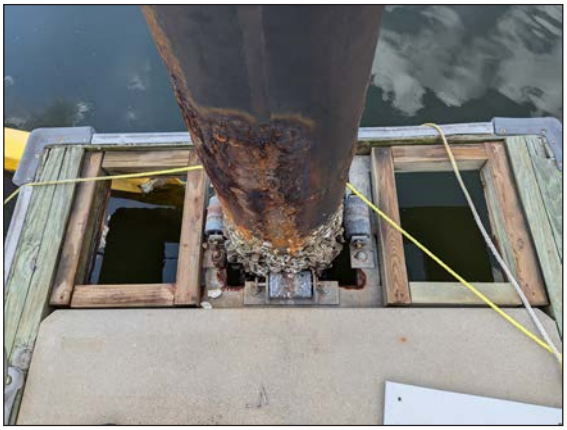
Additional Recommended Change order work. DP8.
1 inside corner of the pile guide bracket as well as underneath has metal loss and scaling





DP11:

Additional Recommended Change order work. DP11.
1 roller bracket is in bad shape with metal loss and scaling - metal loss and scaling near inside corners and underneath.









DP11:

Additional Recommended Change order work. DP11.
1 roller bracket is in bad shape with metal loss and scaling - metal loss and scaling near inside corners and underneath.









DP12:

Additional Recommended Change order work. DP12.
3 roller brackets in bad shape with metal loss and scaling - pile guide bracket is in bad shape with metal loss and scaling all around.









DP12:

Additional Recommended Change order work. DP12.
3 roller brackets in bad shape with metal loss and scaling - pile guide bracket is in bad shape with metal loss and scaling all around.

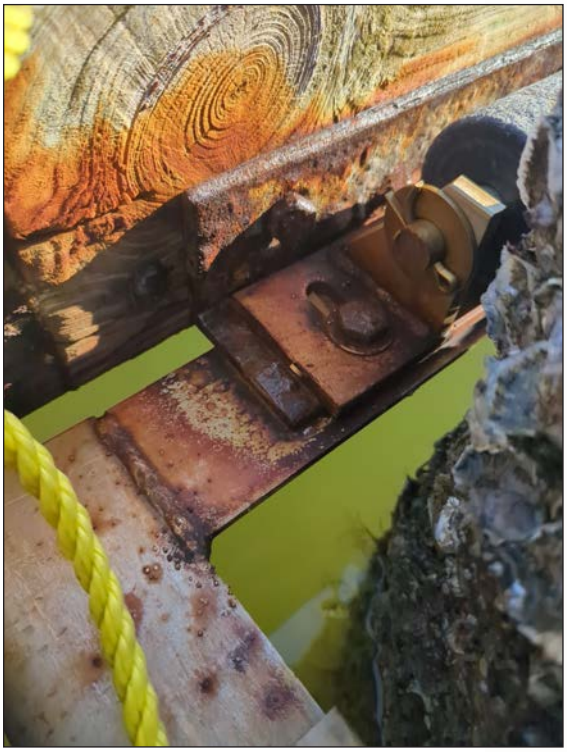


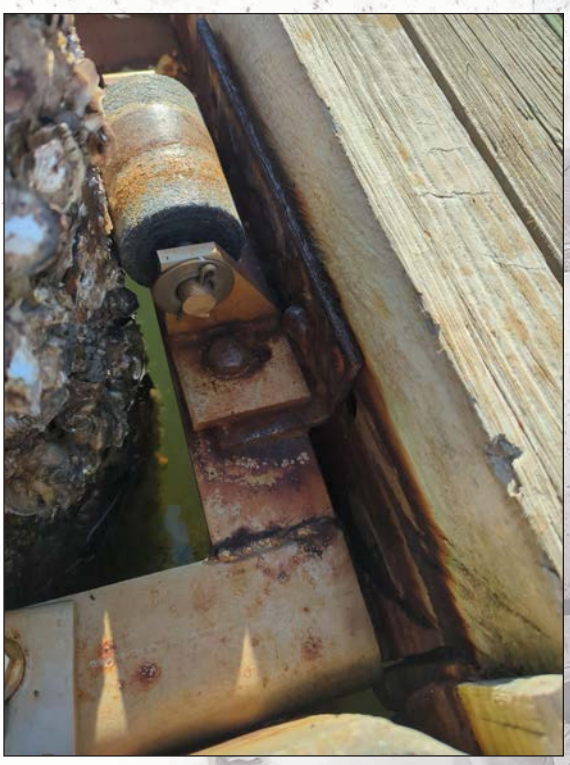




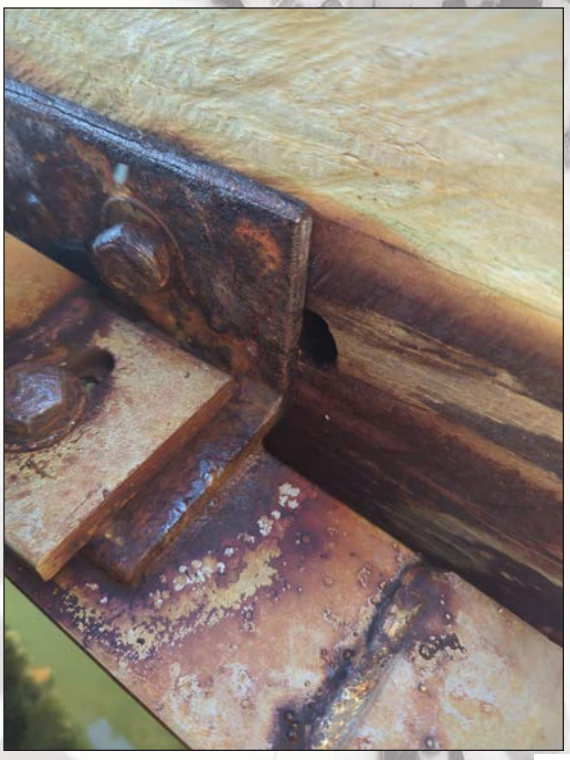
DP14/15:

Additional Recommended Change order work. DP14
Angle pieces will be removed, and guide will be attached to the whalers correctly.
Please note Piles 14 and 15 are within the same framework.





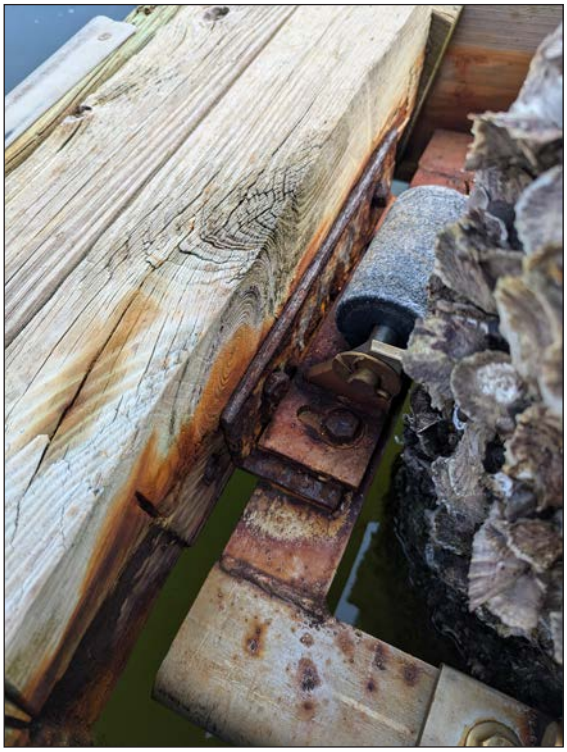




DP14/15:

Additional Recommended Change order work. DP15.
Pile guide bracket is in good shape made of stainless steel but it needs to be taken apart and lifted to fit in the correct holes and line up with the all thread bolts. Please note Piles 14 and 15 are within the same framework.



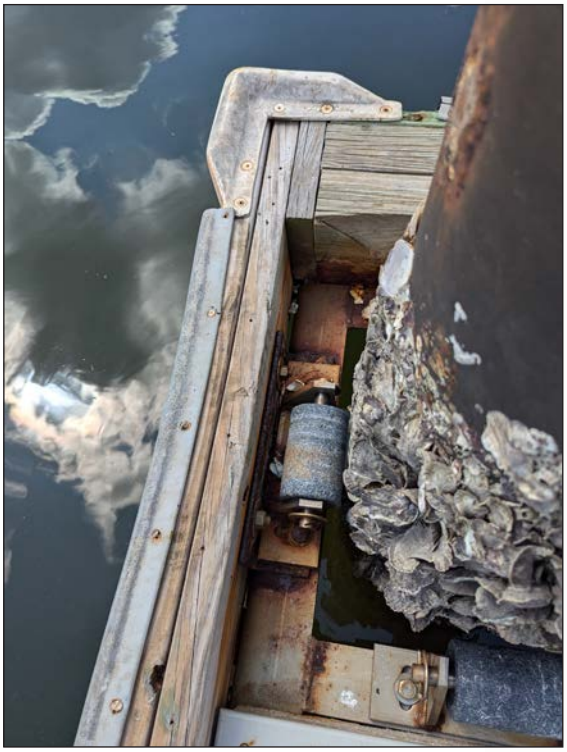




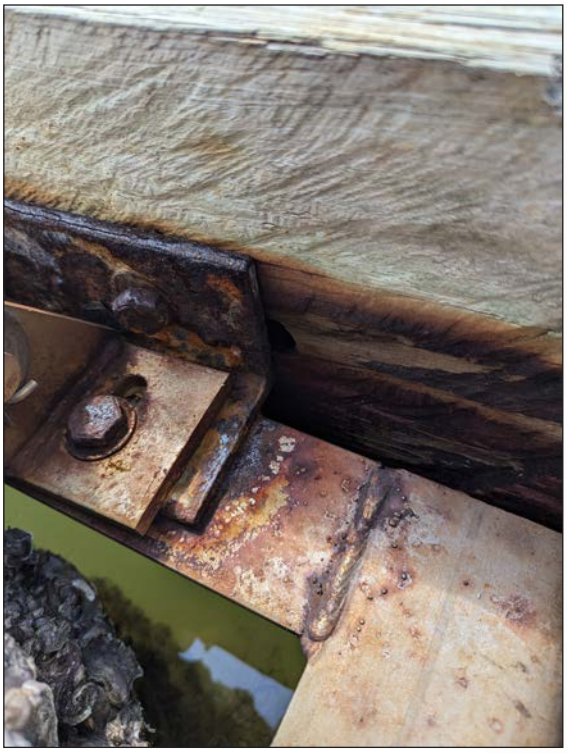


DP14 & DP15:

Additional Recommended Change order work. DP14/15.
Pile guide bracket is in good shape made of stainless steel but it needs to be taken apart and lifted to fit in the correct holes and line up with the all thread bolts. Please note Piles 14 and 15 are within the same framework.







DP27:

Additional Recommended Change order work. DP27.
3 roller brackets are in bad shape with metal loss and scaling - inside corners and underneath have metal loss and scaling.









DP27:

Additional Recommended Change order work. DP27.
3 roller brackets are in bad shape with metal loss and scaling - inside corners and underneath have metal loss/severe corrosion and scaling.





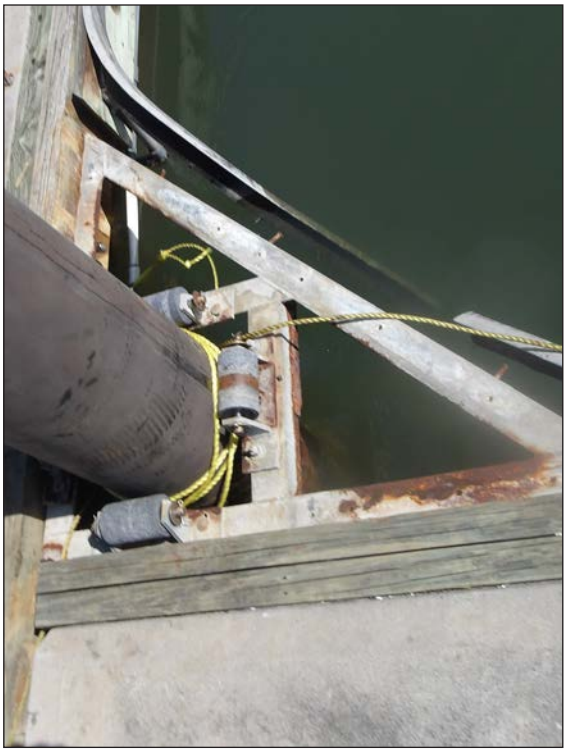


DP22:

Additional Recommended Change order work. DP22.
3 roller brackets are in poor shape with metal loss and scaling and the Pile guide bracket is in bad shape with moderate to severe metal loss and scaling all around









DP22:

Additional Recommended Change order work. DP22.
3 roller brackets are in poor shape with metal loss and scaling and the Pile guide bracket is in bad shape with moderate to severe metal loss and scaling all around





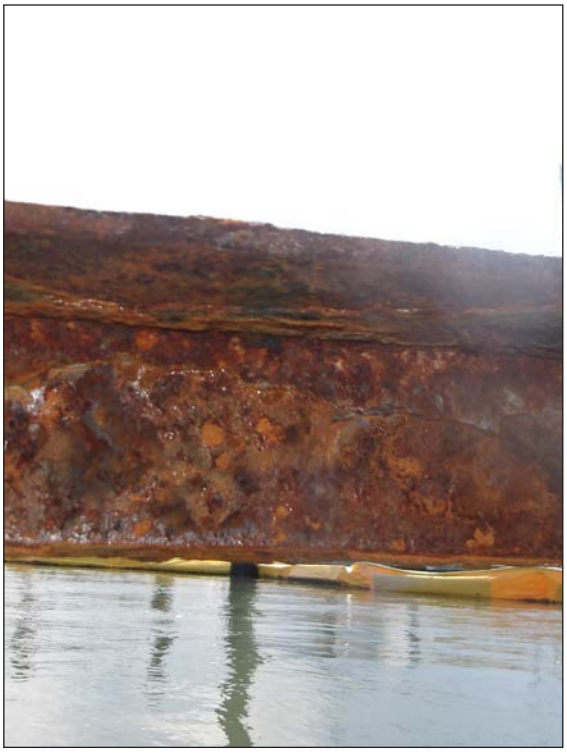




DP22:

Additional Recommended Change order work. DP22.
3 roller brackets are in poor shape with metal loss and scaling and the Pile guide bracket is in bad shape with moderate to severe metal loss and scaling all around





DP5:

Additional Recommended Change order work. DP5.
The underside of DP - 5 shows more corrosion than was visible from the top view, there are nuts on the roller brackets that have corroded off and not much is hanging on. There is a good bit of scaling on the rest of the pile guide bracket. The carriage bolts on the outside wood cover board are also corroding.









DP5:

Additional Recommended Change order work. DP5.
The underside of DP - 5 shows more corrosion than was visible from the top view, there are nuts on the roller brackets that have corroded off and not much is hanging on. There is a good bit of scaling on the rest of the pile guide bracket. The carriage bolts on the outside wood cover board are also corroding.

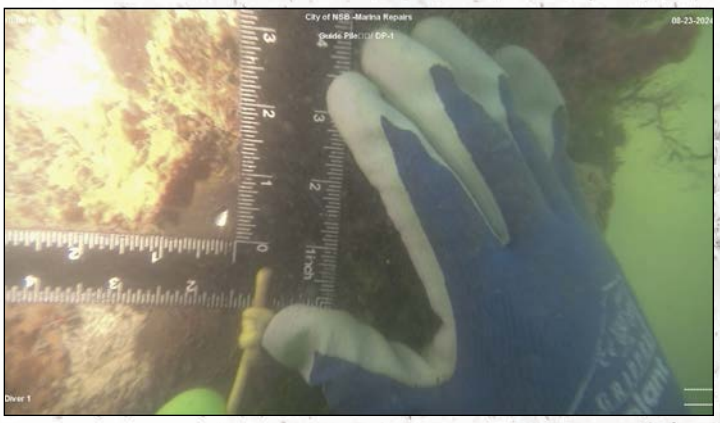












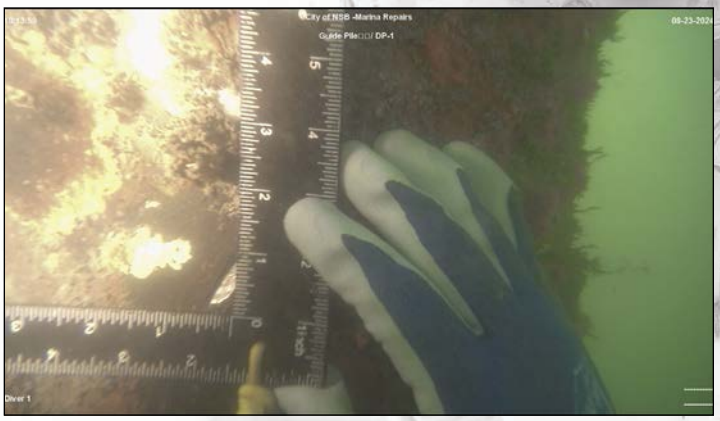
Steel Guide Piles: DP1



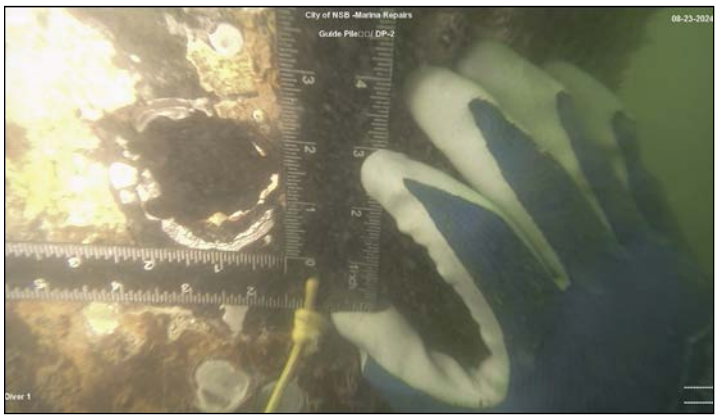


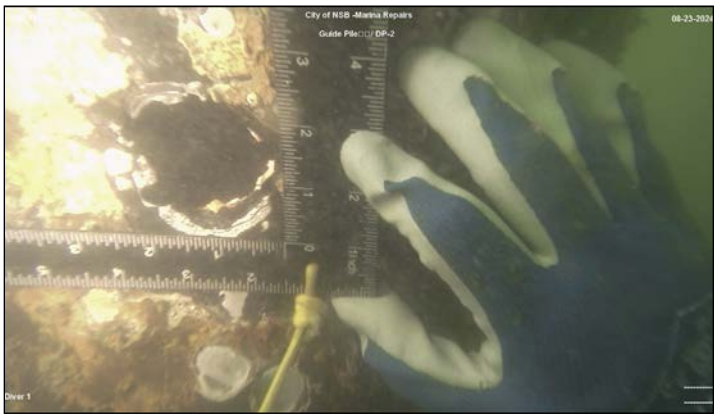
** Underwater wet weld repairs to all holes noted / proposed Splash Zone Sea Sheild underwate



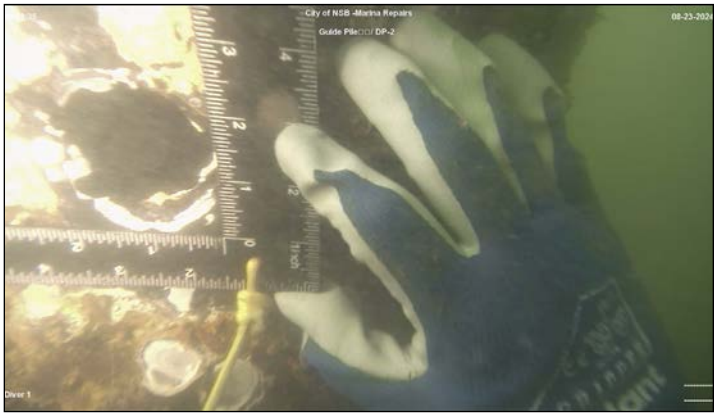


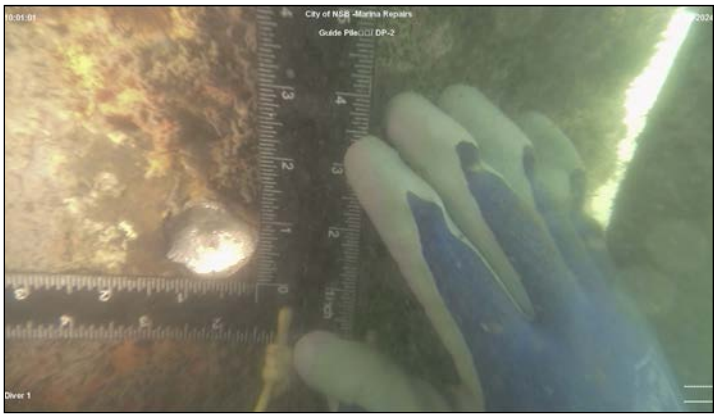


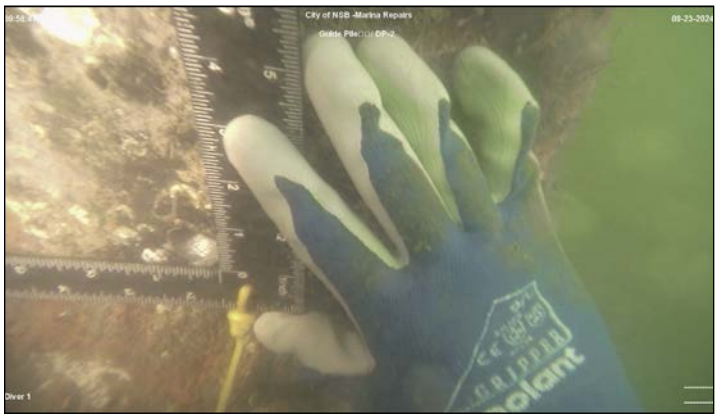


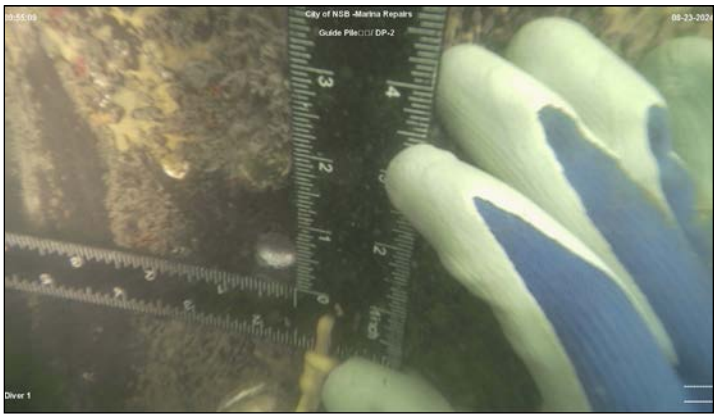


Steel Guide Piles: DP2















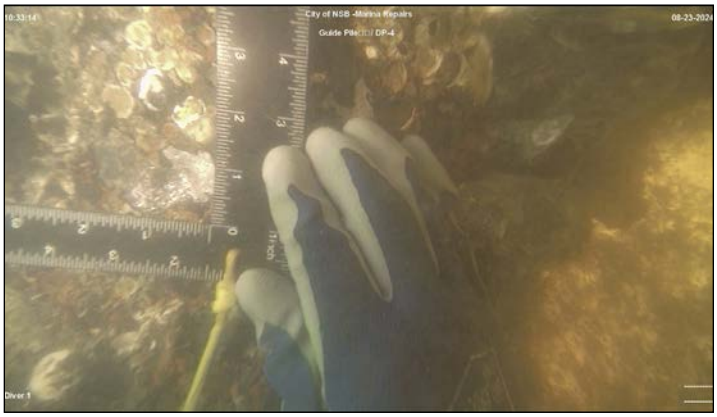


Steel Guide Piles: DP3

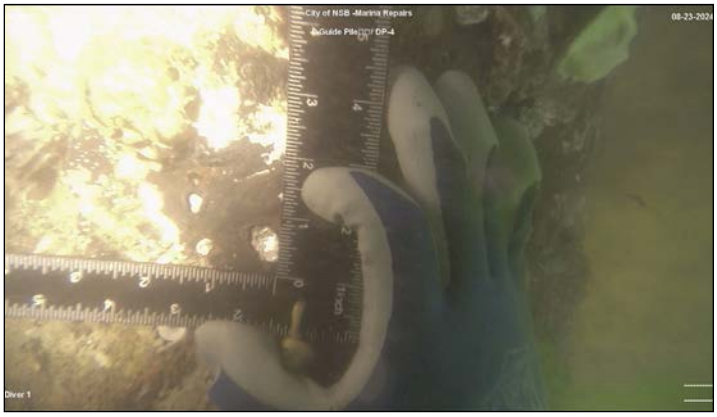




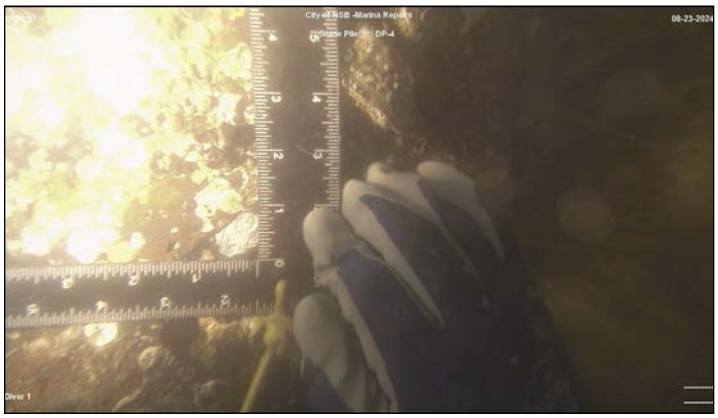




Steel Guide Piles: DP4





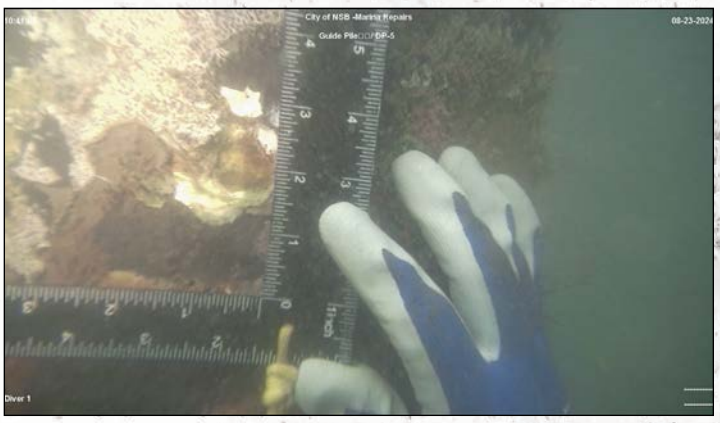












Steel Guide Piles: DP5

















Steel Guide Piles: DP5













Steel Guide Piles: DP6





Steel Guide Piles: DP7

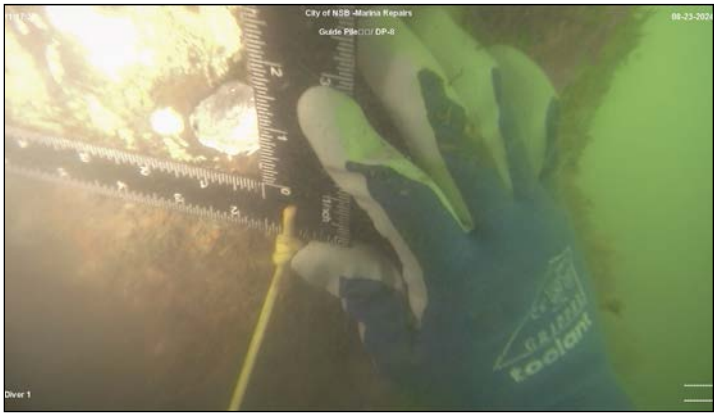








Steel Guide Piles: DP8

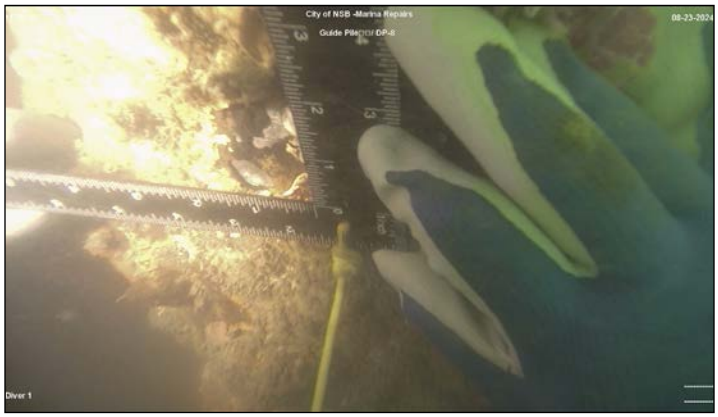


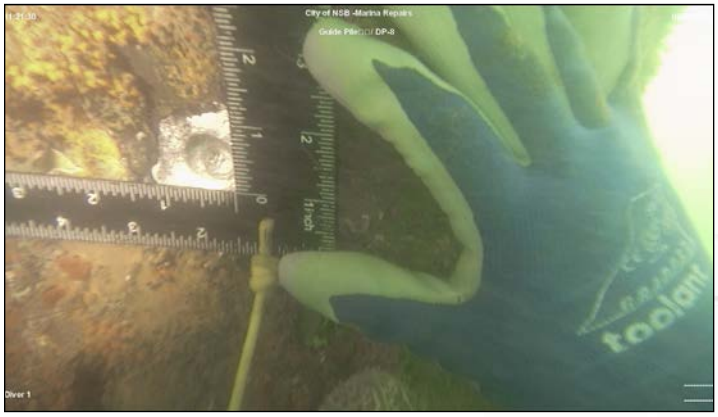






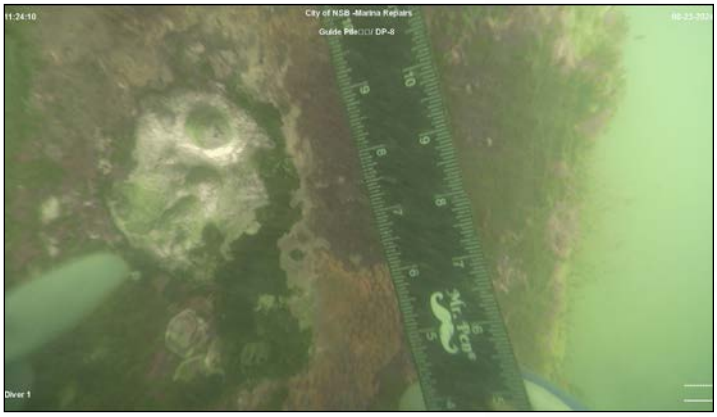


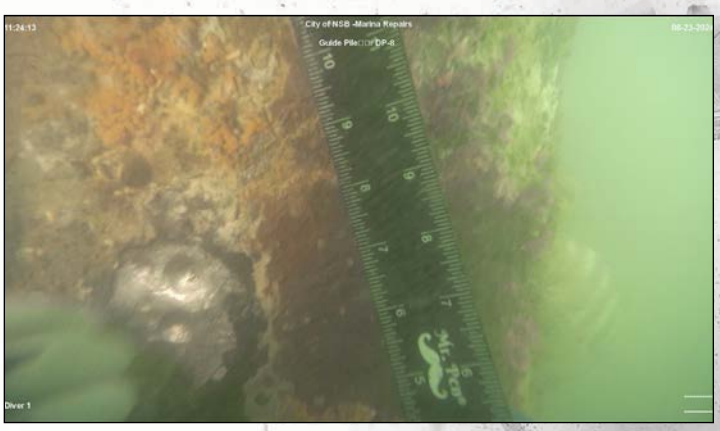






Steel Guide Piles: DP8











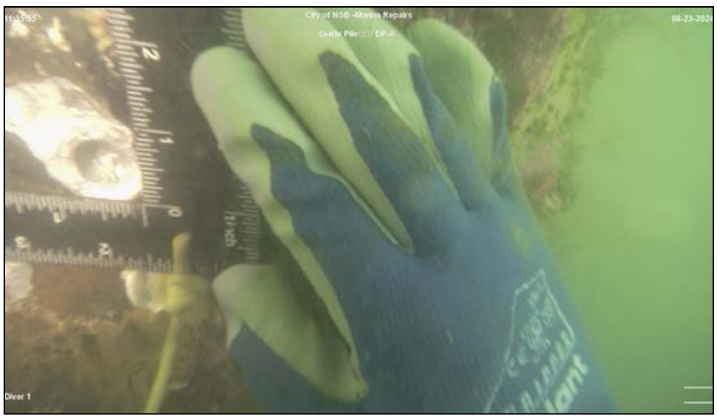






Steel Guide Piles: DP8









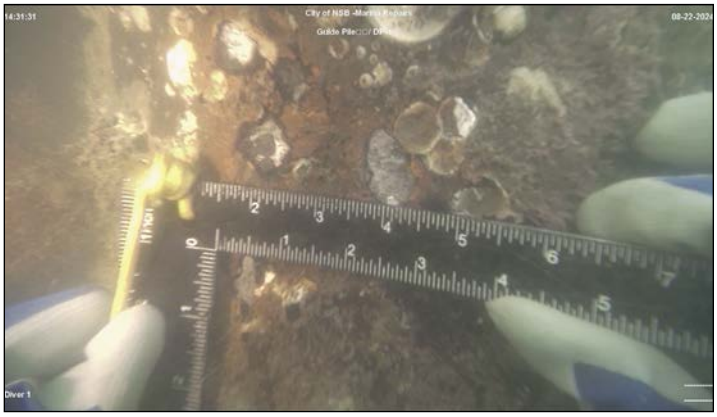
Steel Guide Piles: DP12







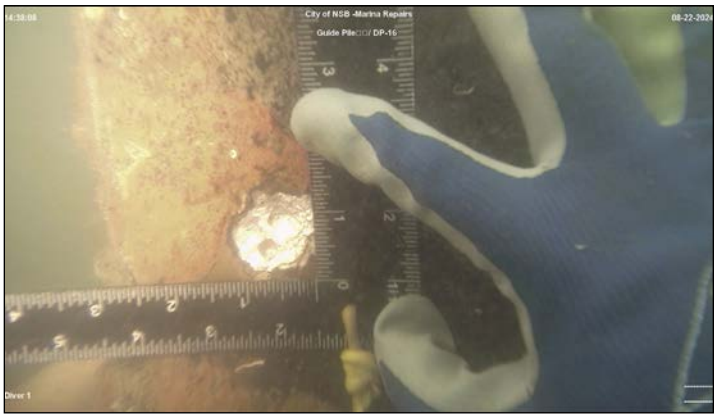
Steel Guide Piles: DP13

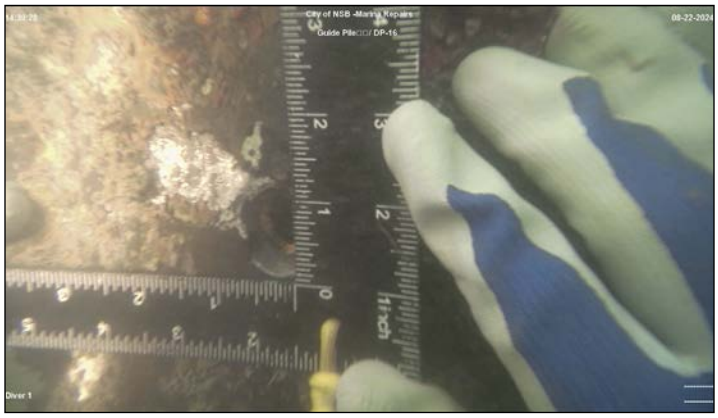




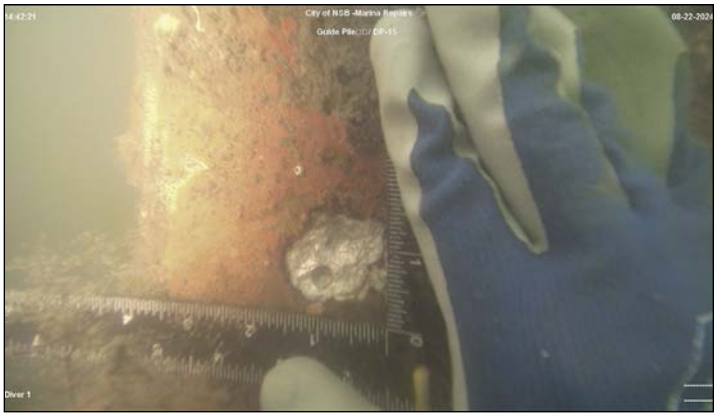




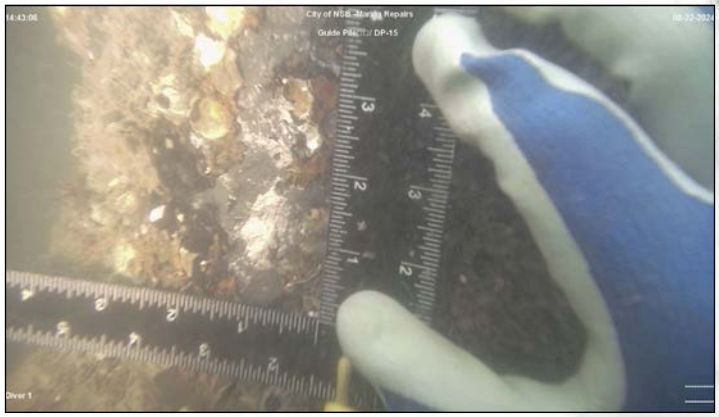




Steel Guide Piles: DP15







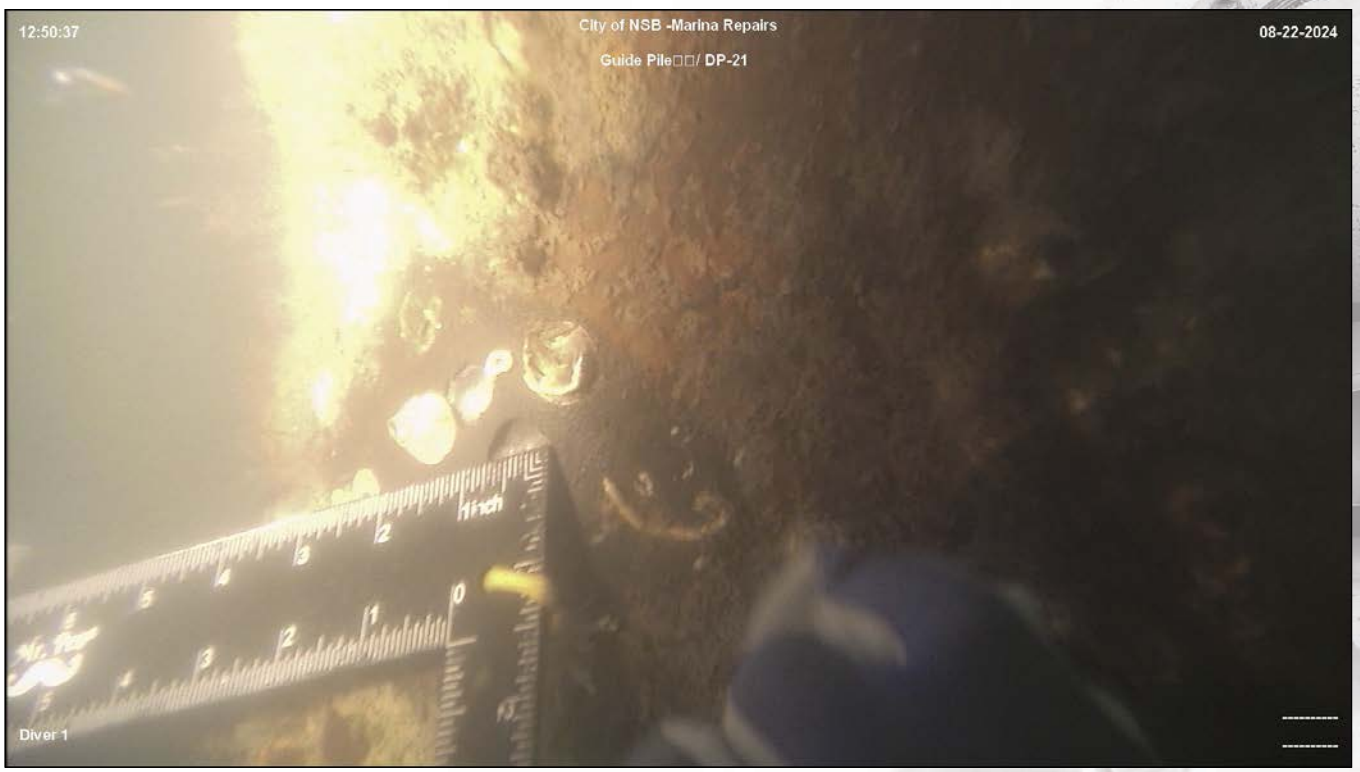
Steel Guide Piles:







Steel Guide Piles: DP21







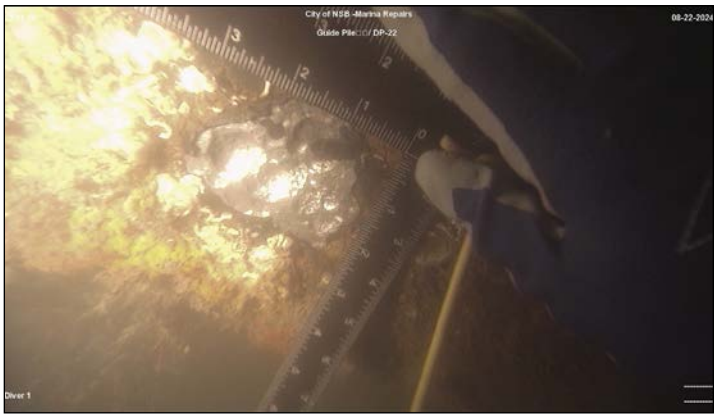
Steel Guide Piles: DP22

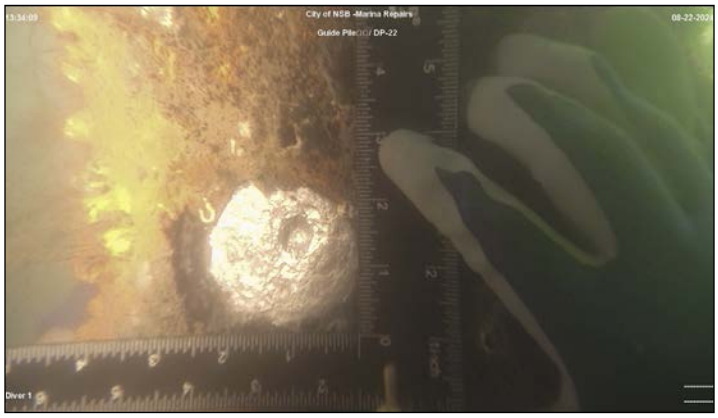
















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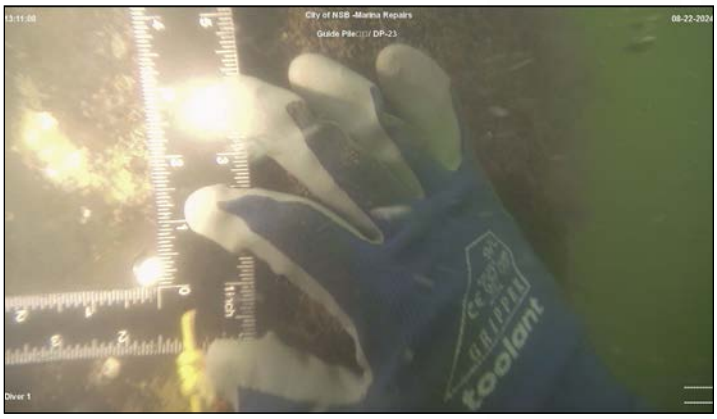
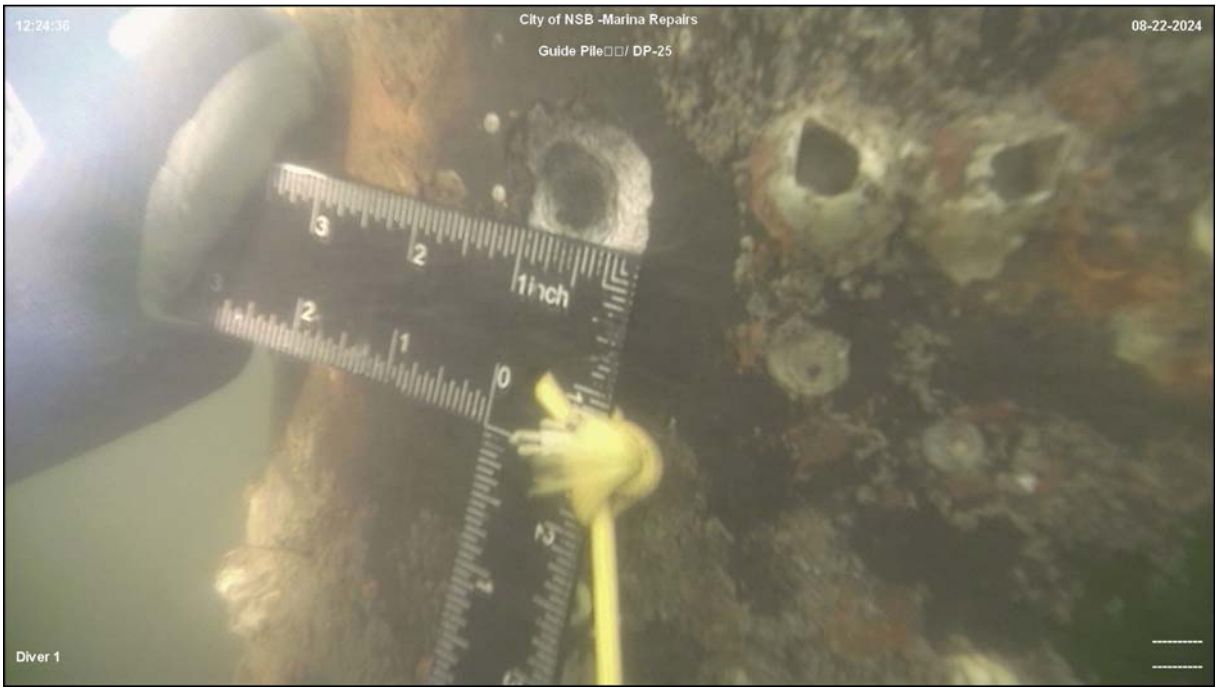




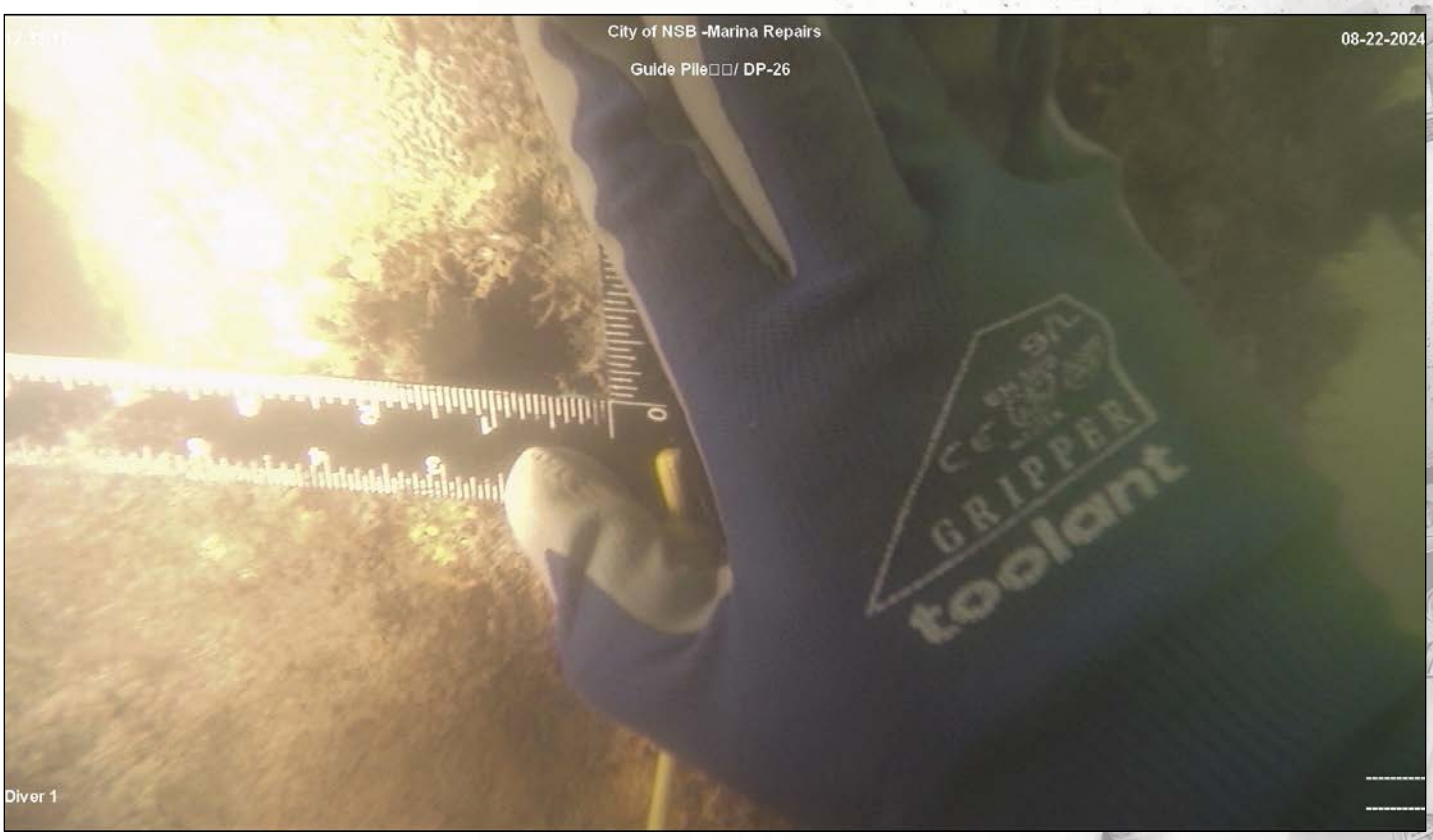




Steel Guide Piles: DP25



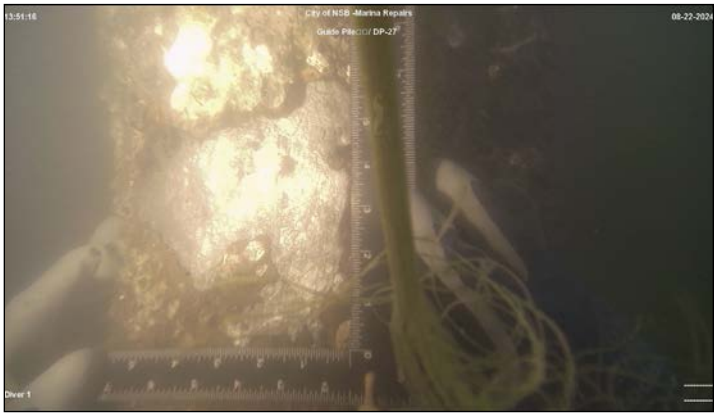
Steel Guide Piles: DP26



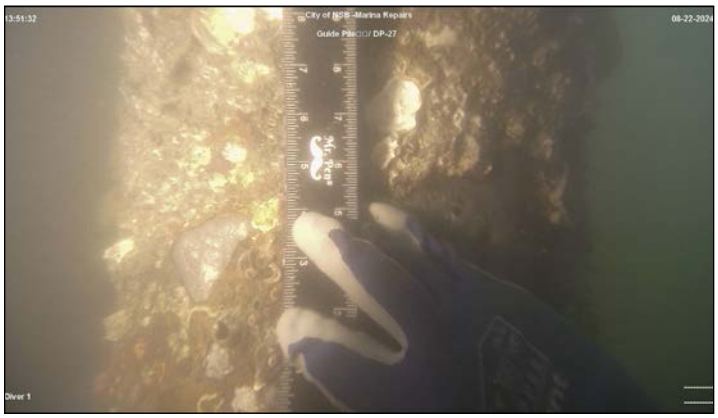


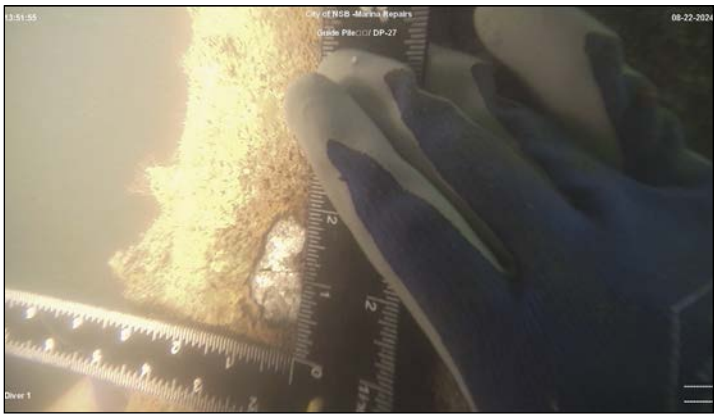


Steel Guide Piles: DP27

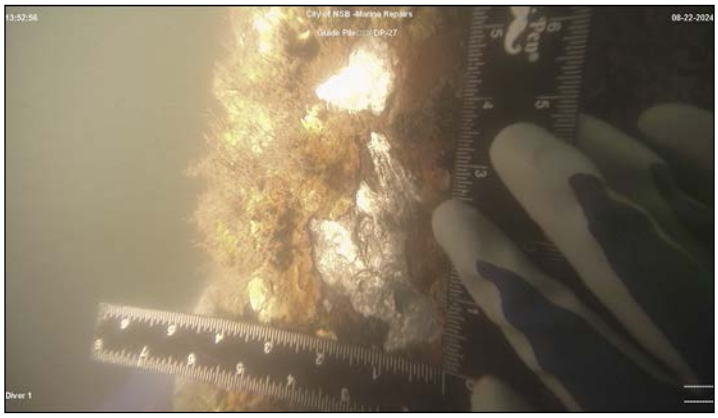
















Fixed Docks FP1









Fixed Docks FP3









Fixed Docks FP5









Fixed Docks FP11

















Fixed Docks FP11









Fixed Docks FP14

















Fixed Docks FP17

















Fixed Docks FP21













Fixed Docks FP35







Fixed Docks FP42











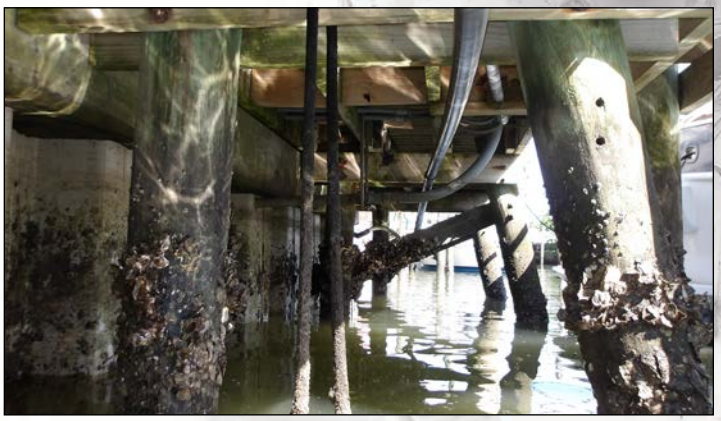


Fixed Docks PB7













Fixed Docks PB8



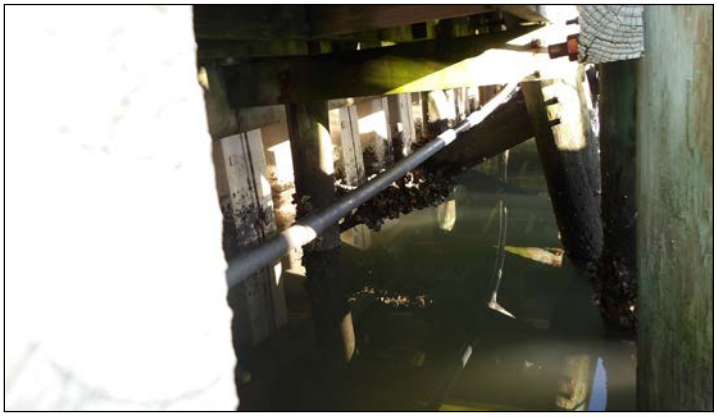








Fixed Docks PB14

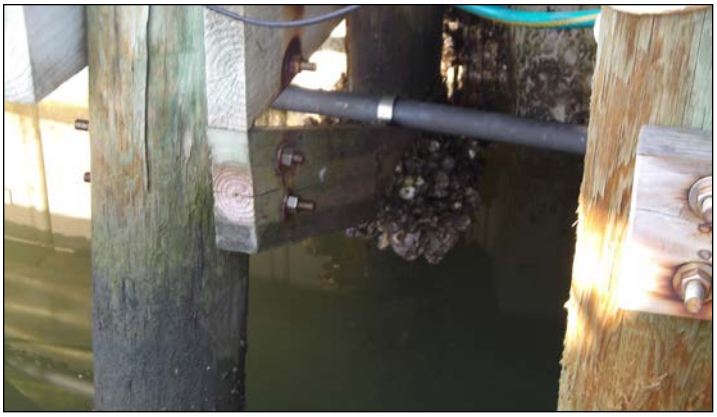














Fixed Docks PB15











Fixed Docks PB16











Fixed Docks PB17













Fixed Docks PB18







Fixed Docks PB19







Fixed Docks PB20







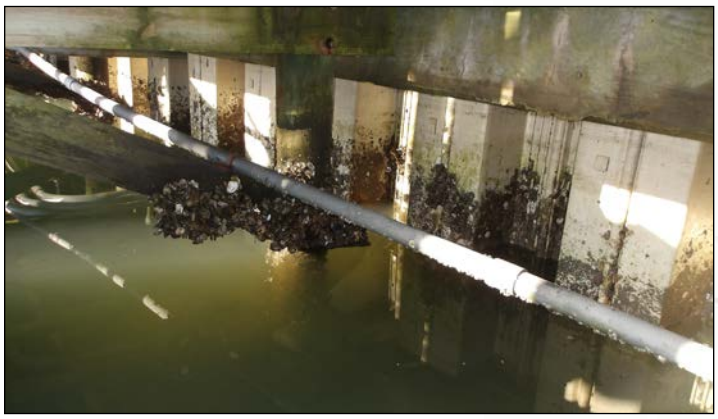
Fixed Docks PB21

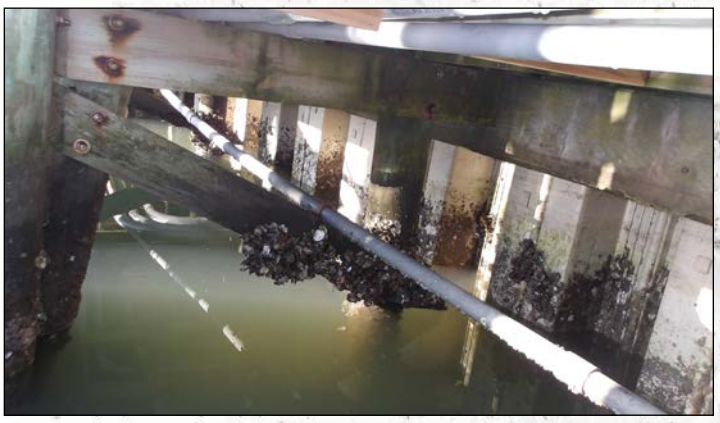




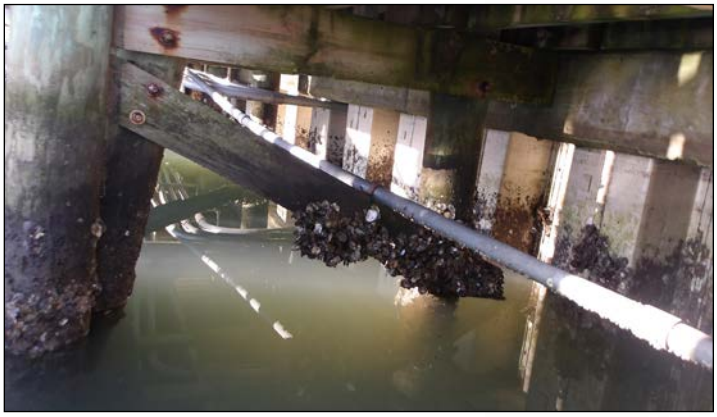


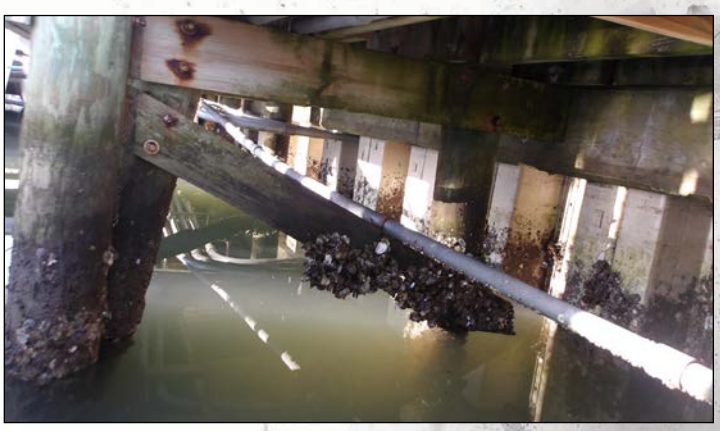






Fixed Docks PB22

















Fixed Docks PB26

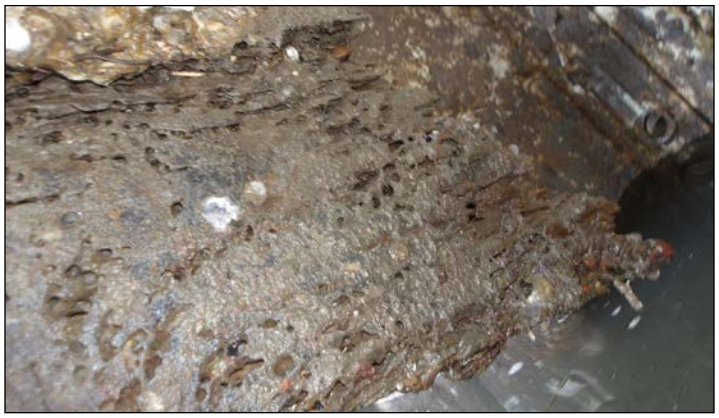








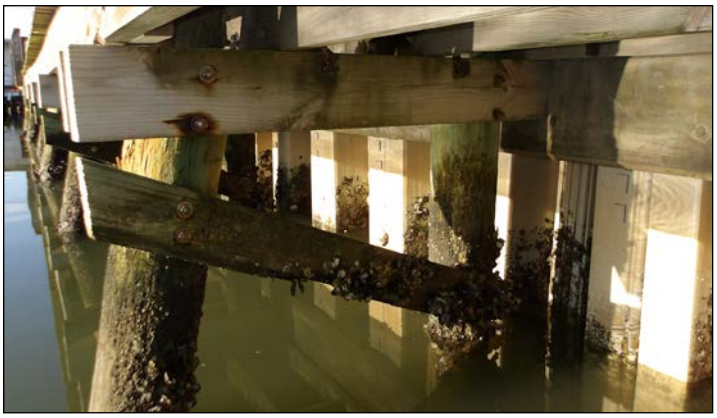


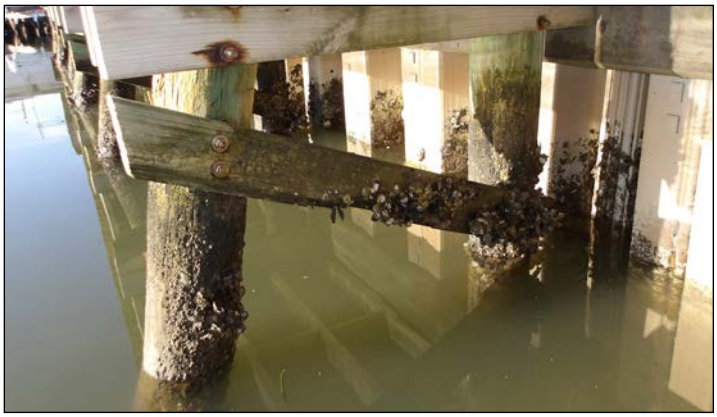




Fixed Docks PB27





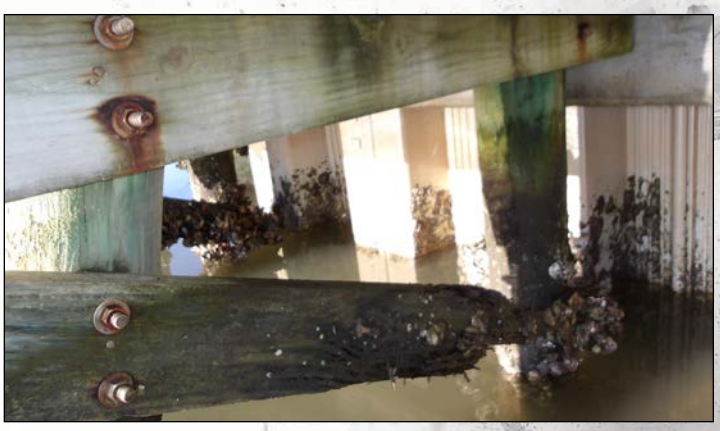


Fixed Docks PB31









Fixed Docks PB35









Fixed Docks PB36













Fixed Docks PB45

















Fixed Docks PB46

















Fixed Docks PB47









Fixed Docks PB48







Fixed Docks PB49















Fixed Docks PB51







Fixed Docks PB52









Fixed Docks PB56











Fixed Docks PB57













Fixed Docks PB63











Fixed Docks PB67

















Fixed Docks PB68







Fixed Docks PB69







Fixed Docks PB70







CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this 18th day of April, 2024, by and between the **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and In Depth, Inc. (a corporation organized and existing under the laws of the State of Florida and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 12-24-CIP, Marina Dock Repairs.**

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to complete the construction of and all appurtenant work thereto, described in the following document, hereby fully incorporated into this Contract:

ITB 12-24-CIP, MARINA DOCK REPAIRS
City of New Smyrna Beach, Florida

All work shall be in strict compliance with the drawings and specifications, including any and all Addenda, and together with all Contract Documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed subject to the approval of the Owner.

ARTICLE II: Contract Price

The Owner shall pay the Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

$297,090.00

Spelled out: Two Hundred Ninety-Seven Thousand Ninety Dollars

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

Contractor's Initials: _____

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Thirty (30) CALENDAR DAYS** after the date of the Notice to Proceed letter and shall achieve Substantial Completion within **Ninety (90)** consecutive calendar days thereafter. The Contractor shall have an additional thirty (30) consecutive calendar days from the date of Substantial Completion to achieve Final Completion.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with same; the Contractor agrees that he is responsible for having heretofore examined the site, the location and route of all the proposed work and for having satisfied himself as to the character of the route, the location, surface and under-ground obstructions and nature thereof, the nature of the groundwater conditions and other physical characteristics of the work and work area in order that he may include in the prices which he has bid and the prices of the Contract, all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the Contract prices herein agreed upon, and that this Contract price is based upon these inspections and examination.

ARTICLE V: Liquidated Damages

If the work is not completed within the time specified in Article III of this Contract, the Contractor shall pay the Owner, as liquidated damages, the sum of **ONE HUNDRED FIFTY DOLLARS ($150)** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: Right to Require Performance

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same or be considered a waiver of such provision, nor shall a waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ARTICLE VII: Component Parts of the Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

- City Advertised Bid
- Construction Specifications
- Drawings
- Addendums
- Awarded Bid Proposal

The Contractor must provide the following documents within fourteen (14) days upon acceptance of the bid by City Commission. All of which are familiar to the Contractor and are component parts of the contract.

- Certificate of Insurance
- Performance/Payment Bond

Contractor's Initials: 

Upon completion of the project, the Contractor shall provide the Owner with the Warranty of Title.

ARTICLE VII: Severability

Should any term, covenant, condition, provision or sentence or part thereof of this Contract, including all Contract Documents which comprise the entire agreement, be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall nevertheless remain in full force and effect.

ARTICLE VIII: Force Majeure

No Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including but not limited to, the following force majeure events:

a) Acts of God
b) A natural disaster (fires, explosions, earthquakes, hurricanes, flooding, storms, infestations, epidemic or pandemic)
c) War, invasion, hostilities (regardless if war is declared or not), terrorist threats or acts, riots or other civil unrest
d) Government order or law
e) Actions, embargoes or blockades in effect on or after the date of this Agreement
f) Action by any governmental authority
g) National or regional emergency
h) Strikes, labor stoppages or slowdowns or other industrial disturbance, and
i) Shortage of adequate power or transportation facilities

The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of sixty (60) days following Notice given by it, then either party may thereafter terminate this Agreement upon Notice

Notwithstanding the foregoing, any pandemic or epidemic, including but not limited to those related to COVID-19 and its mutations, and related issued executive orders and/or administrative orders by any federal, state, or local government entity related to any pandemic or epidemic, shall NOT be considered a force majeure and is expressly excluded from that definition herein and said even shall not prevent CONTRACTOR from timely performing its functions under this Agreement

ARTICLE IV: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only

Contractor's Initials: 

and have no other significance in the interpretation of the body of the Contract Document.

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

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Dated: 4/9/2024

Approved as to form and correctness;

Carrie Avallone, City Attorney

Dated: 4/18/2024

WITNESSES:

Danny Broadhurst
Sr. Project Manager

CONTRACTOR

By:

Zachary J. Rogers

Dated: 3/26/24

Approved by the City Commission of the City of New Smyrna Beach at a meeting held on this 9th day of April, 2024 under Agenda Item No. F.K.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Fisk Marine Insurance International, LLC
8110 Breakwater Drive
New Orleans LA 70124

CONTACT NAME: Jodi Wibel
PHONE (A/C, No, Ext): (504) 302-4400 **FAX (A/C, No):** (866) 543-4619
E-MAIL ADDRESS: jwibel@fiskusa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Company	22136
INSURER B : STARSTONE SPECIALTY INS CO	44776
INSURER C : American Interstate Insurance Company	31895
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INDEPTH-01
In Depth, Inc.
1473 Old Haw Creek Road
Bunnell FL 32110

COVERAGES **CERTIFICATE NUMBER:** 2119163105 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SRLL GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	Y	OMH 2543843-04	9/22/2023	9/22/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ship Repairers Legal	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
	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)	$ $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	AT1326233MAR	9/22/2023	9/22/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCFL3233292024	1/28/2024	1/28/2025	X WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H $ 1,000,000 $ 1,000,000 $ 1,000,000
C A A	MEL Equipment P&I	Y	Y	AVWCFL3233292024 OMH 2543843-04 OMH 4069800-03	1/28/2024 9/22/2023 9/22/2023	1/28/2025 9/22/2024 9/22/2024	MEL Limit Limit 1item/all items P&I Limit	1,000,000 100,000 / 500,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL policy includes blanket additional insured and blanket waiver of subrogation as required by written contract, limited sudden and accidental pollution, primary and non-contributory, XCU, ship repairers legal liability, traveling workman and other work. Workers Comp policy includes blanket waiver of subrogation, USL&H, voluntary compensation, alternate employer endorsement, Excess policy is follow form over GL, P&I, EL, MEL, and VPOL. Marine Employers liability and TWM&C. Vessel pollution policy #OMH 4069801-03 Great American insurance Co. Eff. 9/22/2023 - 9/22/2024, limit $2MM, covers 27' dump barge and 3 spud barges. Policies contain a 30-day notice of cancellation except 10 days for nonpayment of premium. Professional liability policy #OE23500238 Underwriters at Lloyds Eff. 11/1/23 - 9/22/24 $1MM limit any one claim and in the aggregate.
The City of New Smyrna Beach is as additional insured respect to GL as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm Blake Thomas State Farm 4639 S Clyde Morris Blvd Suite 107 Port Orange FL 32129	CONTACT NAME: Angela Harrison PHONE (A/C, No, Ext): 386.760.2020 FAX (A/C, No): 386.256.7331 E-MAIL ADDRESS: Angie@BlakeThomas.Net
INSURED Zachary Rogers DBA In Depth Inc. 1473 Old Haw Creek Road Bunnell, FL 32110	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ $ $ $ $ $ $
X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	E99 6684 A08 59G	01/08/2024	07/08/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ 1,000,000 $ 1,000,000 $ 1,000,000 $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Pier Repairs

City of New Smyrna Beach also listed as additional insured.

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

Angela Harrison

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THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL OF A LICENSE AGREEMENT WITH THE COUNCIL ON AGING OF VOLUSIA COUNTY AT THE LIVE OAK CULTURAL CENTER.

September 24, 2024

Background:

On February 26, 2019 the City Commission approved the License Agreement between the City of New Smyrna Beach and the Council on Aging of Volusia County. The license permits the Council on Aging (COA) to operate at Live Oak Cultural Center (LOCC). The agreement expires September 30, 2024 and does not have any extension options remaining and must be renewed. The COA hosts Meals on Wheels and operates senior programming including social activities, games, etc. out of LOCC. This renewal agreement will run beginning October 1, 2024 through September 30, 2026.

Fiscal Analysis:

The city pays the Council on Aging $27,500 annually which is includes $7,500 earmarked for janitorial services for LOCC.

Strategic Plan Item:

No

Staff Report Created By: Robert Salazar - Leisure Services Director

Attachments:

License Agreement Council on Aging of Volusia County.pdf
Council on Aging for Volusia County 2022.pdf

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between the CITY OF NEW SMYRNA BEACH, a municipal corporation in Volusia County, Florida, with its principal place of business at 210 Sams Avenue, New Smyrna Beach, Florida 32168, hereinafter referred to as Licensor, and the COUNCIL ON AGING OF VOLUSIA COUNTY, INC., a Florida non-profit corporation with its principal place of business at 420 Fentress Boulevard, Daytona Beach, Florida 32114, hereinafter referred to as Licensee.

SECTION 1
DESCRIPTION OF LICENSED PREMISES

Licensor hereby grants a nonexclusive license to Licensee for the Senior Center at the Live Oak Cultural Center located at 1050 Live Oak Street, New Smyrna Beach, Volusia County, Florida 32169 for use by the COUNCIL ON AGING OF VOLUSIA COUNTY, INC. for its programs.

SECTION 2
TERM OF LICENSE

This license agreement shall commence on October 1, 2024, and end on September 30, 2026 with a two year renewal at the

option of the parties and consent of the City Commission. During the term of this agreement the Licensee shall have use of the licensed premises (as described in paragraph 1 above), on Monday through Friday of each week between the hours of 7:00 a.m. and 4:00 p.m. Times when the premises is not used by the Licensee for programs may be used by the Licensor or its designee. The Council on Aging is also authorized to use the facility two (2) Saturdays in the year for the "Saturday Bingo" event. Times when the premises is not used by the Licensee for programs may be used by the Licensor or its designee.

SECTION 3

CONSIDERATION FOR GRANTING LICENSE

Licensee agrees in consideration for the Licensor granting it the use of the licensed facility, to provide, at Licensee's expense, the equivalent of a full-time Program Coordinator at the licensed premises. Said Program Coordinator shall develop and coordinate activities, trips, special events, and educational programs for senior citizens, and any expenses related to the activities are the responsibility of the Licensee.

SECTION 4

FEES AND REVENUES

Revenues for Licensee-managed Federal and State grants, including, but not limited to Counseling, Congregate Dining, Home- Delivered Meals and Transportation and for Council on Aging fundraising activities, including but not limited to Senior Trips, shall be retained by the Licensee. Fees and revenue for local activities, memberships and all other programs at the Licensed Premises shall be for the credit of the Licensee.

SECTION 5
MAINTENANCE AND UTILITIES

Licensor shall provide repairs to the building and fixtures, and utilities (excluding telephone and internet) for the licensed premises. Licensee shall provide all janitorial services for the area assigned to it and maintain the premises in a clean, sanitary and attractive condition at all times. The Licensor retains the right to inspect the premises at any time with or without notice to the Licensee. The Licensor will oversee the cleaning of the facility by all other users.

SECTION 6
SURRENDER OF PREMISES

Licensee agrees to surrender the premises at the expiration of this License Agreement in as good condition as they were at its commencement, reasonable use and wear and damages of the elements excepted.

SECTION 7
ASSIGNMENT

Neither this license agreement, nor any part of the licensed premises, may be assigned or sublet without the written permission of the Licensor.

SECTION 8
ALTERATION TO THE BUILDING

The Licensee shall not make any alterations to the licensed premises without the prior written consent of Licensor, under penalty of forfeiture and damages. Any such alteration shall then become the property of the Licensor.

SECTION 9
USE OF PREMISES

Licensee agrees not to occupy or use the premises, or permit the same to be occupied or used for any business except for implementation of the nutrition program in Southeast Volusia County and other programs and activities for senior

citizens in New Smyrna Beach and the vicinity, without the written consent of Licensor, under penalty of forfeiture and damages.

SECTION 10
DEFAULT

If Licensee defaults under this agreement by failing to provide the consideration described herein, or default occurs in the performance of any of the agreements contained in this License Agreement, and such default is not cured within thirty days from the date written notice of such default is delivered to Licensee by Licensor, then at the option of Licensor, this agreement shall terminate, and Licensor may reenter the licensed premises and remove all persons, equipment, and furnishings.

SECTION 11
INSURANCE

1. Liability Insurance. Licensee hereby agrees, at all times during the term hereof, to obtain and maintain and keep in force comprehensive general public liability insurance

against claims for personal injury, death or property damage occurring in, on or about the licensed premises with aggregate single limit coverage in an amount not less than ONE MILLION DOLLARS $1,000,000.00). Licensee shall name Licensor as an additional insured on the aforesaid policy of insurance. Licensee shall present proof of said insurance to Licensor's City Manager upon request. Licensee additionally agrees that Licensor has the right to notice before cancellation of any insurance policies, and upon cancellation, Licensor has the right to immediately terminate this Agreement.

2. **Workers' Compensation Insurance.** Licensee shall purchase workers' compensation insurance for all of its employees as required by Florida law and present proof of said insurance to Licensor's City Manager upon request.

3. **Acts Causing Cancellation.** No use shall be made orpermitted to be made of the premises, or acts done that will cause a cancellation of any insurance policy covering the premises, or any part of the premises, nor shall Licensee permit to be kept or used in or about the premises any article

prohibited by the standard for fire insurance policies. Licensee shall, at its sole cost, comply with all insurance company requirements pertaining to the licensed premises necessary for the maintenance of insurance as herein provided covering any building and appurtenances at any time located on the licensed premises.

SECTION 12

NECESSARY FURNISHINGS AND RECREATIONAL EQUIPMENT

Licensee's use of its own furnishings and recreation equipment at the premises shall be at its own risk. Addition of furnishings or equipment must be approved in writing by the Licensor. Licensee waives any right to bring a claim for damages or negligence against Licensor, and holds Licensor harmless for any loss or destruction of any or all of the Licensee's furnishings and recreational equipment arising out of fire, flood, theft, vandalism, riot, civil disturbance, or any other cause. Licensee owns all equipment with the exception of that provided by the City of New Smyrna Beach.

SECTION 13

INDEMNITY

Licensee covenants and agrees to hold harmless and indemnify Licensor from any and all liability that might arise from the interest created in this License Agreement and from the use of care of the said property described herein and licensed by the Licensee.

SECTION 14
NOTICE

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it is deposited/sent in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner

prescribed for personal service of a summons or other legal process.

SECTION 15
SEVERABILITY

Should any term, covenant, condition, provision, sentence or part thereof of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.

SECTION 16
CONSTRUCTION

The headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.

SECTION 17
Final Agreement

This agreement represents the entire understanding of the parties with respect to the subject matter hereof and replaces and supersedes all prior understanding, written or oral. The rems of this Agreement may be changed, modified, or discharged

only by an instrument in writing signed by each of the parties hereto.

WITNESS our hands and seals this ____ day of _____, 2024.

(City Seal)

LICENSOR:
CITY OF NEW SMYRNA BEACH, a Municipal Corporation

By:_____
Fred E. Cleveland, Mayor

ATTEST:

_____
Kelly McQuillen, City Clerk

_____
Address

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned duly authorized by law to administer oaths and take acknowledgments, did personally appear **Fred E. Cleveland** and **Kelly McQuillen,** Mayor and City Clerk of the City of New Smyrna Beach respectively, who have acknowledged that as such Mayor and as such City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing License Agreement on the date and year herein written, pursuant to the authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and seal this ___ day of _____, 2024.

LICENSEE:
COUNCIL ON AGING OF VOLUSIA COUNTY, INC.

By: E Kraljic via
Name: Eveline Kraljic
Title: Co-Executive Director

WITNESS #1:
Valerie Finnegan
Print Name:

420 Fentress Blvd. Daytona Beach 32114
Address

WITNESS #2:
Cathy Michalik
Print Name:

420 Fentress Blvd Daytona Beach FL 32114
Address

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by EVELINE KRALJIC, as President of the Board of Directors of Council on Aging of Volusia County, Inc., who has acknowledged that as such President, and for and on behalf of the Council on Aging of Volusia County, Inc., who is personally known to me or has provided _____ as identification.

WITNESS my hand and seal this 12 day of SEPTEMBER, 2024.

Cheryl Shaw
Notary Public
(Notary Stamp or Seal)

CHERYL SHAW
Notary Public - State of Florida
Commission # HH 588558
My Comm. Expires Aug 29, 2028
Bonded through National Notary Assn.

_____

Notary Public

(Notary Stamp or Seal)

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CARRIE AVALLONE, CITY ATTORNEY
DATE:_____

After signing return to:
Shey McCurdy
Assistant City Attorney
210 Sams Avenue
New Smyrna Beach, FL, 32118

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made on this 6th day of October, 2022, by and between the COUNCIL ON AGING OF VOLUSIA COUNTY, (hereafter "COA"), a Florida nonprofit corporation, whose mailing address is, 420 Fentress Boulevard, Daytona Beach, FL 32114, and the City of New Smyrna Beach (hereafter "City"), (collectively the "Parties").

RECITALS

WHEREAS, the COA and City enter into a License Agreement on March 4, 2019, which expired September 30, 2022.

WHEREAS, the COA provides a valuable service to the senior citizens of the area by developing and coordinating activities, trips, special events, and educational programs which the COA provides to the City.

WHEREAS, the Parties have agreed to renew the terms of the License Agreement for an additional two years with additional understanding as to cost allocation for some of the services that do not fit into the current License Agreement (attached Exhibit "A").

WHEREAS, the Parties are desirous to enter into a MOU, establishing an understanding as to how the additional funds being allocated to the COA shall be used and hereby wish to memorialize the terms of such in this MOU, as set forth below.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing Recitals and the covenants and agreements hereinafter set forth and for other good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The above Recitals are true and complete and are incorporated herein by this reference, and this MOU shall be construed in light thereof.

2. Additional Funds. In exchange for services that COA provides to the senior citizens of the area as outlined in Exhibit "A," the City agrees to increase its annual contribution by $7,500.00 for a total of $27,500.00 to help cover additional costs associated with the programs that COA provides and to cover the additional cost associated with the janitorial services required for the building.

3. Additional Janitorial Services. The COA is responsible for providing janitorial services on a biweekly basis. The COA is responsible for contracting with a company for janitorial services of their choice. The Parties agree that half of the additional $7,500.00 dollars will be used to pay for the additional janitorial services. The City will not be responsible for any other additional cost associated with the additional janitorial services.

4. Terms. The Parties agree that the terms of this MOU will only be in effect as long as the License Agreement is valid and enforceable.

5. Enforceability. This agreement will be enforceable in any court within Volusia County, Florida.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals this MOU as of the date last written below.

Signed, sealed, and delivered

in the presence of:

CITY OF NEW SMYRNA BEACH

Name: Russ Owen

Attested by: Kelly McGillen

COUNCIL ON AGING OF VOLUSIA COUNTY

By: Evelinc Kraljic-Van der Made

Name: Eveline Kraljic-Van der Made

Title: Co-Executive Director

Date: 10/6/2022

Name: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6 (date) October 2022 by Eveline Kraljic-van der Made of the COUNCIL OF AGING OF VOLUSIA COUNTY, a Florida nonprofit corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ _____ (type of identification) as identification.

Notary Public State of Florida
Kriste Warren
My Commission GG 953718
Expires 03/17/2024

Kriste Warren
Notary: Type, Print, or Stamp Name

My Commission Expires: 3/17/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2022

ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS S NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED IVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. OGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on rtificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CER own & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Susan Taylor PHONE (A/C, No, Ext): (386) 252-9601 FAX (A/C, No): (386) 239-5729 E-MAIL ADDRESS: Susie.Taylor@bbrown.com
INSURED Council on Aging of Volusia County, Inc. 420 FENTRESS BOULEVARD DAYTONA BEACH FL 32114	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Arch Insurance Company INSURER B : Wesco Insurance Company 25011 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22/23 COI **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] PROF LIAB-$1MIL/$3MIL [X] SEXUAL ABUSE-$1MIL/$3MIL GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		AAPKG10731-06	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AAAUT20200-06	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			AAFXS30232-06	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3580293	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	CRIME			AAPKG10731-06	10/01/2022	10/01/2023	EMPLOYEE THEFT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF NEW SMYRNA BEACH IS ADDITIONAL INSURED TO THE GENERAL LIABILTY COVERAGE AS PER FORM 00GL0295 00 11 17 IN RESPECTS TO THE NAMED INSURED OPERATIONS.

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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LICENSE AGREEMENT RENEWAL

WHEREAS, the City of New Smyrna Beach (City) and the County on Aging of Volusia County, INC ("COA") entered into a license agreement on March 4, 2019; and

WHEREAS, the license agreement provides the option for a two year renewal; and

WHEREAS, the parties desire to enter into a renewal for two years to begin on October 1, 2022, and end September 30, 2024.

NOW, THEREFORE, THE CITY AND COA, AGREE AS FOLLOWS:

1. The City and COA, agree to all the terms and conditions as stated and contained in the License Agreement, including the additional MOU, each being by reference and incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the License Agreement, the MOU and according to Florida law.

2. The term of this contract renewal agreement is for two years and will terminate on September 30, 2024.

CITY OF NEW SMYRNA BEACH

By: _____ Jason McGuirk, Vice Mayor
~~Russell Owen, Mayor~~

Date: 10/17/2022

COUNCIL ON AGING FOR VOLUSIA COUNTY

By: _____ - Co Executive Director
Name and Title

Date: 10/6/2022

Attest: _____
Kelly McQuillen, City Clerk

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Carrie Avallone, City Attorney

Date 10/24/2022

END OF CONTRACT FOR SERVICES

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

SPECIAL EVENT: CONSIDER THE APPROVAL OF THE SHARK BITE EXPO, HALF MARATHON AND 5K ALONG WITH THE FEEDING FRENZY 5K 2025, TO BE HELD ON JANUARY 18 AND JANUARY 19, 2025.

September 24, 2024

Background:

Red Pointer Productions will be presenting the 2025 Shark Bite Expo, Half Marathon and 5k along with the Feeding Frenzy 5k. The weekend event is scheduled for January 18th and January 19, 2025. The Expo/Packet Pickup will be on Saturday, January 18th, from 7am-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 18th from 9:00am to 10:30am 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 will be closed from 7am until 12pm. The course will be reopened on a rolling basis as the last runner gets closer to Canal Street and Riverside Drive.

The Shark Bite Half Marathon and 5k on Sunday, January 19th, will be held from 7:30am-11:30am; with various closures required along the course and the course will have some portions open to vehicle traffic during the race. Both events 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 through the downtown area then returning over the South Causeway(break down lane/one lane) to Saxon Blvd turn left to 27th and S. Atlantic Avenue from 27th to 3rd (one lane). The event will have alcoholic beverage sales and consumption within the fenced boardwalk parking lot beer garden area with designated entry/exit points. Event security will be provided by staff members, additional City of NSB Police services will be required for traffic control. Sunday Parking will be located in/around the whole Flagler Avenue District.

Findings:

Staff recommends the approval of the Shark Bite Expo, Half Marathon and 5K along with the Feeding Frenzy 5k 2025, to be held on January 18 and January 19, 2025.

Fiscal Analysis:

The following permit and event fees will be collected by the city:

Building Dept Major Event Permit Fee: $319.30

Leisure Services Major Event Fee: $532.50

Banner Fee (2): $53.25

Strategic Plan Item:
No

Staff Report Created By: Darryl Pierce - Administrative Specialist III

Attachments:

2025_Sharkbite_Expo-Feeding_Frenzy_and_5k_Jan_18-19_2025.pdf

City of New Smyrna Beach

Special Event Application Follow-Up Form

Name of Event: Shark Bite Half Marathon + 5K Feeding Frenzy, Shark Bite Expo

Event Date: 1/18/25 + 1/19/25

Contact Information: Joe Matuszczak 352-215-3134

Brief Event Description: 1/18/25 - Expo + Feeding Frenzy, 1/19/25 5K Half + 5K

Staff Reviewed:

Name (Signature)	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	rsalazar@cityofnsb.com	9/5/24
	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	8/20/24
	Planning & Dev.	386-410-2800	sdoster@cityofnsb.com	8/20/24
	Fire Department	386-402-7631	slane@cityofnsb.com	8/20/24
	Police Department	386-424-2297	whelms@cityofnsb.com	9/5/24
	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	8/20/24
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	8/20/24

Conditions of Approval:

***Note: All Requirements and payments must be met 72 hours prior to the event or event will be cancelled**

City will not provide barricades + cones.
Building Department - MAJOR EVENT.
Alcohol sign off required by Planning
FIRE/EMS DETAIL REQUIRED, SEE ATTACHED CONTRACT
PD - Need new billable form completed ✓
LS Major Special Event + tax

Road Closures:

Sat. 1/18/25 - close Canal St. from US1 to Riverside and Riverside from Canal to 8th

Sun. 1/19/25 - close Buenos Aires for duration of event, S. Causeway to Saxon - small section of S. Causeway into Saxon by pedestrian trail, only breakdown lane or one lane. Close S. Atlantic from 27th to 3rd, northbound eastern lane

City Commission Approval Required? Yes [X] No [ ] **City Event?** Yes [ ] No [X]

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.*

1 **REQUIRED INFORMATION:**

1.1 Name of Event: Shark Bite Half & 5K, Feeding Frenzy 5K, Shark Bite Expo Shark Bite Half Weekend

1.2 Name of Producer and/or Promoter: Red Pointer Productions

1.3 Type of Organization ☐ Non-Profit ☒ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: Joe Matuszczak

1.5 Address: 620 N Arlington Ave

City: Deland State: FL Zip Code: 32724

1.6 Work Phone: 352-215-3134 Home Phone: Fax:

Email: RedPointerProductions@gmail.com Website: www.SharkBiteHalf.com

2 **BILLING INFORMATION:**

2.1 Is the party responsible for billing the same as above? ☒ Yes ☐ No

If no, please provide the proper information below:

Name: Address:

3 **EVENT INFORMATION:**

3.1 Date(s) Requested: 1/18/25 - 1/19/25

MLK Weekend

Sat 1/18/25: EXPO Orange Ave [Canal to Julia]
Feeding Frenzy 5k: Canal & Riverside (see course map)

3.2 Location of Event: Sun 1/19/25: SB Half & 5K, Flagler Ave Boardwalk Parking and course maps

3.3 Description of Event: Top notch Running Event/Race - not beach run
Expo will be packet pickup w/ vendors

3.4 Site Plans are required and must include:

☐ Pedestrian Access ☐ Parking and Vehicular Access ☒ Location of Port-o-Lets (if any)
☒ Dumpsters and/ or Trash Cans ☒ Number and Location of Vendor Display Areas Venue/ Stage (if any) ☒ Tents ☒ Barricades/ Cones

3.5 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.

3.6 Will an admission fee be charged for the event? ☒ Yes ☐ No
Will an admission fee be charged prior to the event? ☒ Yes ☐ No
Will fees be collected on-site before/ during event? ☒ Yes ☐ No

3.7 Event time: Date: 1/18/25 1/19/25 Start: 7:00am 7:30am a.m./ p.m. End: 12:00 noon 11:00 am a.m./ p.m.
Set-up: Date: 1/18/25 1/19/25 Start 5:00 am 3:00 am a.m./ p.m. End: 7:00 pm 7:30 am a.m./ p.m.
Breakdown: Date: 1/19/25 1/19/25 Start: 12:00 8:00 am a.m./ p.m. End 1:00 PM 2:30 pm a.m./ p.m.
Rain date: Date: NA Start: NA a.m./ p.m. End NA a.m./ p.m.

How will the general public be notified about a cancellation/ postponement of the event?
Email & Social Media Anticipated number of attendees: 2000 +

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No
If yes, previous date(s): 2016 - 2024 Location(s): Same
Have you held this event in another City? ☒ No ☐ Yes If yes, list location_____

3.9 Will the special event require the use of watercraft for competition, servicing, maintenance, safety, or any other reason? ☐ Yes ☒ 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.

3.10 Will the special event involve the use of aircraft? ☐ Yes ☒ 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 "additionally insured."

3.11 Will the special event involve the use of motorcycles? ☐ Yes ☒ No

4 **ENTERTAINMENT:**

4.1 Will there be entertainment? ☒ Yes ☐ No

If yes, a complete list of entertainers, contracts, licenses, and schedules must be provided.

Race DJ at Finish Lines

4.2 Will you be using a sound system? ☒ Yes ☐ No

NOTE: The City's Ordinances regarding noise must be complied with during the event, or receive City Commission approval to generate excessive noise outside the accepted hours.

4.3 Name of Contractor: Race DJ Type of System: Yamaha PA

4.4 Sound Time: Start: 1/18/25 - 9am 1/19/25 7am a.m./ p.m. End: 1/18/25 - 10:30 pm 1/19/25 12:00 a.m./ p.m.

4.5 Will there be carnival games and/or rides? ☐ Yes ☒ No If yes, please describe the types of games and/or rides

4.6 Name of Contractor:

4.7 Proof of insurance is required for all carnival games and rides. The City must be listed as additionally insured on the insurance policy.

4.8 Insurance Company: Policy Number:

5 **SPECIAL EFFECTS:**

5.1 Will there be any special effects used? ☐ Yes ☒ No If yes, complete below.

5.2 Type of effects: ☐ Fireworks ☐ Laser light show ☐ Special effect balloons/hot air device

Signs, special lighting, wind operated devices including pennants or banners or any devices intended to catch the eye of passersby. ☐ Other

5.3 Effect time: Date: Start: a.m./p.m. End: a.m./p.m.

5.4 Location of Special Effects:

5.5 Effects Producer/ Company Name:

5.6 Address:

5.7 Phone Number: Fax Number

5.8 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.

6 **PARADES:**

6.1 Will this be considered a parade? ☐ Yes ☒ No If yes, complete below.

6.2 How many will participate? _____

6.3 Plan of route attached? ☐ Yes ☐ No

6.4 Parade Time: Date:_____Start:_____a.m./ p.m. End:_____a.m./ p.m.

6.5 Breakdown: Date:_____Start:_____a.m./ p.m End:_____a.m./ p.m.

6.6 Rain Date: Date:_____Start:_____a.m./ p.m End:_____a.m/ p.m.

6.7 Will the parade require any road closures? ☐ Yes ☐ No

If yes, City Commission approval will be required.

7 **PROPOSED RETAIL SALES**

7.1 Will there be any retail sales? ☒ Yes ☐ No If yes, complete below.

7.2 How many vendor locations do you hope to accommodate? 10-20, not all sell

7.3 Type of vending (including number of each):

☒ Clothing_____ ☐ Food/ Beverage _____ ☐ Jewelry _____

☒ Other (describe) Race Entries

8 **PROPOSED SPONSORS:**

8.1 Will there be any sponsors? ☒ Yes ☐ No If yes, complete below.

8.2 How many commercial sponsors with on-site visibility do you anticipate (including product sampling, giveaways, exhibits, and advertising).

5 - 10

9 **ALCOHOLIC BEVERAGES/ LIQUOR LIABILITY:**

9.1 Will alcoholic beverages be dispensed, provided, or served?

☒ Yes ☐ No If yes, complete below.

9.2 Name of organization licensed to sell alcohol at the event: Red Pointe Running

9.3 Limit of liquor liability coverage, if required, will not be less than $500,000.

9.4 The organization hosting the event is: ☐ For-Profit ☒ Non-Profit/ 501C-3 (see below)

9.5 A copy of the liquor license must be submitted five business days prior to the event.

9.6 Beer Gardens- An applicant who is requesting beer gardens for an event must provide a copy of a liquor license and special event alcohol license issued by the State of Florida. The Police Department will evaluate the security measures to determine the amount of police officers that must be hired.

10 **PROMOTION:**

10.1 At what level will the event be promoted? ☒ Local ☒ Regional ☐ National ☐ International

10.2 What type of publicity will be used? ☐ Newspaper ☐ Radio ☐ Television ☒ Internet
☐ Direct Mail ☐ Billboard ☒ Other Events

10.3 Telephone number to be released for public information: 352-215-3134

11 **SIGNS:**

11.1 Will you be using signs at your event? ☒ Yes ☐ No If yes, complete below.

11.2 How many signs and what dimensions? Yard Signs & flags

11.3 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) before digging.

NOTE: Signs may be erected no more than 14 days prior to the special event on private property. All signs shall be removed no later than the day after the event, and must conform to the requirements in the City's Code of Ordinances.

12 **FACILITY REQUIREMENTS:**

12.1 Will you use temporary structures? ☐ No ☒ Yes, complete below.
☐ Stages ☒ Tents ☐ Scaffolding ☐ Booths ☐ Fences ☒ Barricades ☒ Cones
☐ Other

12.2 How many tents exceeding 120 square feet or greater? None

(Tents 120 square feet or greater will require tent permits.)

12.3 Tent locations and sizes must be included on the site plan.
Vendor areas will be noted on site map

12.4 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?

12.5 It is the applicant's responsibility to request utility line location from Sunshine State ONE CALL of Florida (1-800-432-4770) a minimum of 48 hours in advance of any special event activity or setup.

13 **TRAFFIC AND PARKING:**

13.1 Will normal traffic patterns be altered by the event? ☒ Yes ☐ No EXPO - orange (canal) to julia

13.2 Will there be any road closures? ☐ No ☒ Yes, Road Name: Race courses - see Maps
(If a road is requested to be closed, City Commission approval is required.)

13.3 Cones, barricades, and fencing are to be provided by the applicant and can be rented from a barricade or rental company.

13.4 Will public parking areas, streets, sidewalks, etc., be restricted or obstructed? ☒ Yes ☐ No

13.5 Will the event have on-site parking? ☐ Yes ☒ No

13.6 Will the event require off-site parking? ☒ Yes ☐ No

13.7 Will a shuttle be used to transport people to the off-site parking area? NO

13.8 Handicapped parking must meet the requirements of Florida Statute 553.5041

13.9 A detailed parking plan is required for all parking areas, indicating how all security, fire protection, and emergency vehicles can access a site.

14 **PORT-O-LETS:**

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates. 1/18/25 - 10 + on Orange

14.2 How many Port-O-Lets will be on-site? 1/19/25 - 30 + Flagler Ave Boardwalk & Course

14.3 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.

15 **SANITATION:**

15.1 If dumpster service is needed it is required that refuse service be provided through the City'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.

15.2 Payment arrangements should be made prior to the event though the Public Works Department.

15.3 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.

15.4 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.

16 **SECURITY/ EMERGENCY FIRE/ MEDICAL SERVICES:**

16.1 What are your plans for providing security at the event? Barricades & Staff

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.

17 **CONFIRMATION:**

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.

Signature: _____

Printed Name: Joseph S Matuszak

Date: 8/15/24 Title of Applicant: Race Director Affiliation: Race Director

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. (Please Print)

Contact Name	Contact on-site phone number	Time Period
Joe Matuszak	352-255-3134	
Dan Matuszak	386-956-2670	

CITY OF NEW SMYRNA BEACH
FACILITY USE AGREEMENT

210 SAMS AVENUE, NEW SMYRNA BEACH FL 32168 * PHONE – 386-410-2890 / FAX – 386-424-2288
CALL 386-424-2000 FOR ANY EMERGENCIES AFTER HOURS

1. Name of Applicant: Red Pointer Productions / Joe Matuszczak Today's Date 8/15/24
2. Facility Requested: ① Orange Ave (canal to julia) Room: ② Flagler Ave Boardwalk Parking Lot
3. Organization: Red Pointer Productions / Shark Bite Half Tax Exempt I.D. – *Attach Certificate please
4. Phone: (Day) 352-215-3134 (Evening) 630 N Arlington Ave
5. E-mail Address: RedPointerProductions@gmail.com Mailing Address
6. City/State/Zip: Deland, FL 32724
7. Type of Event: Shark Bite Expo & Running Races Estimated Attendance: 2000 +

A. Will you be Serving Food and/or Beverage Yes B. Will you Be Serving Alcohol: *$100 fee will be added yes

8. Date of Event: 1/18 - 1/19 2025 Day of Week: Sat & Sun
9. Hours of Event: 1/18 700 - 1200 AM/PM to AM/PM (Must include set-up and clean-up time)
   1/19 600am - 12:00

>>PLEASE BE ADVISED THAT PARKING FOR CITY FACILITIES IS NOT GUARANTEED<<

FEE SCHEDULE:		APPROVALS:
Rental Fee: $_____ per hour X_____ =	$_____	Leisure Services Director _____
$_____ per hour X_____ =	$_____	*Sales Tax Exempt Certificate received _____
*Setup and/or Alcohol Fee: $100 ea. =	$_____	
*Sales Tax at 6.5 %	$_____	
TOTAL RENT:	$_____	
Booked:_____ Damage Deposit:	$ 100.00	Date Rcvd:__/__/__ Check # _____
Date Rental Paid:_____ TOTAL	$_____	Cash_____ CCard_____ Receipt# _____
BALANCE DUE:	$_____	

Key Given:_____ Key Returned: _____

Date Damage Deposit Processed for Refund _____

SMOKING IS NOT PERMITTED AT THIS FACILITY

Deposit paid by: _____

Address: _____

COMMENTS:

It is understood that the organization will be responsible for the building and/or grounds to be in good condition upon leaving and that all damage will be reported to the Leisure Services Department immediately. It is also understood that the organization is responsible for payment of all scheduled dates in advance. The Leisure Services Department must be notified in advance of all cancellations; otherwise, the organization shall be responsible for the rental fee. Any rental fee balance MUST BE PAID AT LEAST 5 BUSINESS DAYS prior to rental date.

In consideration of the privilege herein granted, Licensee will not claim any damages from Licensor in connection with or on account of any injuries or damages arising in or on the above-described property while being used by the Licensee and Licensee's members, guests, or invitees and Licensee further agrees to indemnify and save harmless Licensor from all claims or damages in connection with the use of the property by Licensee and Licensee's members, guests, or invitees.

I have read and understand the rules, regulations and refund policy given to me at the time of this contract.

Group/Organization Representative or Individual — Date: 8/15/24

whelms@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Red Pointe Productions / Shark Bite Half

Name of Requester: Joe Matuszczak Phone #: 352-215-3134
Email: Red Pointe Productions @gmail.com

Business Address: 620 N Arlington Ave, Deland FL 32724

Billing Address (If different than business address): _____
Type of Event: Running

Type of Service Requested, i.e. (Traffic Control, Security) explain:

Traffic Control

Number of Officers Requested: (subject to change per PD recommendation) 1 As per Sgt. Helms Plans

Exact location of Event: As per Plans
Date(s): 1/18/2025 & 1/19/2025
Time(s): 1/18 - 8:30 - 10am 1/19 - 7-11:30am
Contact Person at Event: Joe Matuszczak Phone: 352-215-3134
Emergency Phone Number: _____

Payment Rate: $70.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $70.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt. William Helms at 386-424-2297 or the Administrative Office at 386-424-2234. Customers will be billed the next business day following the event. An eight (8) hour advance notice is required to cancel this request, or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. *(Electronic signature acceptable)*

_____ This 5 Day of Sept 20 24,
(Signature)

Race Director
(Title)

Accepted by the City of New Smyrna Beach: Sgt. Cebelli-Helms Date: 09/05/24

If You Prefer, Fax Signed & Completed Form to (386) 424-2259

07/01/2015

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name Shark Bite Half & 5k, Feeding Frenzy 5k

Event Date 1/12/25 - 1/19/25 Dates Requested 1/1/25 - 1/18/25

Organization Red Pointer Productions

Contact Name Joe Matuszczak

Email Address RedPointerProductions@gmail.com

Contact Phone/Day 352-215-3134 Evening _____

There is a 2 week maximum time that banners may stay up. Location of banner placement is not guaranteed. Due to increase in demand, the Leisure Services Department will do its best to accommodate special requests, but they are not guaranteed.

Banner Requirements (Banners must meet these requirements)

1. Banner size should be **vertical** 4x6 with a 3" hem on the top and bottom, along with a grommet on each corner just above the hem. They must also be **double sided**.
2. Banners must be built to withstand a minimum of 25 MPH winds.
3. Number of banners and placement are based on availability with a **Maximum of 2** banners per event.
4. Banners are only installed and taken down on **Mondays**. They must be delivered to the Leisure Service Department the **Friday** before they are scheduled to go up. Banners must be picked up at the Leisure Services Department within **2 days after** they are taken down. The Leisure Services Department does not have a place to store your banners.
5. If your banners are not delivered on time, you may forfeit your reservation.

I have read and understand the requirements for banner specifications and placement. I further understand that the number and placement of banners is strictly up to the discretion of the Leisure Services Department.

Print Name Joseph S Matuszczak Date 8/15/24

Signature _____

BUILDING PERMIT APPLICATION

☐ Residential 1 and 2 Units (Single Family/Duplex) ☐ Residential 3 or more Units (Multi-family) ☐ Commercial

JOB LOCATION

Parcel/Folio: _____

Job Address: Orange Ave (canal to Julia) Flagler Ave Boardwalk Parking FEMA: BFE: _____ Flood Zone: _____

Owner's Name: City of NSB Owner's Address: _____

Owner's Phone No: _____ Owner's E-Mail: _____

CONTRACTOR INFORMATION

☐ Contractor ☐ Design Professional ☐ Owner/Builder

License # State Cert/Reg # _____ Qualifier: _____

Company Name: _____ Address: _____

Contractor's Phone: _____ Fax: _____ E-Mail: _____

TYPE OF BUILDING PERMIT

- ☐ Alteration
- ☐ Demolition
- ☐ Door/Window
- ☐ New Construction
- ☐ Addition
- ☐ Fence
- ☐ Tree
- ☐ Pavers
- ☐ Sign
- ☐ Shed
- ☐ Screen Eng.
- ☐ Electrical
- ☐ Plumbing
- ☐ Gas
- ☐ Mechanical
- ☐ Re-roof
- ☐ Solar
- ☐ Pool
- ☐ Shutters
- ☐ Marine
- ☐ Driveway & Patio
- ☐ Miscellaneous _____

TYPE OF FIRE PERMIT

- ☐ Fire Alarm
- ☐ Fire Pumps
- ☐ Fire Sprinkler System
- ☐ Fossil Fuel Storage System
- ☐ Hoods
- ☐ Suppression
- ☐ Spray Booths
- ☐ Tents
- ☐ Underground Fire Line
- ☐ Standpipes

CONSTRUCTION TYPES

- ☐ Non-sprinkler ☐ Sprinkler
- ☐ IA
- ☐ IB
- ☐ IIA
- ☐ IIB
- ☐ IIIA
- ☐ IIIB
- ☐ IVA
- ☐ IVB
- ☐ VA
- ☐ VB

PROJECT INFORMATION

Description of Work: _____

Project Name: _____ Declared Value: _____

NEW & ALTERATION WORK AREA – SQ.FT.

Residential: Living: _____ Non-Living: _____

TOTAL SQ. FT. _____

Commercial: Interior: _____ Exterior: _____

TOTAL SQ. FT. _____

SUBCONTRACTORS

	LICENSE #	BUSINESS NAME	LICENSE HOLDER NAME
ELECTRICAL			
MECHANICAL			
PLUMBING			
ROOFING			
SPECIALITY			

NOTICE: UNDER PENALTY OF PERJURY, THE CONTRACTOR IS DECLARING THAT ALL THE INFORMATION CONTAINED IN THIS BUILDING PERMIT APPLICATION IS TRUE AND CORRECT.

SIGN INFORMATION

Describe Type and Size(s) Proposed: _____

Linear Front Footage of Building: _____ Distance from Front Property Line: _____ Total Area of Existing On-Site Sign(s): _____

Total Area of Existing Off-Site Sign(s): _____ Total Area of Proposed Sign(s): _____

DEMOLITION INFORMATION	By executing your signature below, you verify that the utilities have been disconnected from the referenced structure	
	UTILITY COMMISSION - SEWER DIVISION:_____	DATE: _____
	WATER DIVISION:_____	DATE: _____
	ELECTRIC DIVISION:_____	DATE: _____
	GAS COMPANY: FLORIDA PUBLIC SERVICE:_____	DATE: _____

REQUIRED ACCESS FOR INSPECTIONS NOTICE:
Issuance of this building permit automatically conveys to the City of New Smyrna Beach, and/or its authorized agents, the authority to enter the premises at reasonable hours for the purposes of inspecting the project for adherence to the terms of the permit, until such time as the project is complete **AND** the final inspections are approved.

NOTICE OF COMMENCEMENT INFORMATION:
If the cost of the proposed work has a value of $2,500 or more ($7,500 for HVAC) a Notice of Commencement must be recorded with the Volusia County Clerk of Courts. A copy of the recorded Notice of Commencement must be posted on the job site prior to receiving an inspection.

WARNING TO OWNER: ***YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT***

OWNER'S AFFIDAVIT
OWNER/BUILDER USE ONLY

I CERTIFY THAT ALL THE FOREGOING INFORMATION IS ACCURATE AND THAT ALL WORK WILL BE DONE IN COMPLIANCE WITH LL APPLICABLE LAWS REGULATING CONSTRUCTION AND ZONING.

Florida Statutes, 489.103(7):
State law requires construction to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own contractor with certain restrictions even though you do not lane a license. You must provide direct, onsite supervision of the construction yourself. You may build or improve a one-family or two-family residence or a farm building. You may also build or improve a commercial building, provided your costs do not exceed $25,000. The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved yourself within 1 year after construction is complete, the law will presume that you built or substantially improved it for sale or lease, which is a violation of this exemption. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that people employed by you have licensed required by state law and by county or municipal licensing ordinances. You may not delegate the responsibility for supervising work to a licensed contractor who is not licensed to perform the work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you, which means that you must deduct F.I.C.A. and withholding tax and provide workers' compensation for that employee, all as prescribed by law. Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.

_____ _____
Signature: OWNER/BUILDER DATE

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____
Notary Public

CONTRACTOR/AGENT/OWNER AFFIDAVIT

The undersigned states and affirms that he/she is the owner of the property or has been authorized to act by the owner under the legal description of property to be used for the proposed construction as described, and that, if the owner, the building is for his/her own use and occupancy and is not being built or offered for sale or lease.

Contractor/Agent Signature: _____ Print Name: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___.
By _____ who is personally known to me or who has produced _____ as identification, and who did not take an oath.

_____ Notary Public

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

New Smyrna Beach Fire Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Red Punter Productions / Shark Bite Half

Name of Requester: Joe Matuszczak **Phone #:** 352-215-3134
Email: RedPunterProductions@gmail.com

Business Address: 620 N Arlington Ave, Deland FL 32724

Billing Address (If different than business address):
Type of Event: Running Event / Race

Number of Units Required to be determined by the Fire Department during Special Event application meeting.

1/18/25 1 Unit(s) 2 Personnel Canal & Orange
1/19/25 1 unit 2 personnel Flagler Ave Boardwalk

Exact location of Event: 1/18 - canal & orange 1/19 - Flagler Ave Boardwalk
Date(s): 1/18 - 1/19 2025
Time(s): 1/18: 8:30am - 10:30 am 1/19: 7am - 12 noon
Contact Person at Event: Joe Matuszczak **Phone:** 352-215-3134
Emergency Phone Number:

Payment Rate: $50.00 per hour, per person, with a 4-hour minimum per person. Cancellation must be made orally or in writing to the following person: ~~Ken Gaines~~ at ~~386-402-0200~~ or Fire Administration at 386 402-8125. Customers will be billed by the Finance Department following the event. A twenty-four (24) hour advance notice is required to cancel this request or the customer will be billed the four (4) hour minimum per personnel requested. STEVE LANE (386)402-7631

Rates are subject to change at the discretion of the New Smyrna Beach Fire Department.

2 PERSONEL x 4 HRS x $50 = $400 EACH DAY $800 TOTAL

I have read this Special Detail Contract and shall abide by its terms. I request the special detail unit(s) as described above. *(Electronic signature acceptable)*

(Signature) This 15 Day of August 20 24.

Race Director
(Title)

Accepted by the City of New Smyrna Beach: Date: 8-20-24

If You Prefer, Fax Signed & Completed Form to (386) 402-8126

02/14/2019

New Smyrna Beach Fire Department
Office of the Fire Marshal
1400 SR 44, New Smyrna Beach, FL 32168
Phone: 386-402-0200 Fax: 386-402-8126

Special Events Comments

Event Name/Date: Shark Bite Half & Feeding Frenzy 5k 1/18-1/19 2025

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevention Code standards by all event organizers and vendors and make site inspections as needed
2. The event coordinator(s) shall take all necessary measures to ensure continuous access and egress for emergency vehicles throughout the entire event and this shall include response routes along secondary roads to e event to ensure event parking does not impede emergency vehicle access or victim transport away from the incident at any time
3. Events requiring road closures should organize tents, stages and displays so that an emergency vehicle can drive equipment down the centerline of all streets and measures must be taken to ensure that no intersections or access roads are blocked and at all times are accessible and useable by large fire apparatus
4. The event coordinator(s) shall ensure that the Volusia County Sheriff's Dispatch Center has been notified of any road closings related to the event no less than 24 hours prior to the start of the event at (386) 252-4911 and provide notification as soon as the roads have been re-opened
5. Anytime that transportation shuttles are required, or any other event with unique characteristics may impede the most expeditious provision of fire/rescue/emergency medical services to event participants, regularly staffed fire and rescue services will be supplemented to meet the additional demand caused by the event and will be funded by the event organizers

Additional Requirements:

1 unit & 2 personnel at both Finish lines
1/18 8:30am - 10:30am Canal & Orange
1/19 7:00 am - 12:00 noon Flagler Ave Boardwalk

Joseph S Matuszak
Applicant Print and Sign

8/15/24
Date

Fire Chief/Designee

Date

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
firesafety@cityofnsb.com

GENERAL TERMS

1. The customer shall not assign or otherwise transfer this agreement or any right or obligation herein without the prior written consent of the City. The customer shall indemnify, to the extent permitted by law, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injury, claim, cause of action, or liability of any kind whatsoever resulting from or arising out of the actions or omissions of the customer.
2. The provision of Fire Department Units under this contract are subject to availability of extra duty personnel. The City shall not be liable for failure to provide services under this contract.
3. No amendment or modification of this contract shall be valid unless in writing and signed by the parties hereto. However, the City may, in its sole discretion, reduce or increase the level of service upon the oral request of the person who has signed this contract on behalf of the customer, or at the discretion of a Fire Department supervisor as deemed necessary to provide for operational readiness or protect public safety.
4. Payment for services rendered under this agreement shall be by monthly billing through the Finance Department and shall be due on receipt of billing unless otherwise prepaid under this contract. The Finance Department shall have sole discretion in requiring prepayment of special detail services. In the event the customer fails to pay within two weeks of the billing date, the City may immediately terminate this agreement and cancel any further special details scheduled for the customer.
5. This agreement is subject to the following City regulations (available from the New Smyrna Beach Fire Department):

   A. The rules, regulations, policies and procedures of the New Smyrna Beach Fire Department. All as may be amended from time to time.

6. The customer understands and agrees that Fire/Medical Stand-by Units constitute a mobile auxiliary resource and may be recalled from extra duty activities to respond to city needs in accordance with the above-referenced City regulations. In the event the unit(s) are recalled, the customer shall not be liable for payment of fees for the time that Unit(s) are absent.

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
rclaudio@cityofnsb.com

New Smyrna Beach Police Department
Extra Duty/Special Detail Contract

Requesting Business/Organization: Red Pointer Productions

Name of Requester: Joe Matuszczak **Phone #:** 352-215-3134
Email: RedPointeProductions@gmail.com

Business Address: 620 N Arlington Ave Deland FL 32724

Billing Address (If different than business address):
Type of Event: Running Event/Race

Type of Service Requested, i.e. (Traffic Control, Security) explain:

Traffic control along course

Number of Officers Requested: (subject to change per PD recommendation) As per Sgt. Holloway Plans

Exact location of Event: 1/18/25 - Riverside + Canal 1/19/25 - Along course
Date(s): 1/18 - 1/19 2025
Time(s): 1/18 8:30 am - 10:30 am 1/19 7:00 am - 12:00 noon
Contact Person at Event: Joe Matuszczak **Phone:** 352-215-3134
Emergency Phone Number:

Payment Rate: $48.00 per hour with a 3-hour minimum per officer for up to four (4) officers. If more than four are needed a Sergeant will be required at $55.00 per hour. Cancellation must be made orally or in writing to the following person: Sgt. Claudio at 386-402-7790 or the office of The Chief at 386 424-2234. Customers will be billed the by the Finance Department following the event. An eight (8) hour advance notice is required to cancel this request or the customer will be billed three hours per officer scheduled.

Rates are subject to change at the discretion of the New Smyrna Beach Police Department.

I have read the terms of this Special Detail Contract and shall abide by its terms. I request the special detail officers as described above. *(Electronic signature acceptable)*

[signature] **This** 15 **Day of** August **20** 24.
(Signature)

Race Director
(Title)

Accepted by the City of New Smyrna Beach: _____ **Date:** _____

If You Prefer, Fax Signed & Completed Form to (386) 424-2255

07/01/2015

IF COMPLETING WITH ELECTRONIC SIGNATURE RETURN TO
rclaudio@cityofnsb.com

GENERAL TERMS

1. The customer shall not assign or otherwise transfer this agreement or any right or obligation herein without the prior written consent of the City. The customer shall indemnify, to the extent permitted by law, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injury, claim, cause of action, or liability of any kind whatsoever resulting from or arising out of the actions or omissions of the customer.

2. The provision of police officers under this contract is subject to availability of extra duty officers. The City shall not be liable for failure to provide services under this contract.

3. No amendment or modification of this contract shall be valid unless in writing signed by the parties hereto. However, the City may in its sole discretion, reduce or increase the level of service upon the oral request of the person who has signed this contract on behalf of the customer, or at the discretion of a police supervisor as deemed necessary to keep the peace, restore order, or protect public safety.

4. Payment for services rendered under this agreement shall be by monthly billing through the Finance Department and shall be due on receipt of billing unless otherwise prepaid under this contract. The Finance Department shall have sole discretion in requiring prepayment of special detail services. In the event the customer fails to pay within two weeks of the billing date, the City may immediately terminate this agreement and cancel any further special details scheduled for the customer.

5. This agreement is subject to the following City regulations (available from the New Smyrna Beach Police Department):

   A. The rules, regulations, policies and procedures of the New Smyrna Beach Police Department Directives Manual pertaining to Extra Duty Activities.

All as may be amended from time to time.

6. The customer understands and agrees that extra duty officers constitute a mobile auxiliary police force and may be recalled from extra duty activities to respond to city needs in accord with the above-referenced City regulations. In the event the officers are recalled, the customer shall not be liable for payment of fees for the time that officers are absent.

Shark Bite Half Marathon & 5k, Feeding Frenzy 5k, Shark Bite Expo

When:

January 18 & 19, 2025
New Smyrna Beach, FL

Start Times:

Shark Bite Expo/Packet Pickup
Saturday January 18, 2025
7:00 am - 12:00 noon

- In front of Fleet Feet Sports on Orange Ave between Canal & Julia
- Expecting 1000+ Runners and Spectators
- Runners can pick up packets and check out various local & running related vendors

Feeding Frenzy 5k
Saturday January 18, 2025
9:00 am - 10:30 am

- Start/Finish corner of Canal & Orange
- Course Open 9:00 am - 10:30 am (road will reopen behind the last runner)
- Expecting 800+
- 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 route to keep local traffic out.

Shark Bite Half & 5k
Sunday, January 19, 2025
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 800-1000 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 and into Saxon by the pedestrian trail. It will only be break down lane in areas, or one lane in others.
    - S. Atlantic from 27th to 3rd. The furthest northbound eastern lane.

Saturday Start/Finish Line

- Located at the corner of Canal and Orange
- Course will be closed from 8:00 - 10:30 am
- 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

MAPMYRUN

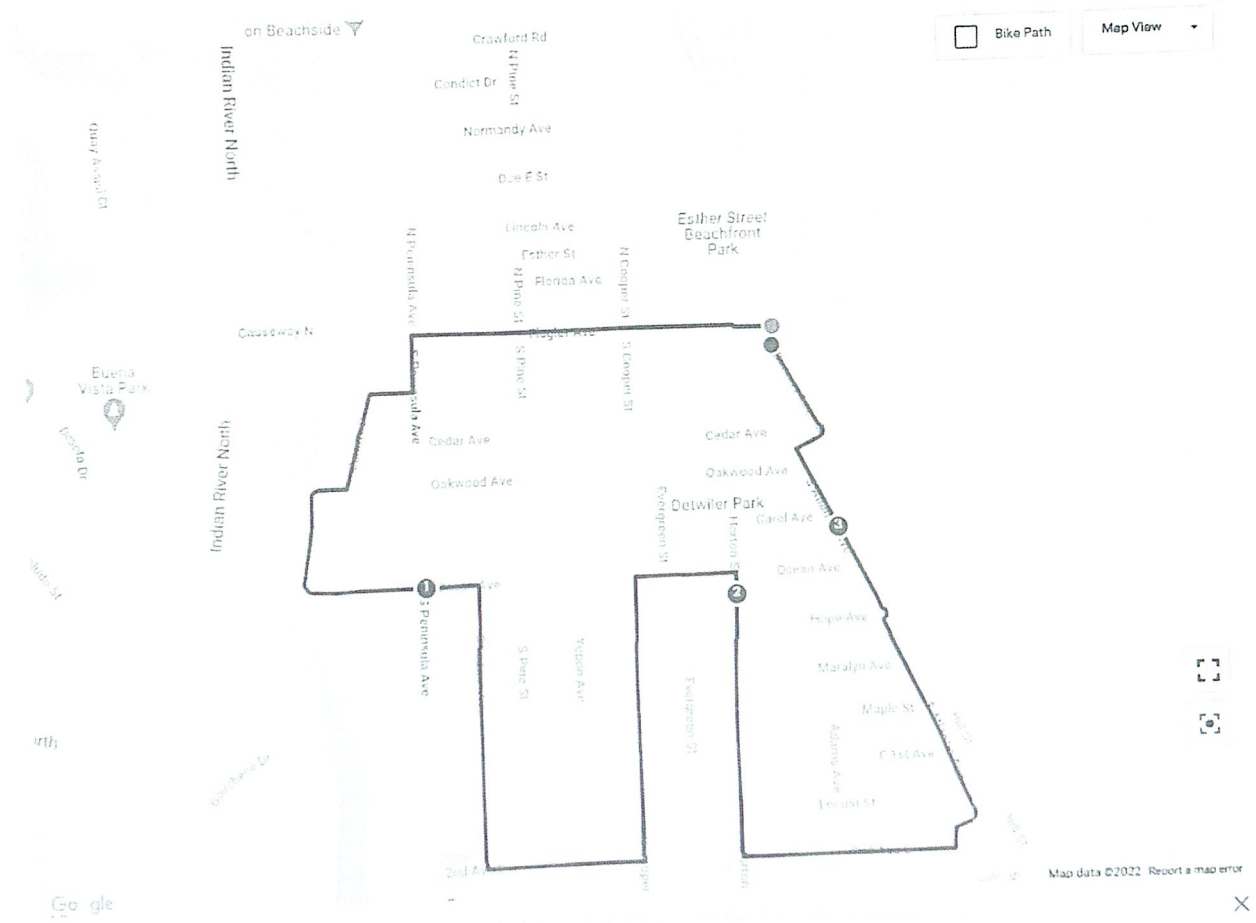
SHARK BITE 5K

Created Dec 04, 2019 Everyone

New Smyrna Beach, FL, United States

3.20 mi	29 ft	Run
Distance	Elevation Gain	Activity Type

- Log Workout
- Share
- Duplicate Route
- Add Route to Website
- Print
- Download



GOT IT

https://www.mapmyrun.com/routes/view/2807933563

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.

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

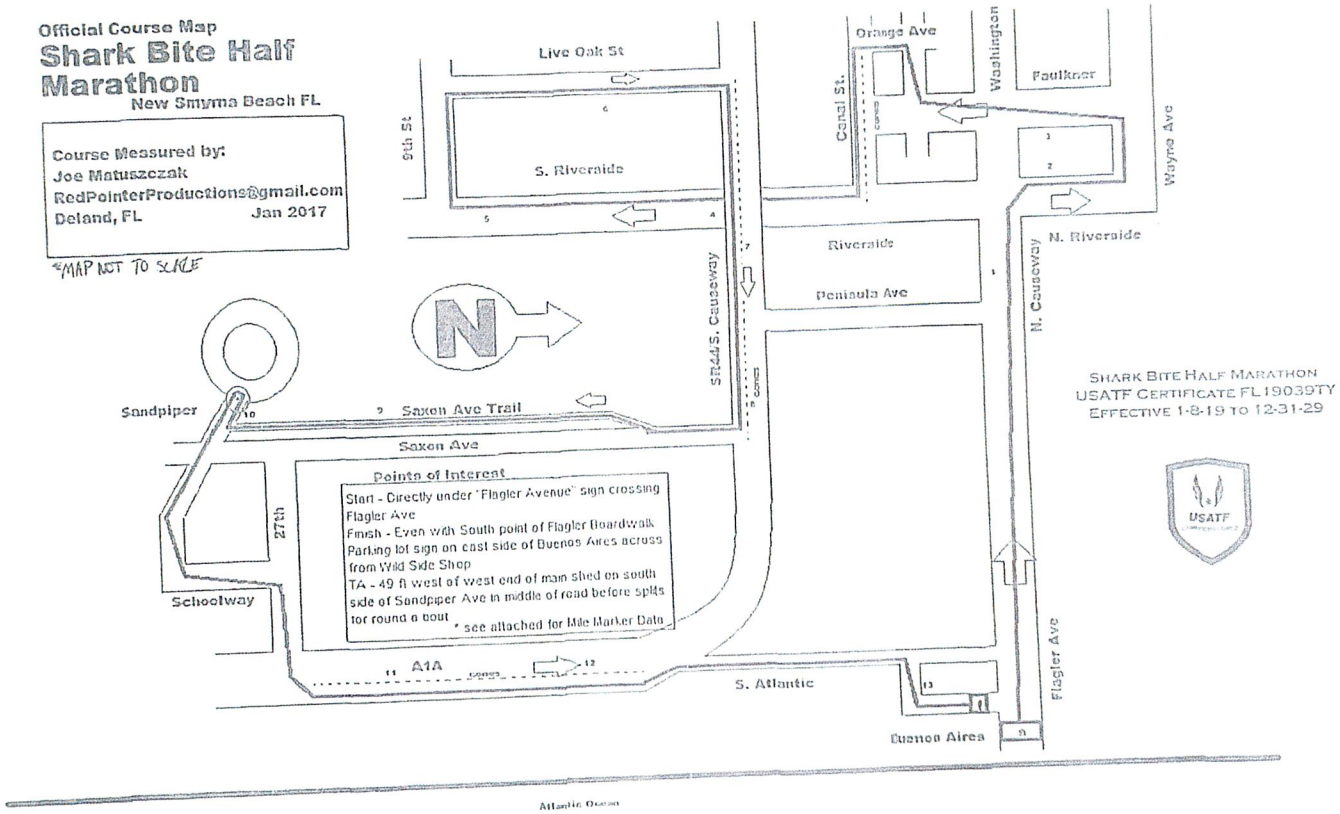
Official Course Map

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

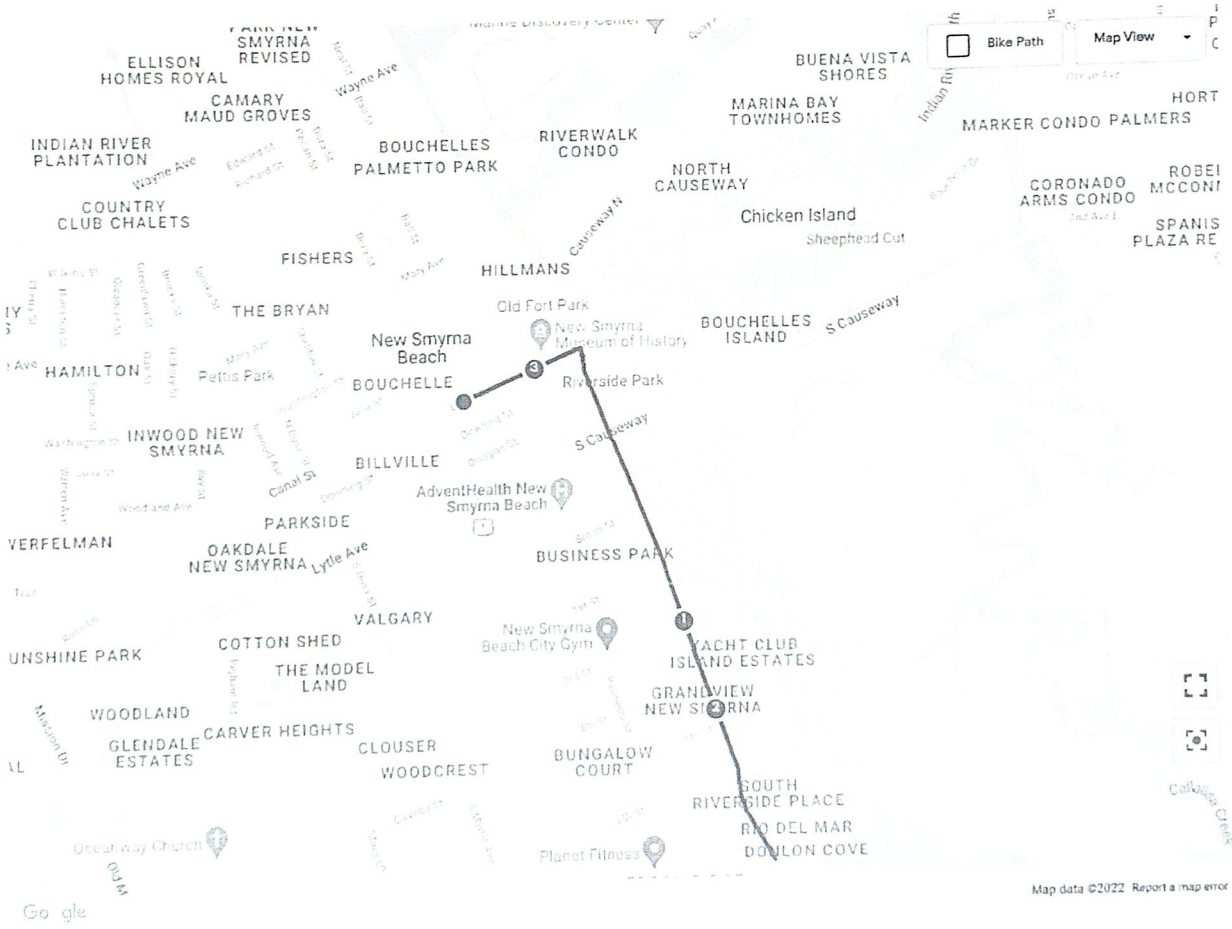
MAPMYRUN

FEEDING FRENZY 5K 2023

Joe Matuszczak Created Aug 24, 2022 Everyone

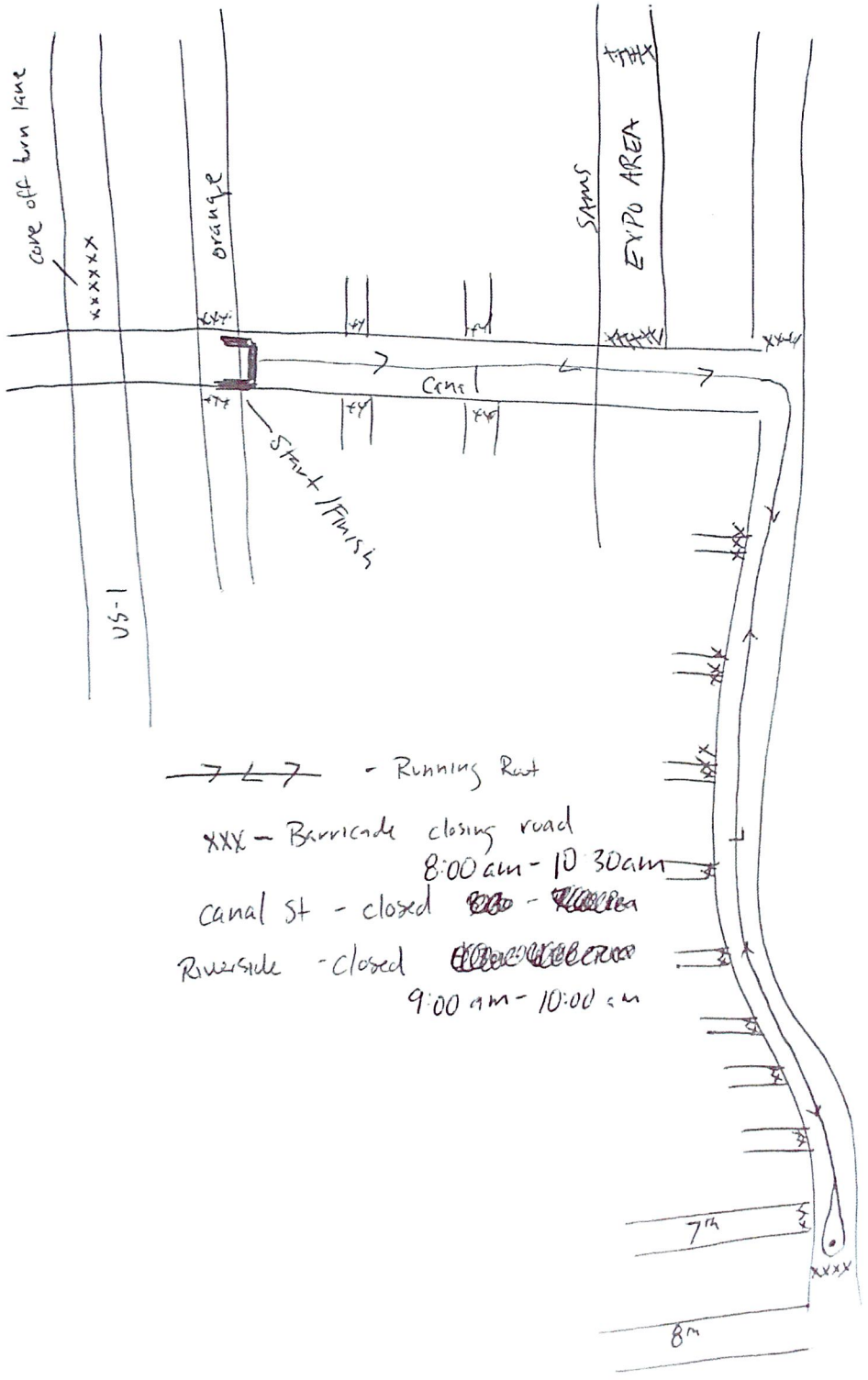
3.11 mi	30 ft	Run
Distance	Elevation Gain	Activity Type

- Log Workout
- Share
- Edit Route
- Duplicate Route
- Add Route to Website
- Print
- Download



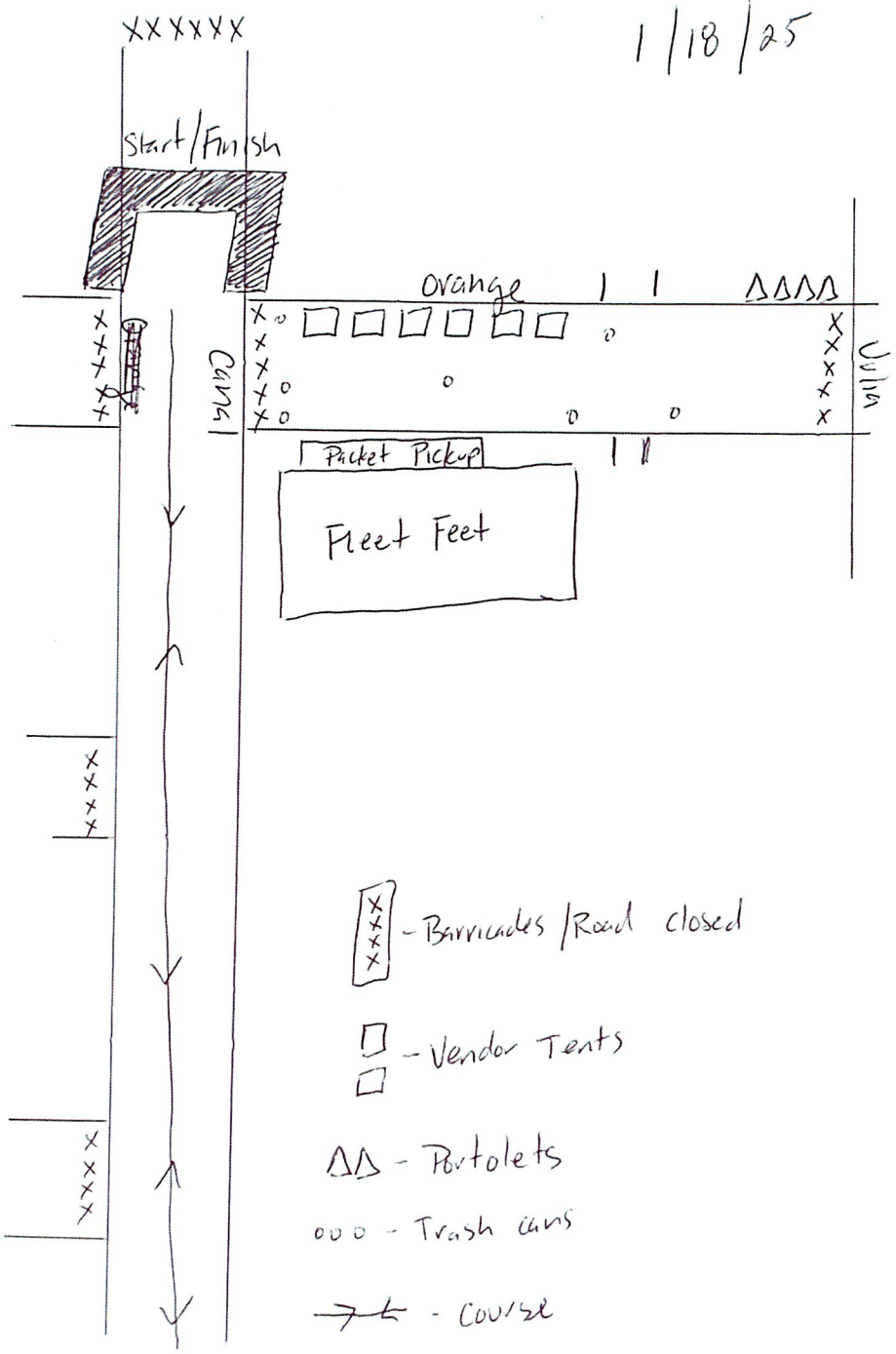
GOT IT

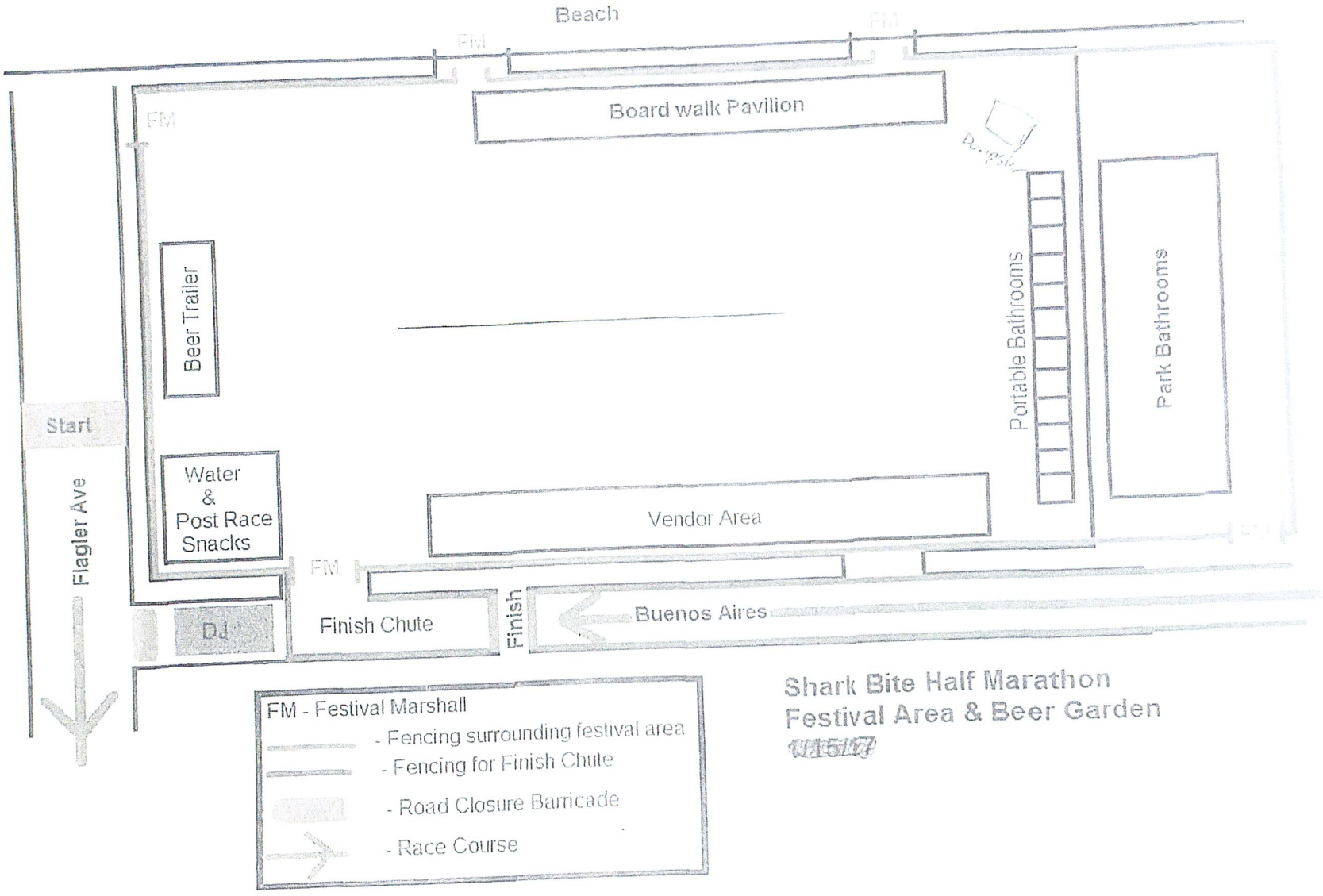
Feeding Frenzy 5k course



Shark Bite Expo Layout

1/18/25





Shark Bite Half Marathon
Festival Area & Beer Garden
~~VA 5107~~

Shark Bite Half Marathon 2025

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 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 festival/beer garden area. As indicated on the map, the whole parking lot will be barricaded/fenced in with impassable fencing.

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 wristband 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 photo ID and receive a wristband.

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

Rule 14-55.0035(1)(c), F.A.C.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TEMPORARY CLOSING OF STATE ROAD PERMIT

850-040-65
MAINTENANCE
12/11

Date: ~~8/15/24~~ 8/15/24

Permit No. _____

Governmental Entity

Approving Local Government New Smyrna Beach PD Contact Person ~~Sgt. Claudio~~ Sgt. Holloway

Address 246 Industrial Park Ave, NSB FL

Telephone 386-547-8719 Email ~~RClaudio@cityofNSB.com~~ jholloway@cityofnsb.com

Organization Requesting Special Event

Name of Organization Red Pointe Productions Contact Person Joe Matuszczak

Address 620 N Arlington Ave Deland FL 32724

Telephone 352-215-3134 Email RedPointeProductions@gmail.com

Description of Special Event

Event Title Shark Bite Half & 5K Date of Event _____

Start Time 7:30 am End Time 11:30 am

Event Route (attach map) See attached maps

Detour Route (attach map) See attached maps

Law Enforcement Agency Responsible for Traffic Control

Name of Agency _____

US Coast Guard Approval for Controlling Movable Bridge

Not Applicable ☐

Copy of USCG Approval Letter Attached ☐

Bridge Location George Musson / Coronado Beach (SR44)

The Permittee will assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise of this event.

The Permittee shall be responsible to maintain the portion of the state road it occupies for the duration of this event, free of litter and providing a safe environment to the public.

Signatures of Authorization

Event Coordinator Joseph S Matuszczak Signature _____ Date ~~8/15/24~~ 8/15/24

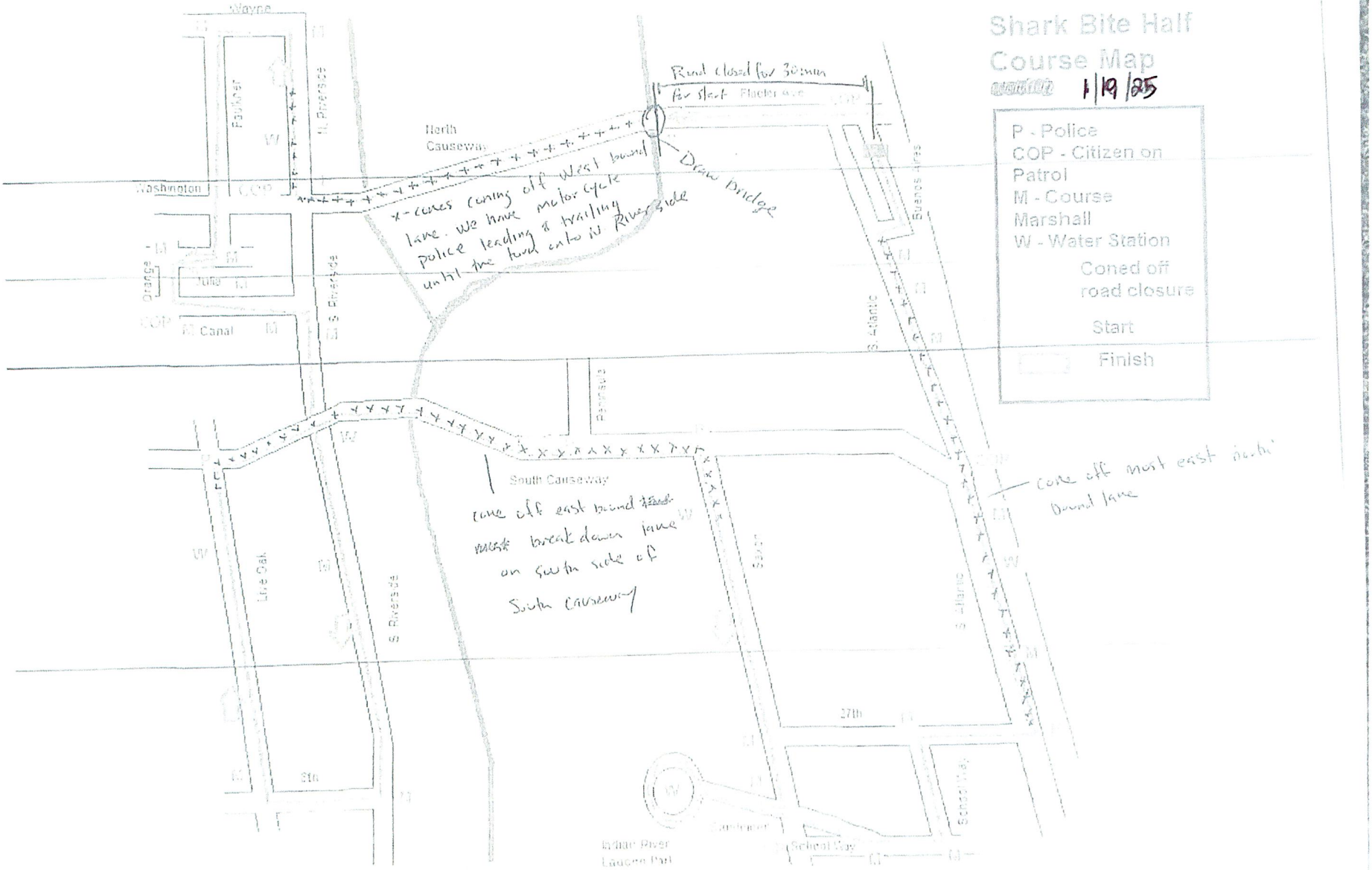
Law Enforcement Name/Title _____ Signature _____ Date _____

Government Official Name/Title _____ Signature _____ Date _____

FDOT Special Conditions

FDOT Authorization

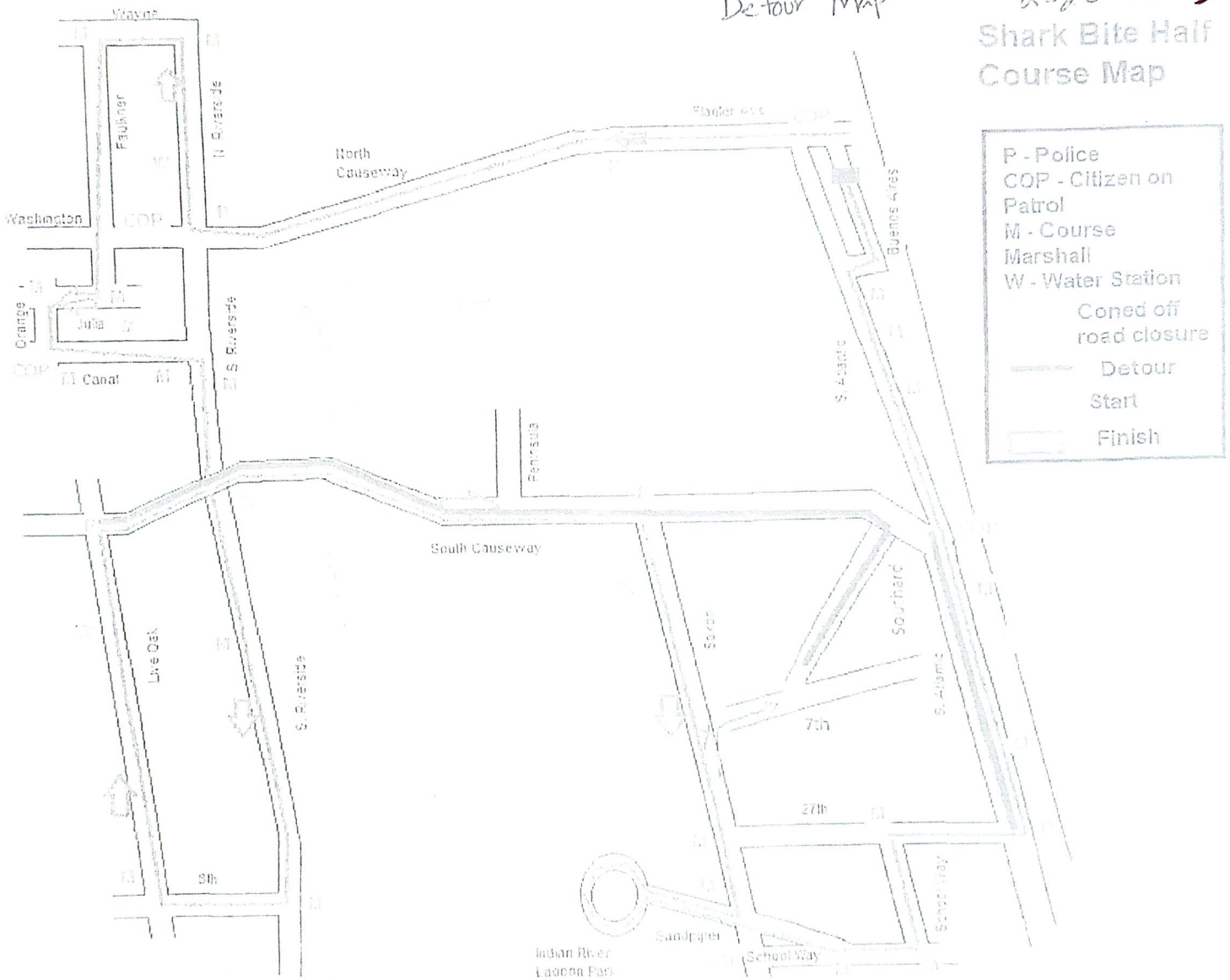
Name/Title _____ Signature _____ Date _____


Shark Bite Half
Course Map
1/19/25
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
Wayne
Fairmont
N. Riverside
Washington
COP
Orange
Julia
Canal
S. Riverside
Ashley Dr
South Causeway
cone off east bound lane break down lane on south side of South causeway
Live Oak
Ocean
S. Atlantic
Buena Vista
cone off most east north bound lane
27th
Spencer Way
School Way
Indian River Lagoon Park

Detour Map

2020-2025

Shark Bite Half Course Map



THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER A DEED OF GIFT FOR THE SCULPTURE AT WATCH AND WARN PARK.

September 24, 2024

Background:

In October of 2023 the City Commission approved a partnership with the "Friends of NSB Parks" to do a full make over of the Watch and Warn monument at Columbus Ave Park. As part of this facelift an old piece of the tower was used to create a sculpture from artist Frederick Goldstein. As the park is nearing completion Mr. Goldstein would like to deed ownership of the sculpture to the City of New Smyrna Beach. The City will also be applying to have the sculpture a part of the Smithsonian Institution's Directory of Art in Public Places.

Fiscal Analysis:

No expenses to the budget

Strategic Plan Item:

No

Staff Report Created By: David Ray - Director - Maintenance Operations

Attachments:

Deed of Gift.pdf
Watch and Warn Sculpture.pdf

DEED OF GIFT

I, FREDERICK A. GOLDSTEIN, sculptor,whose mailing address is: Post Office Box 728, New Smyrna Beach, Florida 32170, hereby relinquishes all rights, title or interest of any kind or nature in the sculpture known as "Vigilance Echoes: Guardian of the Coast" located at the World War II Watch and Warn Park, located at 305 Columbus Avenue, New Smyrna Beach, County of Volusia, Florida to THE CITY OF NEW SMYRNA BEACH, FLORIDA. The sculptor does however retain the right to use an image of the sculpture and THE CITY OF NEW SMYRNA BEACH, FLORIDA may also use an image of the sculpture.

TERMS AND CONDITIONS

The sculptor has agreed to transfer this sculpture to THE CITY OF NEW SMYRNA BEACH, FLORIDA free of charge. THE CITY OF NEW SMYRNA BEACH is only obligated to do the following:

1. Place a plaque at the situs of the sculpture with the following: "VIGILANCE ECHOES: GUARDIAN OF THE COAST", FREDERICK A. GOLDSTEIN, Sculptor.
2. Apply to the Smithsonian Institution's Directory of Art In Public Places, in Washington, D.C. so the sculpture may be added to the directory of art in public places.

DELIVERY AND MISCELLANEOUS TERMS

It is acknowledged by all parties that the sculpture was delivered to the site and has been installed. As a result, the sculptor has no further obligation or responsibility concerning the sculpture.

This deed of gift represents the entire agreement between the sculptor and THE CITY OF NEW SMYRNA BEACH, FLORIDA.

FREDERICK A. GOLDSTEIN
Donor/Sculptor
Dated: 8/19/2024

NEW SMYRNA BEACH
By:
Dated:



THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

CHARTER OFFICERS' COMPENSATION AND CONTRACT DISCUSSION

September 24, 2024

Background:

Charter Officers' salary and contract discussions for FY2025 outlined in attached memo.

For consideration by Commission:
Salary - based on market comparisons
Performance Evaluations
Termination/Severance
Duties

Items included for review include each Charter Officer's contract and any addendums, current salary information and salary surveys, and City Charter for duties and job descriptions.

Fiscal Analysis:

There will be no additional fiscal impact unless the Commission gives direction to make salary or benefit adjustments. General wage increases are included in the proposed budget.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

CAvallone_City_Attorney_Addendum05_12_22.pdf
CAvallone_City_Attorney_contract .pdf
1.Commission Memo for 9.4.24 meeting.pdf
2.City Manager Salary Survey.pdf
3.City Attorney Salary Survey.pdf
4.City Cleerk Salary Survey.pdf
5.Salary History.pdf
6.Current Salary Information.pdf
7.Salary Comparison.pdf
City Charter - City Clerk.pdf
City Charter - City Manager.pdf
City_Attorney job description.pdf

City_Clerk job description.pdf
City_Manager job description.pdf
City Charter - City Attorney.pdf
KMcQuillen_City_Clerk_Addendum05_12_22.pdf
KMcQuillen_City_Clerk_contract.pdf
RETAINER_AGREEMENT_Addendum_Carrie_Avallone_Mar2021.pdf
KCowper City Manager.pdf
KMcQuillen_City_Clerk_Addendum 10.12.23.pdf

SECOND ADDENDUM TO RETAINER AGREEMENT

THIS SECOND ADDENDUM TO RETAINER AGREEMENT, made and entered into this _____ day of May, 2022, by and between the City of New Smyrna Beach, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "CITY"), and Carrie Avallone (hereinafter referred to as "APPOINTEE"), both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, APPOINTEE has competently and effectively performed the duties of City Attorney since her appointment on January 7, 2018; and

WHEREAS, the CITY desires to continue to retain the services of APPOINTEE as City Attorney of the City of New Smyrna Beach; and

WHEREAS, it is the desire of the CITY to amend the provisions of the existing Retainer Agreement related to termination without cause; and

WHEREAS, on May 10, 2022, the City Commission approved a super-majority requirement for any termination without cause for the three Charter Officers, effectively immediately.

NOW THEREFORE, the parties hereto agree that Subsection B, Term, Paragraph 2, of Section I, DUTIES AND TERM, of the Retainer Agreement shall be amended to read as follows:

> ~~Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the APPOINTEE at any time with our without good cause, and the APPOINTEE shall serve at the will and pleasure of the CITY pursuant to the requirements of the City of New Smyrna Beach Charter and Code of Ordinances.~~It is understood and agreed that this Retainer Agreement may be terminated by the City Commission at any time, with or without notice, for cause as determined by the affirmative votes of a majority of the members of the entire City Commission, or without cause by a super-majority vote of the entire City Commission as established by the City Charter, at a meeting of the City Commission. In the event of such termination, the City agrees to pay the City Attorney in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Second Addendum to be approved by its City Commission and to be executed by its Mayor and duly attested by its City Clerk, and the APPOINTEE has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By: Kelly McQuillen
Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

By:
Russ Owen, Mayor

Carrie Avallone
Carrie Avallone

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Russ Owen and Kelly McQuillen, Mayor and City Clerk of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Second Addendum to Retainer Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 24 day of May, 2022.

(Seal)

Sharon Taylor-Harding
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG968480
Expires 3/11/2024

Sharon Taylor-Harding
Notary Public
My Commission Expires: 3/11/2024

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Carrie Avallone who acknowledged that she signed the foregoing Second Addendum to Retainer Agreement on the date and year herein written.

WITNESS my hand and official seal this 12 day of May, 2022.

(Seal)

Tammy M. Kosorok
Notary Public
My Commission Expires: 2/25/25

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

RETAINER AGREEMENT

THIS AGREEMENT, made and entered into this 27TH day of DECEMBER, 2017, by and between the City of New Smyrna Beach, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "CITY"), and Carrie Avallone (hereinafter referred to as "APPOINTEE"), both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, the CITY desires to retain the services of APPOINTEE as City Attorney of the City of New Smyrna Beach, as provided by law; and

WHEREAS, it is the desire of the CITY to provide certain benefits and to set work conditions of said APPOINTEE; and

WHEREAS, it is the desire of the CITY:

1. To secure and retain the services of the APPOINTEE and to provide inducement for her to remain in such capacity.

2. To make possible full work productivity by assuring the APPOINTEE's morale and peace of mind;

3. To act as a deterrent against malfeasance or dishonesty for personal gain on the part of the APPOINTEE; and

4. To provide the terms for terminating the APPOINTEE's services when the CITY or the APPOINTEE may desire to terminate said employment.

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

SECTION I

DUTIES AND TERM

A. Duties

The CITY hereby agrees to retain the APPOINTEE as City Attorney of the CITY to perform functions and duties specified in the New Smyrna Beach City Charter and Code of Ordinances and to perform such other legally permissible and proper duties and functions that the City Commission may determine necessary from time to time.

B. Term

1. This Agreement shall commence on January 7, 2018, and remain in effect until terminated by either party in accordance with the terms and conditions contained in this Agreement.

2. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the APPOINTEE at any time with or without good cause, and the APPOINTEE shall serve at the will and pleasure of the CITY pursuant to the requirements of the City of New Smyrna Beach Charter and Code of Ordinances.

3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the APPOINTEE to resign at any time from her position so long as APPOINTEE provides the required notice set forth below.

SECTION II

COMPENSATION

A. Annual Base Salary

1. The CITY agrees to pay the APPOINTEE for the services rendered pursuant hereto an annual base salary of $125,000, payable in installments at the same time as employees of the CITY are paid. On January 7, 2019, the APPOINTEE shall be considered for a $5,000 increase in salary.

2. The APPOINTEE shall receive any general pay plan adjustments that may be applicable to non-bargaining unit employees of the CITY. The APPOINTEE's salary shall be reviewed annually. Market salary study for this position will be conducted every 3 years.

B. Automobile Allowance

The CITY shall pay the APPOINTEE an automobile allowance of $100.00 per week. This automobile allowance shall cover all of APPOINTEE's travel within a 100 mile radius of the CITY. The APPOINTEE shall be fully responsible for the payment of liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repairs and replacement of said automobile. For any travel beyond a 100 mile radius of the CITY, the APPOINTEE shall be paid at the standard reimbursement rates applicable to all City employees.

C. Retirement Contribution

Each year, the CITY shall contribute to a retirement account of the APPOINTEE pursuant to 26 U.S.C. §401(a) in an amount equal to 20% of the sum of APPOINTEE's annual base salary, any personal leave cashed in, and automobile allowance.

D. Health Insurance

CITY agrees to provide hospitalization, surgical, and comprehensive medical and dental insurance for APPOINTEE and her dependents, on the plans of APPOINTEE's choice, under the terms and conditions provided employees under the CITY Group Health Plan, and to pay the premiums thereon. The health and dental insurance provided herein shall be fully effective February 1, 2018, and the CITY shall waive any required waiting periods applicable to the coverage of any kind.

E. Personal Leave

The APPOINTEE shall receive, accrue and utilize personal leave annually administered in accordance with the CITY's Personnel Policies and Procedures for management employees, including for the prorated period beginning January 7, 2018 and ending September 30, 2018. APPOINTEE is entitled to the same paid holidays as the general CITY staff.

In the event that APPOINTEE's employment is terminated, either voluntarily or involuntarily, APPOINTEE shall be entitled to receive compensation for any personal leave accrued at the exit salary rate.

It is acknowledged that APPOINTEE has a pre-committed personal leave obligation from March 8-11, 2018.

F. Disability Income Protection

The CITY agrees to provide Disability Income Protection insurance for the APPOINTEE and to pay premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the CITY's Group Benefits Plan.

G. Life Insurance

The CITY agrees to provide Life Insurance for the APPOINTEE and to pay premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the CITY's Group Benefits Plan.

SECTION III

PROFESSIONAL ACTIVITIES

A. Travel, Training, Professional Activities

1. The CITY agrees to authorize payment each year for the registration, travel and subsistence expense for the APPOINTEE to attend the annual meetings of the Florida Association of Municipal Attorneys, Florida League of Cities, International Municipal Lawyers Association, and appropriate Florida Bar seminars of the APPOINTEE's choosing. Further, subject to the City Commission budget approval, the CITY agrees to authorize payment for the registration, travel and subsistence expenses for the APPOINTEE to attend other local, state, and regional meetings of local government attorneys.

2. The CITY agrees to authorize payment for registration, travel and subsistence expenses for the APPOINTEE to attend and lecture at reasonable and customary municipal meetings where the APPOINTEE's attendance would enhance her professional development and/or would be good for the CITY.

3. The CITY agrees that the APPOINTEE may spend personal leave time in teaching and consulting with other entities and agencies. All expenses are the responsibility of the APPOINTEE. The activity must not conflict with CITY duties. The APPOINTEE shall keep all

honoraria and fees received for said activities. APPOINTEE, in accordance with the Code of Professional Responsibility, shall maintain all client confidences and refrain from discussing any current, past or future contemplated litigation of the CITY. Notwithstanding the foregoing, the APPOINTEE shall not represent any other clients while employed by the CITY.

4. The CITY agrees that the APPOINTEE may use personal leave to continue to participate in activities which promote the well-being of the area. The APPOINTEE may exercise discretion in her work schedule to attend meetings and other activities related to her membership and involvement in community organizations.

B. Dues and Subscriptions

The CITY agrees to authorize payment for the professional dues and subscriptions of the APPOINTEE for the Florida Bar, including sections and certifications, and the International Municipal Lawyers Association, including fellowship. Further, subject to the City Commission's approval of the budget, the CITY agrees to authorize such other payment for the professional dues and subscriptions of the APPOINTEE as the CITY deems necessary and desirable for her continued professional participation, growth and advancement and for the good of the CITY.

SECTION IV

LIABILITY

A. Bonding

The CITY shall bear the full cost of any fidelity or other bonds required for the APPOINTEE under any law or ordinance.

B. Indemnification

The CITY will indemnify and hold harmless the APPOINTEE from any judgments which may be entered against her and will pay any claims made against her and reimburse her for any collection or payments of any kind by her to any other person or entity where the same result from or arise out of and within the course and scope of her professional services to the CITY, whether during her tenure as City Attorney or after termination, except that the CITY shall not be responsible for punitive damages. The parties recognize and agree that Florida law does not authorize the CITY's payment of a judgment against APPOINTEE for punitive damages. The parties further recognize and agree that as long as the APPOINTEE has not acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property or has not caused harm intentionally, then the APPOINTEE shall not be liable for punitive damages under Florida and/or Federal law. Since the status of the law may change, the parties agree that this section of the contract as it relates to indemnification for punitive damages may be renegotiated by either party at any time. The CITY's liability under this section shall be limited to the maximum damages allowed under its errors and omissions insurance policy.

C. Legal Representation

1. The CITY agrees that it will, through the office of the City Attorney, provide the APPOINTEE with legal representation when the APPOINTEE is party to litigation based upon her appointed position or tenure with the City of New Smyrna Beach, and in addition, litigation based upon alleged acts or omissions arising out of or in the course and scope of employment. Attorney's fees and court costs shall be the expense of the CITY.

2. The CITY further agrees that such legal representation shall be provided where litigation has commenced during or after termination of employment and shall continue after termination of employment and shall so continue until such litigation has been ended.

3. The CITY further agrees that, in the event of a conflict of interest within the office of City Attorney, or the refusal of same to so represent the APPOINTEE pursuant to the provisions set forth in Paragraphs (1) and (2) above, the CITY shall provide counsel to represent her. The selection of said counsel shall be mutually agreed upon by the CITY and the APPOINTEE. Attorney's fees and court costs shall be the expense of the CITY.

4. Provided, however, that the CITY will not be held responsible for any legal fees of the APPOINTEE as a result of litigation arising from her termination by the City Commission.

SECTION V

TERMINATION AND SEVERANCE

A. Termination

1. In the event the CITY, at any time during the term fails to pay the compensation herein provided in Section II or in the event the CITY refuses, following thirty (30) days written notice, to comply with any other provision benefitting the APPOINTEE herein, or the APPOINTEE receives a suggestion, whether formal or informal, by the City Commission that APPOINTEE resign, then, in that event, APPOINTEE may at her option, be deemed to be "terminated" as of the date of such reduction of such refusal to comply with any other provision benefitting the APPOINTEE or receiving a suggestion of resignation. In the event the APPOINTEE exercises said option, the APPOINTEE shall immediately provide written notice to the CITY. In the event such termination occurs, the APPOINTEE shall be entitled to the severance pay described below and personal leave benefits as set forth herein.

2. The APPOINTEE may voluntarily resign from employment with the CITY and terminate this Agreement at any time provided that the APPOINTEE provide at least sixty (60)

days' notice to the CITY. The APPOINTEE shall be entitled to no severance pay in the event the APPOINTEE voluntarily resigns and terminates this Agreement.

B. Severance

In the event the APPOINTEE is terminated by the City Commission, the City agrees to pay the APPOINTEE, either in a lump sum payment or in bi-weekly payments as determined by the APPOINTEE, a sum equal to twenty weeks Compensation provided in Section II above upon APPOINTEE's execution of a general release of the City, its officers and employees for all acts and omissions (whether accrued or subsequently accruing from the beginning of time until the date of release).

However, the CITY shall have no obligation to pay any severance to the APPOINTEE in the event the APPOINTEE is terminated because of either conviction of any felonious act or criminal act involving personal gain or moral turpitude, commission of gross negligence in the representation of the CITY, willful disregard of any duty, order, resolution, directive, rule or policy of the CITY, or failure to be licensed in good standing.

Upon termination of this Agreement, whether by resignation or dismissal, the APPOINTEE shall be entitled to receive the personal leave benefits including provisions governing accrual and payment, unless the APPOINTEE fails to provide notice required by Paragraph A (2) above.

C. Substitution of Counsel

The CITY agrees that in the event of either resignation or dismissal of the APPOINTEE to provide substitute counsel acceptable to the court within thirty (30) days for all cases the APPOINTEE is the attorney of record. Should the CITY refuse or fail to do so, or the court refuses

to allow Substitution of Counsel, the CITY shall pay the APPOINTEE $150 an hour plus all expenses (including reasonable travel and per diem) for all cases he remains the attorney of record.

SECTION VI

MISCELLANEOUS PROVISIONS

A. It is recognized that due to night meetings of the City Commission and various boards, the exigencies of litigation, and other general exigencies of the office, the APPOINTEE must devote a substantial amount of time outside normal office hours to business of the CITY, and to that end the APPOINTEE will be allowed to take time off as APPOINTEE reasonably determines appropriate during said normal office hours.

B. The CITY agrees to provide sufficient, reasonable and appropriate administrative and secretarial personnel and services, office space, print and electronic research resources, communications equipment, fixtures, furnishings and supplies commensurate with the APPOINTEE's role as an in-house attorney for the CITY.

C. The CITY agrees to pay the APPOINTEE for all damage to her professional reputation arising out of intentional false statements by words or other actions by members of the City Commission, the City Manager, or the City Clerk. The CITY may relieve itself of this obligation by unequivocally repudiating the false statement causing damage to the APPOINTEE's reputation within a reasonable period of time.

D. The APPOINTEE agrees to pay the City Commission, the City Manager, and the City Clerk for all damages to their professional reputation arising out of intentional false statements by words or actions by the APPOINTEE. The APPOINTEE may relieve herself of this obligation by

unequivocally repudiating the false statement causing damage to the City Commission's, the City Manager's, or the City Clerk's reputation within a reasonable period of time.

E. The City Commission shall fix any other terms and conditions of representation as it may determine from time to time relating to the performance of the APPOINTEE, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City ordinance(s), and any other law.

F. Upon termination of this agreement, the APPOINTEE shall refrain from representing any other clients in any matters before or adverse to the CITY for a period of two years from the date the Agreement is terminated.

G. This Agreement is conditioned on the premise that the APPOINTEE will not be legally or ethically conflicted or otherwise prohibited from representing the CITY in any respect. Accordingly, the APPOINTEE shall take all actions necessary to avoid creation of any further conflicts prior to employment as the CITY's attorney.

SECTION VII

GENERAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties. Any and all negotiations, statements, or other representations between the parties, either oral or written, or express or implied, are suspended and merged herein. Any amendments to this Agreement shall be in writing and shall become effective only upon approval of and execution by the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of APPOINTEE.

C. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Agreement to be approved unanimously by its City Commission and to be executed by its Mayor and duly attested by its City Clerk, and the APPOINTEE has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By: _____
Johnny R. Bledsoe, City Clerk

CITY OF NEW SMYRNA BEACH

By: _____
James W. Hathaway, Mayor

_____
Carrie Avallone

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear James W. Hathaway and Johnny R. Bledsoe, Mayor and City Clerk of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Retainer Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 27th day of December, 2017.

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
KELLY MCQUILLEN
MY COMMISSION # FF 981362
EXPIRES: April 12, 2020
Bonded Thru Budget Notary Services

_____
Notary Public
My Commission Expires:

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Carrie Avallone who acknowledged that she signed the foregoing Retainer Agreement on the date and year herein written.

WITNESS my hand and official seal this 18th day of December, 2017.

(Seal)

Notary Public
My Commission Expires:

AIMEE M. HAMPTON
MY COMMISSION # FF 165677
EXPIRES: February 3, 2019
Bonded Thru Notary Public Underwriters

City of New Smyrna Beach

Memo

To: New Smyrna Beach City Commission

From: Heather Kidd, HR Director

cc:

Date: September 18, 2024

Re: Charter Officers' Salary and Contract Considerations for FY2025

Points of Discussion

Salary:
Survey data collected recently includes current salaries and other compensation for the positions of City Manager, City Attorney and City Clerk. Data also included projected general wage increases (GWI) for each municipality surveyed in Volusia County. That information was applied to the current wages of all positions for comparison purposes and this discussion. All Charter Officers' salaries are adjustable by Commission action. Budgetary changes will depend upon Commission direction.

City Manager Kevin Cowper
Per Mr. Cowper's contract initiated in August 2024, he is eligible for any general across the board pay plan adjustments applicable to all non-bargaining employees as approved in the City's budget (3% in October 2024). His contract also states that the Commission shall conduct a six-month performance review (due Feb 5, 2025) and he will be eligible for a merit increase in compensation. The contract stipulates the same for annual reviews conducted by April 5 of each subsequent year.

Mr. Cowper's current base salary is $190,000. The approved 3% GWI will increase his salary to $195,700. The Volusia County average (with projected GWI) for this position is $201,569. Mr. Cowper's projected salary is 3% below the average of his Volusia County peers. His total compensation package (as comparable with data collected) is 2% above the average.

City Attorney Carrie Avallone
Per Mrs. Avallone's contract initiated in December 2017, she is eligible for any general across the board pay plan adjustments applicable to all non-bargaining employees as approved in the City's budget (3% in October 2024). Her contract also states that her salary shall be reviewed

annually and a market salary study for the position shall be conducted every 3 years. A formal study was last conducted in March 2021.

Mrs. Avallone's current base salary is $184,370. The approved 3% GWI will increase her salary to $189,901. The Volusia County average (with projected GWI) for this position is $214,591. Mrs. Avallone's projected salary is 12% below the average of her Volusia County peers. Her total compensation package (as comparable with data collected) is 3% below the average. The significant difference is attributed to the defined contribution at a higher rate than many of her peers.

City Clerk Kelly McQuillen

Per Ms. McQuillen's contract initiated in November 2019, she is eligible for any general across the board pay plan adjustments applicable to all non-bargaining employees as approved in the City's budget (3% in October 2024). Her contract also states that Commission will conduct an annual performance evaluation in April of each year that may serve as a basis for a merit increase. Ms. McQuillen received an average score of 4.6 on her 2024 evaluations as reported at the September 11 Commission meeting.

Ms. McQuillen's current base salary is $100,927. The approved 3% GWI will increase her salary to $103,955. The Volusia County average (with projected GWI) for this position is $113,661. Ms. McQuillen's projected salary is 9% below the average of her Volusia County peers. Her total compensation package (as comparable with data collected) is average.

Contracts:

The 3 Charter Officer contracts are similar in nature. However, some significant differences exist that may need to be examined by Commission. Any changes will be at Commission direction.

Performance Evaluation

The City Manager and City Clerk contracts give direction to annual performance reviews to be completed by Commission and allow for potential merit increases. The City Attorney contract is silent on performance evaluations. It does direct the salary to be evaluated annually and a market salary study to be conducted every 3 years. The City Manager and City Clerk contracts are silent as to any market salary study. Consideration should be given to this item where Commission should determine the standard for performance evaluation dates, method of evaluating, and presentation to Commission along with any potential adjustments to salary for each of the Charter Officers.

Termination/Severance

All Charter Officer contracts provide for a majority vote of the entire Commission for termination with cause and a super majority vote for termination without cause. The City Manager and City Attorney contracts dictate no severance payment for termination with cause and an amount equal to 20 weeks' compensation as severance for termination without cause. However, the City Clerk contract states "…terminated without cause prior to November 11, 024, the City agrees to pay a lump sum benefit equal to 20 weeks of compensation…The severance payment shall decrease by four weeks for each subsequent year of the contract through November 11, 2028" and "terminated for cause, or without cause on or after November 12, 2028, the City shall have no obligation to pay any severance to the City Clerk." Essentially, if the City Clerk is terminated without cause between now and November 11, 2024, she would be entitled to only 4 weeks' compensation as severance. And if she is terminated with or without cause after November 12, 2028, she will not be entitled to any severance. This means the longer the tenure of the City Clerk, the less severance she is entitled to receive. Most contracts provide for additional

severance pay with longevity of service, not less. Consideration should be given to this item where Commission should determine the standard for severance pay for Charter Officers.

Duties
The duties of the Charter Officers should be reviewed and compared to the City Charter for consistency and accuracy of duties performed.

City Manager Salary Survey

City/Municipality	Population	PG Min	PG Max	Incumbent Salary with projected increase	Retirement	Medical	Dental	Vision	Life/ADD	STD/LTD	Allowances	Paid Holidays	Floating/ Other Holidays	Personal Leave/PTO/ Sick	Total Compensation
New Smyrna Beach	33,402	136,867	218,988	195,700	27,398	10,433	343	-	1x Salary	YES/YES	9,000	847	376	1,788	245,884
Daytona Beach	85,887			300,662	30,066	9,269	301	-	1x Salary	NO/NO		1,301	289	3,469	345,358
Daytona Beach Shores	5,217			169,950	16,995	9,396	-	-	1x Salary	NO/NO	8,400	735	82	1,961	207,519
DeBary	23,509			200,492	20,049	9,544	308	85	50,000.00	Yes/Yes	6,000	1,060	96	1,928	239,563
DeLand	44,607			200,829	24,099	7,764	-	-	1x Salary	No/YES	9,600	869	-	30,897	274,058
Deltona	100,304	109,158	163,738	236,500	23,650	-	-	-	1.5X Salary (	no/Yes		1,364	114	2,276	263,905
Edgewater	23,800			185,181	18,518	8,841	414	-	1x Salary	No/YES		801	-	1,603	215,358
Holly Hill	13,108			181,578	18,158	7,433	392	58	1x Salary	No/NO	6,000	786	262	1,759	216,425
Orange City	15,670			180,102	18,010	10,167	402	-	1x Salary	No/YES		952	87	1,745	211,465
Ormond Beach	44,663			213,046	21,305	8,622	493	53	1x Salary	No/YES	5,646	1,024	102	1,844	252,135
Ponce Inlet	3,476			158,784	15,879	8,482	395	105	1x Salary	YES/YES	6,000	840	76	1,374	191,934
Port Orange	67,045	136,128	228,657	193,983	19,398	7,767	406	-	1x Salary	NO/NO	6,000	1,119	-	2,623	231,296
South Daytona	14,049			175,361	17,536	9,224	563	108	100,000.00	NO/No	7,200	843	84	1,855	212,774
Volusia County	601,049	147,265	230,014	229,803	22,980	9,519	406	-	1x Salary	NO/YES		1,105	-	3,093	266,906
Average Volusia		132,355	210,349	201,569	21,003	8,319	316	29			7,094	975	112	4,158	241,041
NSB from Average Volusia		3%	4%	-3%	30%	25%	9%	-100%			27%	-13%	236%	-57%	2%

City Attorney

City/Municipality	Population	PG Min	PG Max	Incumbent Salary with projected increase	Retirement	Medical	Dental	Vision	Life/ADD	STD/LTD	Allowances	Paid Holidays	Floating/Other Holidays	Personal Leave/PTO/ Sick	Total Compensation
New Smyrna Beach	33,402	136,867	218,988	189,901	41,778	10,433	343	-	1x Salary	YES/YES	5,200	822	365	1,735	250,576
Daytona Beach	85,887	N/A		278,630	27,863	9,269	301	-	1x Salary	NO/NO	12,840	1,206	268	3,215	333,591
Ormond Beach	44,663	N/A		194,754	19,476	8,622	493	53	1x Salary	No/YES		936	94	1,685	226,114
Port Orange	67,045	123,251	211,586	167,535	16,754	7,767	406	-	1x Salary	NO/NO		967	-	2,265	195,693
Volusia County	601,049			242,138	24,214	9,519	406	-	300,000.00	NO/YES	6,000	1,164	-	3,260	286,700
Average Volusia		130,059	215,287	214,592	26,017	9,122	390	11			8,013	1,019	145	2,432	258,535
NSB from Average Volusia		5%	2%	-12%	61%	14%	-12%	-100%			-35%	-19%	151%	-29%	-3%

Incumbent Salary with projected increase

City Clerk

City/Municipality	Population	PG Min	PG Max	Incumbent Salary with projected increase	Retirement	Medical	Dental	Vision	Life/ADD	STD/LTD	Allowances	Paid Holidays	Floating/ Other Holidays	Personal Leave/PTO /Sick	Total Compensation	Reports to Commission/City Manager
New Smyrna Beach	33,402	97,269	155,630	103,955	14,554	10,433	343	-	1x Salary	YES/YES	1,800	450	200	950	132,684	Commission
Daytona Beach	85,887	92,909	173,471	146,757	14,676	9,269	301	-	1x Salary	NO/NO	4,940	635	141	1,693	178,412	City Manager
DeBary	23,509	79,456	119,163	88,501	8,850	9,544	308	85	50,000.00	Yes/Yes		468	43	851	108,650	City Manager
DeLand	44,607			116,247	11,625	7,764	-	-	1x Salary	No/YES		503	-	1,119	137,257	Commission
Deltona	100,304	96,762	145,142	139,774	13,978	-	-	-	1.5X Salary (N	no/Yes		806	67	1,345	155,970	City Manager
Edgewater	23,800			105,007	10,501	8,841	414	-	1x Salary	No/YES		454	-	909	126,125	Commission
Holly Hill	13,108	62,878	96,678	75,151	7,515	7,433	392	58	1x Salary	No/NO	600	325	108	728	92,312	City Manager
Orange City	15,670			98,880	9,888	10,167	402	-	1x Salary	No/YES		523	48	958	120,866	Commission
Ormond Beach	44,663	80,618	133,020	129,375	12,938	8,622	493	53	1x Salary	No/YES	975	622	62	1,120	154,260	City Manager
Ponce Inlet	3,476	76,774	115,700	101,412	10,141	8,482	395	105	1x Salary	YES/YES		536	49	878	121,998	City Manager
Port Orange	67,045	61,381	105,400	145,214	14,522	7,767	406	-	1x Salary	NO/NO		838	-	1,964	170,710	City Manager
Average Volusia		81,006	130,526	113,661	11,467	8,055	305	30			2,079	532	72	1,055	132,853	
NSB from Average Volusia		20%	19%	-9%	27%	30%	12%	-100%			-13%	-15%	179%	-10%	0%	

	2023			2022			2021			2020			2019		
	FY2024			**FY2023**			**FY2022**			**FY2021**			**FY2020**		
	Salary	**% increase**	**Justification**	**Salary**	**% increase**	**Justification**	**Salary**	**% increase**	**Justification**	**Salary**	**% increase**	**Justification**	**Salary**	**% increase**	**Justification**
City Manager	$ 190,550	3%	Gen. Wage Increase	$ 185,000	16%	Compression Adjustment	$ 158,908	3%	Gen. Wage Increase	$ 154,280	2%	Tiered Gen. Wage Inc.	$ 150,521	5%	Gen. Wage Increase
City Attorney	$ 184,370	3%	Gen. Wage Increase	$ 179,000	18%	Compression Adjustment	$ 151,410	3%	Gen. Wage Increase	$ 147,000	5%	Commission Action	$ 140,431	9%	Per Contract
City Clerk	$ 100,927	3%	Gen. Wage Increase	$ 97,988	28%	Compression Adjustment	$ 76,694	3%	Gen. Wage Increase	$ 74,460	4%	Tiered Gen. Wage Inc.	$ 71,744	5%	Gen. Wage Increase

All Salaries are incumbent salary at 10/1 of fiscal year
All Percentage increases are difference from 9/30 to 10/1

General Wage Increase 5 year history

FY2024	3%
FY2023	Compression wage adjustments
FY2022	3% or 5% depending on current salary
FY2021	Tiered GWI depending on current salary
FY2020	5%
FY2019	3%

Tenure Details

City Manager

Kevin Cowper	Aug-24	Current
Khalid Resheidat	Nov-19	Aug-24
Pam Brangaccio	Jan-10	Oct-19

City Attorney

Carrie Avallone	Jan-18	Current
Frank Gummey	Nov-04	Jan-18

City Clerk

Kelly McQuillen	Nov-19	Current
Johnny Bledsoe	Jun-08	Dec-19

CURRENT INFORMATION									
Position	**Tenure**	**Current Pay Grade Minimum**	**Current Pay Grade Maximum**	**Current Salary**	**Current Annual Car Allowance**	**401(a) Contrib**	**Annual Leave**	**Severance**	**Annual Performance Evaluation/Wage Increase**
City Manager	0.12	$136,867	$218,988	$ 190,000	$ 9,000	13%	per Personnel Policies - Managerial 200 hrs/year + 6 each year 880 max pay out	without cause 20 weeks; for cause 0	6-month evaluation and eligible for merit increase; annual evaluation before April 5 and eligible for merit increase at direction of city
City Attorney	6.75	$136,867	$218,988	$ 184,370	$ 5,200	22%	per Personnel Policies - Managerial 200 hrs/year + 6 each year 880 max pay out	without cause 20 weeks; for cause 0	no mention of evaluation; salary reviewed annually; market study every 3 years
City Clerk	4.75	$97,269	$155,630	$ 100,927	$ 1,800	14%	per Personnel Policies - Managerial 200 hrs/year + 6 each year 880 max pay out	without cause before 11/11/24, 20 weeks and decrease 4 weeks per year thru 11/11/28; for cause or without cause after 11/11/28 no severance	annual evaluation before April 1, eligible for merit increase at direction of city

COMPARISON			
Position	**Current with 3% at 10/1**	**Volusia Averages with 10/1 increases**	**NSB from Volusia Average**
City Manager	195,700	201,569	-3%
City Attorney	189,901	214,592	-13%
City Clerk	103,955	113,661	-9%

Sec. 4.04. - City clerk.

Sec. 4.04(a). Duties. The city clerk shall be the custodian of all city records; shall give notice of commission meetings to its members and the public; shall keep minutes of its proceedings; serve as the election official; and perform such other duties as are assigned by this charter or the city commission.

Sec. 4.04(b). Qualifications. The city clerk shall have a minimum experience of three years in progressively responsible related governmental administrative work or a comparable amount of training, education, or experience.

Sec. 4.02. - City manager.

Sec. 4.02(a). Appointment and qualifications of the city manager. The city commission shall appoint a city manager by a majority vote of the entire commission who shall be the administrative head of the municipal government under the direction and supervision of the city commission. The city manager shall hold office at the pleasure of the city commission. The manager shall be chosen solely on the basis of education and experience in the accepted competencies and practices of local government management. The manager need not be a resident of the city or state at the time of appointment, but within six (6) months shall reside in the city unless otherwise approved by a vote of the city commission.

Sec. 4.02(b). Compensation of the city manager. The city manager shall receive such compensation as the city commission may by resolution fix.

Sec. 4.02(c). Acting city manager. By letter filed with the city clerk, the city commission shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another officer of the city to serve until the city manager returns.

Sec. 4.02(d). Powers and duties. The city manager shall be the chief executive officer of the city, responsible to the city commission for the management of all city affairs placed in the manager's charge by and under this charter. The city manager shall:

(1) See that the laws and ordinances are enforced;

(2) Appoint and remove all subordinate officers and employees of the city; provided, however, that the removal of any and all employees that are covered by the merit plan (see Appendix A Personnel Policies and Procedures Sec. 1) shall be subject to appeal as provided by the merit plan of the city;

(3) Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the city commission, except for the offices of city attorney, city clerk, boards, commissions and authorities;

(4) See that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the city attorney, whose duty it is hereby made to take such legal steps as may be necessary to enforce the same;

(5) Attend all meetings of the city commission with the right to take part in discussions without having a vote;

(6) Recommend to the city commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city;

(7)

Keep the city commission fully advised as to the financial condition and future needs of the city; prepare and submit the annual budget and capital program to the city commission; and, implement the final budget approved by the commission to achieve the goals of the city;

(8) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;

(9) Make such other reports as the city commission may require concerning operations;

(10) Assist the city commission to develop long term goals for the city and strategies to implement these goals;

(11) Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community; and

(12) Perform such other duties as may be prescribed under this act or as may be required of the city manager by ordinance or a resolution or motion of the city commission.

CITY OF NEW SMYRNA BEACH
JOB DESCRIPTION

TITLE: CITY ATTORNEY
DEPARTMENT: CITY ATTORNEY
REPORTS TO: CITY COMMISSION
DATE: 10/2017

JOB SUMMARY

Under the administrative direction of the City Commission, performs skilled administrative work serving as the chief legal officer for the City, City Management, and City department. The City Attorney supervises the staff of the City Attorney's Office. The City Attorney is responsible for providing legal representation to the City in accordance with federal, state, and municipal laws. The position is responsible for providing legal representation in the areas of labor, code enforcement, utilities, police and fire, finance and taxation, recreation, housing, purchasing, engineering, real property, land use and zoning, and other areas of municipal law. Responsible for preparing and presenting cases in federal and state courts and administrative proceedings. Is responsible for providing advice to City officers, board members, and staff with respect to legal considerations.

ESSENTIAL JOB FUNCTIONS

Provides legal advice, opinions, and representation for all City departments in matters involving litigation, administrative proceedings, public meetings, and other forums.

Plans, directs and supervises the activities of the professional clerical support staff of the City Attorney's Office and outside special counsel.

Drafts legal documents, ordinances, resolutions, contracts, rules, regulations, and opinions; conducts research and compiles reports.

Drafts legislation for presentation to Legislature.

Advises police, fire, and code enforcement.

Attends City Council and board meetings, public meetings, and court hearings.

Performs real estate closings.

Represents the City and City Commission in litigation and appeals in Federal and State courts.

Represents the City in collective bargaining and personnel matters.

Represents the City in bid, purchasing, and contract negotiation.

MATERIAL AND EQUIPMENT USED

Computer, General office equipment, Vehicle

MINIMUM QUALIFICATIONS REQUIRED

Education and Experience

Undergraduate Bachelor of Arts or Bachelor of Science degree and degree of Juris Doctorate from a law school accredited by the American Bar Association, supplemented by a minimum of five (5) years legal experience that includes administrative and local governmental law; or an equivalent combination of education, training, and experience. Preference is for experience in Florida local government practice and/or certification in city, county and local government law.

Must be admitted to practice law in Florida and be a member of the Florida Bar; must be admitted to practice before the U.S. District Court, Middle District of Florida, and U.S. Circuit Court of Appeals, 11th Circuit, within three (3) months of hiring.

Licenses and Certifications

Must be licensed by the State of Florida and a member of the Florida Bar. Must obtain a valid Florida driver/operator's license prior to employment.

KNOWLEDGE, SKILLS AND ABILIITIES

Thorough knowledge of local, state, and federal constitutional and charter provisions, laws, rules, and regulations as applied to the activities and programs of municipal government.

Thorough knowledge of Florida and Federal court rules and procedures and the method and practice of pleading and of effective techniques in the presentation of cases.

Thorough knowledge of principles of law and ability to apply modern principles to municipal problems and of organization and management.

Ability to establish and maintain effective working relationships with elected officials, local government employees, and the public.

Ability to prioritize tasks.

Ability to perform research utilizing a variety of data and information; compile records and reports.

Ability to draft legal documents, complex contracts, deeds, leases, easements, real property closing statements, agreements, ordinances, and resolutions.

Ability to work regularly scheduled hours, as well as additional meetings outside of regular working hours.

Ability to perform routine mathematical calculations with regard to legal documents, including the computation of interest, discounts, fractions and calculation of surface areas, volumes, and weights.

Ability to comprehend computer programs and word processing; ability to operate computer, printer, calculator, telephone, and copier.

Mental and Physical Abilities To:

Ability to communicate clearly and concisely in English, orally and in writing.

Ability to hear and understand conversation in English in various tones of voice, as well as accents.

Ability to see, read, and comprehend letters, numbers, characters, symbols, and words which are in English.

Ability to work and solve problems under pressure and stress with extreme accuracy.

Ability to walk, stand, climb, stoop, kneel, crouch and sit for periods longer than 30 minutes.

Ability to record and deliver information and to follow and give verbal and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including legal, and governmental terminology.

Ability to inspect items for proper length, width and shape, visually with office equipment and recording devices.

Ability to coordinate hand and eyes in using automated office equipment and to operate motor vehicles.

Ability to lift, carry, push, or pull items which weigh up to 15 pounds.

Ability to work in small or partially enclosed areas.

This position is part of the City's Emergency Management Team and, as such, shall be expected to perform all duties that are assigned during an emergency management operation. Any additional compensation, above the normal weekly salary shall be outlined by the City Manager in the City's Emergency Management Activation and Emergency Declaration. Failure to appear to perform emergency management assignment and to work assigned shifts as scheduled by the City's Emergency Management Director or individuals designated by the City Manager to assign such functions will result in disciplinary action up to and including termination.

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

Acknowledgement of receipt of Job Description

_____

Employee Name Printed Employee Signature

_____

Date

CITY OF NEW SMYRNA BEACH
CLASS SPECIFICATION

CLASS TITLE:	**CITY CLERK**	**JOB CODE: 7049**
DEPARTMENT:	**CITY MANAGER OFFICE**	**DATE: 4/08**
REPORTS TO:	**MAYOR AND CITY COMMISSION**	

JOB SUMMARY:

Under minimal supervision, performs a range of routine to complex duties to assist and to work in a close cooperation with the City Commission and the City Manager. Approves occupational licenses and renewals. Serves as custodian of official City records. Supervises support personnel within the City Clerk's Office. Performs related work as required. Reports to the Mayor and City Commission.

ESSENTIAL JOB FUNCTIONS:

- Manages and serves as Records Management Liaison Officer for official City documents and records, ensuring the proper maintenance, storage, and timely disposal in accordance with State Statutes; attests and seals official documents; certifies documents and records City documents. Maintains the City's public records, including contracts, leases, deeds, agreements, and ordinances and resolutions. Maintains file storage records; retrieves files from storage for City Departments as requested
- Supervises subordinate staff; supervisory duties include instructing; assigning, reviewing and planning work of others such as the preparation and indexing of minutes, the preparation and publication of Commission agenda packets; maintaining standards; and coordinating activities.
- Prepares and monitors City Clerk and City Commission department operating and capital budgets based on established procedures;; monitors and controls revenues and expenditures; procures supplies and equipment within budget allocations.
- Attends and records all City Commission meetings and workshops. Prepares minutes of all City Commission meetings and workshops and maintains official minute books.
- Responds to public records request.
- Supervises and participates in City election administration and activities; prepares and administers oaths of office for elected officials and appointed Advisory Board Members.
- Schedules publication of legal advertisements, issues public notices and performs notary services.
- Coordinates membership for the City's advisory boards and prepares related correspondence.
- Composes, types, copies, files and/or mails various letters of correspondence.
- Participates in modifying City boundaries to include annexed areas and notifies all appropriate entities.
- Responds to public, governmental, managerial and interagency inquiries through written correspondence and verbal communications; investigates and recommends appropriate response to inquiries concerning department personnel and activities.
- Interacts and communicates with the City Manager, City Attorney, City Commission members, Advisory Board Members, committee members, departmental supervisors and employees, co-workers, other government agencies and external organizations, County personnel, elected officials, news media, Chamber of Commerce, and the general public.
- Schedules appointments for Mayor and Commissioners and maintains calendar of City Commission meetings.

- Performs other related duties as assigned.

MATERIAL AND EQUIPMENT USED:

Computer Calculator Fax Machine Recording equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

- Bachelor's Degree in public administration or related field supplemented by;
- Three to five (3-5) years experience in progressively responsible related governmental administrative work (preferably City Clerk or Deputy City Clerk), or;
- A comparable amount of training, education or experience can be substituted for the minimum qualifications.

Licenses and Certifications:

- CMC and AAE designation through International Institute of Municipal Clerks, desired

KNOWLEDGE, SKILLS, AND ABILITIES:

Applicable state, federal and local laws, rules and regulations.

Knowledge of the ordinances, policies and procedures of the City.

Knowledge of archives and records management laws, systems and technology.

Knowledge of election laws.

Computer applications related to the work.

Skill in:

Organizing work, setting priorities, meeting critical deadlines, and following up assignments with a minimum of direction.

Communicating clearly and effectively, both orally and in writing.

Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.

Mental and Physical Abilities to:

Sufficient manual dexterity to allow the use of a keyboard and writing.

Ability to access, input, and retrieve information from a computer, and operate other office equipment.

While performing the essential functions of this job the employee is frequently required to stand, walk, sit, and talk or hear.

Working Conditions:

The incumbent's working conditions are typically quiet.

file: cityclerk

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

CITY OF NEW SMYRNA BEACH
JOB DESCRIPTION

TITLE: CITY MANAGER
DEPARTMENT: CITY MANAGERS OFFICE
REPORTS TO: MAYOR AND CITY COMMISSION
DATE: 5/2009

JOB SUMMARY

Serves as the Chief Executive Officer for the City. Is responsible for implementing the policy and other direction of the City Commission. Directs the day-to-day operation of the City government (including supervision of staff, facilities, budget and finance, project and program implementation and capital improvement efforts) and is responsible for its efficient and effective operation. Serves at the pleasure of the City Commission.

ESSENTIAL JOB FUNCTIONS

The following functions of the City Manager are illustrative, but not necessarily all inclusive.

- Follows the leadership of the Commission and directs the staff in implementing Commission's programs and priorities. Develops goals, objectives, spending plans and programs designed to implement Commission direction. Coordinates staff activities and prioritizes programs within Commission set parameters

- Regularly confers with the individual Commission Members, discussing City business and bringing important matters to their attention. Provides advice and counsel as appropriate.

- Oversees the day-to-day operations of the City including all paid and volunteer staff. Makes the decisions which promote the smooth functioning of the government. Conducts regular staff meetings to review progress, accomplishments, budgets, strategies and plans for the City. Ensures the coordination of efforts of departments to provide inter-departmental cooperation and resolution of organizational problems in achieving the mission of the City.

- Confers with upper management to keep them informed of key issues and progress toward objectives and to gain their support. Makes recommendations to assist management in making needed improvements.

- Ensures that the all City functions within his/her purview comply with all applicable local, state and federal law and regulations.

- Develops long and short-term plans and strategies to improve the City and the quality of life of its residents and businesses.

- Ensures that the City has a strong financial foundation in place (including accounting, budgeting, financial reporting, funds investment, grants and purchasing). Oversees the preparation of the annual budget and five year capital improvement plan. Ensures that departments comply with the Commission-adopted budget.

- Oversees all City contracts and ensures that all terms and conditions are met. Further ensures that all expenditures are properly documented.

- Pro-actively solicits grants and other sources of external financing. Oversees the City=s activities throughout the application, selection and award process. Lobbies on behalf of the City for such funding. Monitors implementation. Ensures all applicable rules and requirements of the funding are properly followed/met and that all necessary documentation is maintained.

- Institutes, documents and monitors standard operating procedures, City policies and practices to insure the proper and consistent functioning of governmental operations.

- Identifies, selects and retains a strong professional management team.

- Oversees the City's personnel system including hiring, training, supervision, evaluation (including all personnel under the direct and indirect supervision of the City Manager), promotion and discipline of City staff. Develops and maintains a performance measurement system to review and evaluate the staff performance, thus holding staff members accountable for their performance.

- Serves as, or designates as necessary, the City's lead person in labor and other negotiations. Oversees and develops estimates of the fiscal impact on the City of proposals. Brings negotiated proposals to the City Commission for final approval.

- Develops mechanisms to communicate with citizens and businesses and to keep them informed of City activities and events that could affect them. Develops mechanisms to respond promptly to needs, requests and complaints from citizens and businesses. .

- Keeps abreast of new trends, technologies and policies in municipal management.

- Manages the collection and maintenance of statistical information necessary to support efficient and effective departmental operations.

- Attends City Commission and other appropriate meetings making presentations and provides input as necessary.

- Represents the City at various functions and with respect to individuals and groups representing residents, businesses, developers, civic and business associations, members of the press, other governmental entities and outside agencies as appropriate. Works with, in particular, the City of NSB Utilities Commissioner and the legal department to keep them informed on key issues and progress of City programs.

- Performs any and all other tasks necessary for the successful operation of the City.

MATERIAL AND EQUIPMENT USED

Standard office equipment such as a personal computer, cell phone, calculator and fax machine.

MINIMUM REQUIREMENTS

Education and Experience

Master's degree from an accredited university or college in Public Administration or related field; and six or more years of progressively responsible management experience in municipal management; or any combination of education, training and experience, which provides the required knowledge, sills and abilities to perform the essential functions of the job. .

Licenses and Certifications:

ICMA Credentialed Manager status preferred but not required.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

Principles and practices of public administration and municipal governmental operations.

Municipal budgeting procedures and multi-funded financial operations.
Administrative principles and practices, including goal setting and program budget development and implementation.

Administration of staff and activities, either directly or through subordinate supervision.

City codes and administrative practices and of state and federal laws relating to municipal administration.

Modern management practices and technologies.

Computer applications related to the work.

Skill in:

Organizing and planning work of the manager but also the work of others. Setting priorities, delegating and making assignments, meeting deadlines, and following up on assignments, reviewing and evaluating staff output and taking the actions necessary to insure staff produces a product of the highest caliber.

Applying logical thinking to solve problems or accomplish tasks;

Understanding, interpreting and communicating complicated material to all members of the City government.

Selecting and motivating staff and providing for their training and professional development.

Researching, compiling and summarizing a variety of information and statistical data and materials.

Communicate effectively orally and in writing.

Mental and Physical Abilities:

Speak effectively before groups of employees, elected officials and the public and to respond to questions.

Read, analyze and interpret government law and regulations and technical materials appropriate to the job.

Define problems, collect information, establish facts and draw valid conclusions.

Sit in a chair and to operate a personal computer with a video display screen for extended periods.

To operate standard office computer software programs (such as those making up Microsoft Office).

20/20 vision (with or without correction) and sufficient hearing and speech to be able to answer a telephone and respond to inquiries.

Communicate effectively orally (using speech, hearing and vision skills).

Lift and move boxes weighing up to 20 pounds.

Working Conditions:

The incumbent's working conditions are typically quiet.

Disclaimer: This job description is not intended to be a contract for employment and the employer reserve the right to make any necessary revisions to the job description at any time.

This position is part of the City's Emergency Management Team and, as such, shall be expected to perform all duties that are assigned during an emergency management operation. Any additional compensation, above the normal weekly salary shall be outlined by the City Manager in the City's Emergency Management Activation and Emergency Declaration. Failure to appear to perform emergency management assignment and to work assigned shifts as scheduled by the City's Emergency Management Director or individuals designated by the City Manager to assign such functions will result in disciplinary action up to and including termination.

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.

Acknowledgement of receipt of Job Description

_____

Employee Name Printed Employee Signature

_____

Date

Sec. 4.03. - City attorney.

Sec. 4.03(a). Duties. The city attorney shall serve as chief legal adviser to the city commission, the city manager, the city clerk, and all city departments, offices and agencies, excluding the utilities commission who shall have independent representation; shall represent the city in all legal proceedings and shall perform any other duties prescribed by state law, by this charter, or by ordinance. The city commission may authorize the city attorney to employ assistant city attorneys or engage outside counsel whenever it is deemed necessary or expedient to employ such additional counsel, and such attorneys are to be selected by the city attorney and their compensation shall be fixed and determined by the city commission.

Sec. 4.03(b). Qualifications. The city attorney shall be a practicing attorney, a member in good standing of the Florida Bar, admitted to and have authority to practice in the courts of the State of Florida, and have experience in local government law.

ADDENDUM TO CITY CLERK EMPLOYMENT AGREEMENT

THIS ADDENDUM TO AGREEMENT, made and entered into this 12 day of May, 2022, by and between the City of New Smyrna Beach, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "CITY"), and Kelly McQuillen (hereinafter referred to as "APPOINTEE"), both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, APPOINTEE has competently and effectively performed the duties of City Clerk since her appointment on November 12, 2019; and

WHEREAS, the CITY desires to continue to retain the services of APPOINTEE as City Clerk of the City of New Smyrna Beach; and

WHEREAS, it is the desire of the CITY to amend the provisions of the existing Employment Agreement related to termination without cause; and

WHEREAS, on May 10, 2022, the City Commission approved a super-majority requirement for any termination without cause for the three Charter Officers, effectively immediately.

NOW THEREFORE, the parties hereto agree that Subsection A of Section 11, TERMINATION, of the Employment Agreement shall be amended to read as follows:

> It is understood and agreed that this City Clerk Employment Agreement may be terminated by the City Commission at any time, with or without notice, for cause as determined by the affirmative votes of a majority of the members of the entire City Commission, or without cause by a super-majority vote of the entire City Commission as established by the City Charter, at a meeting of the City Commission. In the event of such termination, the City agrees to pay the City Clerk in accordance with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Addendum to be approved by its City Commission and to be executed by its Mayor and duly attested by its City Manager, and the APPOINTEE has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By:_____
Khalid Resheidat, City Manager

CITY OF NEW SMYRNA BEACH

By:_____
Russ Owen, Mayor

Kelly McQuillen, City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Russ Owen and Khalid Resheidat, Mayor and City Manager of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Manager, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Addendum to Employment Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 24 day of May, 2022.

(Seal)

Sharon Taylor-Harding
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG968480
Expires 3/11/2024

Notary Public
My Commission Expires: 3/11/2024

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Kelly McQuillen who acknowledged that she signed the foregoing Addendum to Employment Agreement on the date and year herein written.

WITNESS my hand and official seal this 12 day of May, 2022.

(Seal)

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
My Commission Expires: 2/25/25

CITY CLERK EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective as of November 12, 2019 ("Effective Date"), by and between THE CITY OF NEW SMYRNA BEACH, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "City"), and KELLY MCQUILLEN (hereinafter referred to as "McQuillen" or "City Clerk"), both of whom understand as follows:

RECITALS

WHEREAS, the City desires to employ Kelly McQuillen in accordance with Chapter 5, Section 55, of the City Charter of the City of New Smyrna Beach; and

WHEREAS, pursuant to the City Charter and Code of Ordinances, the City Clerk serves at the pleasure of the City Commission and shall receive such compensation as the City Commission establishes; and

WHEREAS, it is the intent of the parties to set forth in this written contract the terms and conditions of the City Clerk's employment; and

WHEREAS, McQuillen is agreeable to performing the duties of City Clerk under the terms and conditions of this Agreement.

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

1. TERM OF EMPLOYMENT. Under the terms of this agreement, the City of New Smyrna Beach offers, and Kelly McQuillen accepts, employment as City Clerk of the City. This agreement shall commence November 12, 2019, and shall continue until terminated as provided herein.

2. DEFINITIONS. For purposes of this Agreement, when the term "City Commission" is used, it shall mean a majority of the members of the entire City Commission, as established by the City Charter.

3. DUTIES. McQuillen shall be the custodian of the records of the municipal government and perform those duties as set forth in the City Charter and City Code, as well as any other legally permissible and proper duties and functions appropriate to and consistent with the professional role and responsibilities of City Clerk as the City Commission may assign, including the following:

A. Direct the work of all employees within the Office of the City Clerk.

B. Recommend to the City Commission, as appropriate, adoption of such measures as the City Clerk may deem necessary or expedient for the improvement of services.

C. Evaluate practices that may result in greater operational effectiveness or economy in City government, and develop and recommend to the City Commission long range plans to improve City operations.

D. Provide for development and training as necessary to insure the highest standards of municipal clerk practices.

E. City Clerk shall act in the City's best interests at all times and perform the City Clerk duties in a competent and professional manner. Furthermore, the City Clerk shall endeavor at all times to exercise the highest degree of integrity, committing to comply with the Florida Association of City Clerks Code of Ethics, and shall not engage in any conduct or activities, on or off duty, that reflect discredit or bring disrepute on the City.

F. City Clerk is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the position of City Clerk.

4. DEDICATION TO CITY BUSINESS. The City Clerk position is a full-time position. Therefore, the City Clerk shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with the performance of the City Clerk duties, without written prior approval by the City Commission.

5. HOURS OF WORK. Generally, the City Clerk's work schedule is consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations of the City Clerk, including being available to attend all necessary meetings during evenings and weekends. In recognition of the substantial amount of time the City Clerk must devote outside of normal office hours to the business of the City, it is agreed that the City Clerk does not have a fixed schedule and may adjust her hours as the City Clerk reasonably determines appropriate during said normal office hours.

6. COMPENSATION. For the services to be provided pursuant to this Agreement, City Clerk shall receive the following compensation:

A. Salary. The City Clerk shall be paid an annual base salary of $73,000, payable in installments at the same time as employees of the City are paid. Thereafter, City Clerk shall receive any general pay plan adjustments that may be applicable to non-bargaining unit employees of the City.

B. Retirement. City agrees to contribute an amount equal to 10% of the City Clerk's salary into a retirement account of the City Clerk's choosing through the fiscal year ending September 30, 2020. In addition, the City shall contribute an amount equal to an additional 1% of the City Clerk's salary during fiscal year 2020-2021. Thereafter, this contribution shall increase by 1% each fiscal year, up to a maximum of a 14% contribution, which shall continue throughout the duration of the contract. The contributions shall be divided into equal installments each pay period.

C. Automobile. The City shall pay the City Clerk an automobile allowance of $150 per month. This automobile allowance shall cover all of Clerk's travel within a 100-mile radius of the City. The City Clerk shall be fully responsible for payment of liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repairs and replacement of said automobile. For any travel beyond a 100-mile radius of the City, the City Clerk shall be paid at the standard reimbursement rates applicable to all City employees.

D. Health Insurance. City agrees to provide hospitalization, surgical, and comprehensive medical and dental insurance for City Clerk and her dependents, on the plans of City Clerk's choosing, under the terms and conditions provided employees under the City Group Health Plan, and to pay the premiums thereon.

E. Personal Leave. City Clerk shall receive 192 hours of personal leave each year. City Clerk is entitled to the same paid holidays as the general City staff. Upon termination of the contract, either voluntarily or involuntarily, City Clerk shall be entitled to a payout of any accrued personal leave at the exit salary rate, but in no event shall such payout exceed 384 hours of personal leave.

F. Disability Income Protection. The City agrees to provide Disability Income Protection insurance for the City Clerk and to pay premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the City's Group Benefits Plan.

G. Life Insurance. The City agrees to provide life insurance for the City Clerk and to pay the premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the City's Group Benefits plan.

7. PROFESSIONAL DEVELOPMENT. The City agrees to pay the reasonable professional dues, subscriptions, registrations, and travel expenses of the City Clerk necessary for the continuation and participation as a member in national, state, regional, and local professional associations and organizations necessary and desirable for continued professional development.

8. ANNUAL PERFORMANCE EVALUATION. Each year, prior to April 1, the City shall review the City Clerk's performance. The annual performance evaluation will include the preparation of a written evaluation by each City Commissioner, which will be reviewed individually with the City Clerk. A summary of the written evaluations will be prepared by the Human Resources Director for distribution to the City Commission. The annual performance evaluation may serve as a basis for a merit increase to City Clerk's compensation, in the sole discretion of the City.

9. PERSONNEL POLICIES AND PROCEDURES. City Clerk agrees she will be bound by the General Policies of Sections III and IX of the City of New Smyrna Beach Personnel Policies and Procedures, despite the language stating she is exempt located in Section I, Subsection B.

10. RESIGNATION. Notwithstanding anything to the contrary stated herein, during the term of this Agreement, City Clerk may, upon giving the City 60 days advance written notice, resign her position. If the City Clerk resigns from employment, City Clerk shall not be entitled to any additional compensation or payment, including severance, but shall be entitled only to any accrued salary or benefits as detailed in this Agreement.

11. TERMINATION.

A. It is understood and agreed that this City Clerk Employment Agreement may be terminated by the City Commission at any time, with or without notice, as determined by the affirmative votes of a majority of the members of the entire City Commission, as established by the City Charter, at a meeting of the City Commission. In the event of such termination, the City agrees to pay the City Clerk in accordance with the terms and conditions of this Agreement.

B. In the event the City Clerk is terminated without cause prior to November 11, 2024, the City agrees to pay a lump sum benefit equal to 20 weeks of Compensation as provided in Section 6 of this Agreement after the City Clerk's execution of a General Release Agreement. The severance payment shall decrease by four weeks for each subsequent year of the contract through November 11, 2028.

C. In the event City Clerk is terminated for cause, or without cause on or after November 12, 2028, the City shall have no obligation to pay any severance to the City Clerk.

For cause shall be defined as one of the following:

(1) A material breach of the terms of this agreement; or

(2) Conviction of, or plea of guilty or nolo contender to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the City Clerk's reputation; or

(3) Proven failure of the City Clerk to observe or perform any of City Clerk's duties and obligations, if that failure continues for a period of thirty (30) business days from the date of City Clerk's receipt of notice from the City Commission specifying the acts or omissions deemed to amount to that failure; or

(4) Conviction of any crime involving an "abuse of office or position"; or

(5) Repeated failure to carry out a directive or directives of the City Commission made by the City Commission at a properly noticed public meeting; or

(6) Any grossly negligent action or inaction by City Clerk that materially and adversely (a) impedes or disrupts the operations of the City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates the City's rules or procedures; or

(7) Conduct unbecoming of the position of City Clerk or likely to bring discredit or embarrassment to the City.

D. If, during the Term of this Agreement, the City Clerk dies, the City Clerk's estate shall receive any accrued salary and benefits, but shall not be entitled to any additional compensation or payment, including severance.

E. In the event City Clerk is permanently disabled or is otherwise unable to perform the duties of her position due to sickness, accident, injury, or mental incapacity for a period of six (6) consecutive months, the City Commission may terminate the City Clerk's employment and this Agreement. City Clerk shall receive any accrued salary and benefits, but shall not be entitled to additional compensation or payment, including severance.

12. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Agreement between the parties. Any and all negotiations, statements, or other representations between the parties, either oral or written, or express or implied, are suspended and merged herein. Any amendments to this Agreement shall be in writing and shall become effective only upon approval of and execution by the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Clerk.

C. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Agreement to be approved by its City Commission and to be executed by its Mayor and duly attested by its City Manager, and the City Clerk has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By: _____
Khalid Resheidat, City Manager

CITY OF NEW SMYRNA BEACH

By: _____
Russ Owen, Mayor

_____
Kelly McQuillen

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Russ Owen and Khalid Resheidat, Mayor and City Manager of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Manager, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Employment Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 10 day of December, 2019.

(Seal)



Notary Public
My Commission Expires: 2/25/21

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Kelly McQuillen who acknowledged that she signed the foregoing Employment Agreement on the date and year herein written.

WITNESS my hand and official seal this 12th day of November, 2019.

(Seal)



Notary Public
My Commission Expires: 8/28/22

ADDENDUM TO RETAINER AGREEMENT

THIS ADDENDUM, made and entered into this _____ day of March, 2021, by and between the City of New Smyrna Beach, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "CITY"), and Carrie Avallone (hereinafter referred to as "APPOINTEE"), both of whom understand as follows:

W I T N E S S E T H:

WHEREAS, APPOINTEE has competently and effectively performed the duties of City Attorney since her appointment on January 7, 2018; and

WHEREAS, the CITY desires to continue to retain the services of APPOINTEE as City Attorney of the City of New Smyrna Beach, as provided by law; and

WHEREAS, it is the desire of the CITY to provide additional benefits to said APPOINTEE; and

WHEREAS, on March 9, 2021, the City Commission unanimously approved a two percent increase to the APPOINTEE's Retirement Contribution effective July 1, 2021.

NOW THEREFORE, the parties hereto agree that Section II, Compensation, C. Retirement Contribution is amended to read as follows:

C. Retirement Contribution

Each year, the CITY shall contribute to a retirement account of the APPOINTEE pursuant to 26 U.S.C. §401(a) in an amount equal to 20% of the sum of APPOINTEE's annual base salary, any personal leave cashed in, and automobile allowance.

Beginning July 1, 2021, the CITY shall contribute to a retirement account of the APPOINTEE pursuant to 26 U.S.C. §401(a) in an amount equal to 22% of the sum of APPOINTEE's annual base salary, any personal leave cashed in, and automobile allowance is contributed.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Addendum to be approved unanimously by its City Commission and to be executed by its Mayor and duly attested by its City Clerk, and the APPOINTEE has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By:_____
Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

By:_____
Russ Owen, Mayor

_____
Carrie Avallone

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Russ Owen and Kelly McQuillen, Mayor and City Clerk of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Addendum to Retainer Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this _____ day of March, 2021.

_____
Notary Public

(SEAL) My Commission Expires:

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Carrie Avallone who acknowledged that she signed the foregoing Addendum to Retainer Agreement on the date and year herein written.

WITNESS my hand and official seal this _____ day of March, 2021.

_____
Notary Public

(SEAL) My Commission Expires:

CITY MANAGER EMPLOYMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into and is effective as of June 25, 2024 ("Effective Date"), by and between THE CITY OF NEW SMYRNA BEACH, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "City"), and KEVIN COWPER (hereinafter referred to as "Cowper" or "City Manager"), both of whom understand as follows:

RECITALS

WHEREAS, the City desires to employ Kevin Cowper as the City Manager in accordance with Chapter 4, Section 28, of the City Charter of the City of New Smyrna Beach; and

WHEREAS, pursuant to Article IV, Sections 4.01 and 4.02, City Charter, the City Manager serves at the pleasure of the City Commission and shall receive such compensation as the City Commission establishes; and

WHEREAS, it is the intent of the parties to set forth in this written contract the terms and conditions of the City Manager's employment; and

WHEREAS, Cowper is agreeable to performing the duties of City Manager under the terms and conditions of this Agreement.

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

1. TERM OF EMPLOYMENT. Under the terms of this Agreement, the City of New Smyrna Beach offers, and Kevin Cowper accepts, employment as City Manager of the City, beginning no later than August 5, 2024.

2. DUTIES. Cowper shall be the administrative head of the municipal government and perform those duties as set forth in the City Charter and City Code, as well as any other legally permissible and proper duties and functions appropriate to and consistent with the professional role and responsibilities of City Manager as the City Commission may assign, including the following:

A. See that the laws and ordinances are enforced.

B. Appoint and remove all subordinate officers and employees of the City; provided, however, that the removal of any and all employees that are covered by the merit plan shall be subject to appeal as provided by the merit plan of the City.

C. Exercise, control and direct supervision over all departments and divisions of the municipal government under this Charter, or which may hereafter be created by the City Commission, except for the offices of City Attorney, City Clerk, boards, commissions, and authorities.

D. See that all terms and conditions imposed in favor of the City or its inhabitants in any public utility franchise are faithfully kept and performed; and upon knowledge of any violation thereof, to call the same to the attention of the City Attorney.

E. Attend all meetings of the City Commission with the right to take part in discussions without having a vote.

F. Recommend to the City Commission for adoption such measures as the manager may deem necessary or expedient in the interest of the city.

G. Keep the City Commission fully advised as to the financial condition and future needs of the City; prepare and submit the annual budget and capital program to the City Commission; and, implement the final budget approved by the commission to achieve the goals of the City.

H. Submit to the City Commission and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year.

I. Make such other reports as the City Commission may require concerning operations.

J. Assist the City Commission to develop long term goals for the City and strategies to implement these goals.

K. Promote partnerships among the commission, staff, and residents in developing public policy and building a sense of community.

L. Perform such other duties as may be prescribed under this act or as may be required of the City Manager by ordinance or a resolution or motion of the City Commission.

M. Evaluate administrative practices that may result in greater operational effectiveness or economy in City government, develop and recommend to the City Commission long range plans to improve City operations, and prepare for the City's development.

N. Provide for management, development and training, and develop leadership qualities as necessary to insure the highest standards of managerial practices.

O. City Manager shall act in the City's best interests at all times and perform the City Manager duties in a competent and professional manner. Furthermore, as the City's highest officer, the City Manager shall endeavor at all times to exercise the highest degree of integrity, committing to comply with the International City/County Managers Association Code of Ethics, and shall not engage in any conduct or activities, on or off duty, that reflect discredit or bring disrepute on the City or impair the efficient and effective operation.

P. City Manager is exempt from the overtime provisions of the Fair Labor and Standards Act, as amended, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the position of City Manager.

3. DEDICATION TO CITY BUSINESS. The City Manager position is a full-time position. Therefore, the City Manager shall not engage in any outside business, educational, professional, charitable, or other activities, whether for compensation or otherwise, that would conflict or materially interfere with the performance of the City Manager duties, without written prior approval by the City Commission.

4. HOURS OF WORK. Generally, the City Manager's work schedule is consistent with the normal business hours adopted by the City and those necessary to fulfill the obligations of the City Manager, including being available to attend all necessary meetings during evenings and weekends. In recognition of the substantial amount of time the City Manager must devote outside of normal office hours to the business of the City, it is agreed that the City Manager does not have a fixed schedule and may take time off as the City Manager reasonably determines appropriate during said normal office hours.

5. COMPENSATION. For the services to be provided pursuant to this Agreement, City Manager shall receive the following compensation:

A. Salary. The City Manager shall be paid an annual base salary of $190,000, payable in installments at the same time as employees of the City are paid. Thereafter, City Manager shall receive any general across the board pay plan adjustments that may be applicable to non-bargaining unit employees of the City as approved in the City's Annual Budget.

B. Retirement. The City will contribute 13% of Manager's base pay in his 401(a) Retirement Plan. Manager shall be vested in the retirement plan upon commencement of his employment. Manager may defer additional income into his 457 Deferred Compensation Retirement Plan, up to IRS maximum levels. If Manager chooses to participate in the 457 plan, the City will match, up to 2% of Cowper's base wage, any of Manager's contributions into the 457 Deferred Compensation Retirement Plan. Such match shall be deposited into Manager's 401(a) Retirement Plan. It is noted that the City also participates in the Federal Social Security System with associated Employee and Employer required contributions.

C. Automobile. The City shall pay the City Manager an automobile allowance of $750 per month. This automobile allowance shall cover all of City Manager's travel within a 100-mile radius of the City. The City Manager shall be fully responsible for payment of liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repairs and replacement of said automobile. For any travel beyond a 100-mile radius of the City, the City Manager shall be paid at the standard reimbursement rates applicable to all City employees.

D. Health Insurance. City agrees to provide hospitalization, surgical, and comprehensive medical, vision, and dental insurance for City Manager and his dependents, on the plans of

City Manager's choosing, under the terms and conditions provided employees under the City Group Health Plan, and to pay the premiums thereon.

E. Personal Leave. City Manager is entitled to the same paid holidays as the general City staff. In addition, City Manager shall receive 80 hours of personal leave and one floating holiday upon commencement of employment. On October 1, 2024, Manager shall receive 206 hours of personal leave, and four floating holidays. Thereafter, at the start of each fiscal year, Manager shall receive six additional hours of personal leave in addition to his previous year's allocation, subject to a maximum allocation of 320 hours, and four floating holidays. Maximum carry over of personal leave is 880 hours per fiscal year. Upon termination of the Employment Agreement, either voluntarily or involuntarily, Manager shall be entitled to a payout of any accrued personal leave at the exit salary rate, but in no event shall such payout exceed 880 hours of personal leave.

F. Disability Income Protection. The City agrees to provide Short and Long-Term Disability Income Protection insurance for the City Manager and to pay premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the City's Group Benefits Plan.

G. Life Insurance. The City agrees to provide life insurance for the City Manager and to pay the premiums thereon in such amounts and under such terms as may be provided to other managerial positions under the City's Group Benefits plan. Currently, life insurance is in an amount equal to annual base salary, with a maximum cap of $200,000.

6. HOUSING RELOCATION.

A. Residence. Manager must establish his residence within the corporate boundaries of the City of New Smyrna Beach within six (6) months of commencement of employment and must consistently maintain residency in New Smyrna Beach while serving as the City Manager.

B. Reimbursement of Costs for Moving Household: The City shall pay the relocation costs associated with moving Manager's household from Dothan, Alabama to within the corporate boundaries of the City of New Smyrna Beach. The City agrees to reimburse Manager for the actual cost of the following items associated with his relocation, up to a total amount not to exceed $20,000, based on receipts or other proof of payment:

(1) Moving Household Items. Packing, transportation, storage, and the costs of moving household goods from current housing to new temporary and/or permanent housing in New Smyrna Beach.

(2) Lodging & Meals. Actual lodging expenses and the City's standard per diem amount for meals for Manager and his spouse, while traveling to New Smyrna Beach to locate housing and relocate.

(3) Transportation. Transportation expenses incurred by Manager and his spouse, while traveling to New Smyrna Beach to locate housing and relocate at the current IRS mileage rate.

C. Repayment. In the event Manager voluntarily resigns his position prior to August 5, 2027, Manager shall be obligated to repay any housing relocation costs reimbursed by the City to the Manager pursuant to this Section. Repayment shall be on a pro rata basis based on duration of employment and reimbursement may be withheld from any payouts that Manager may be due by the City at the time of resignation.

7. LAPTOP, CELL PHONE, AND IPAD. The City will provide Manager with a laptop, cell phone, and iPad to perform business work.

8. PROFESSIONAL DEVELOPMENT. The City agrees to pay the reasonable professional dues, subscriptions, registrations, and travel expenses of the City Manager necessary for the continuation and participation as a member in national, state, regional, and local professional associations and organizations necessary and desirable for continued professional development.

9. INITIAL AND ANNUAL PERFORMANCE EVALUATION. Prior to March 1, 2025, the City shall conduct a six-month performance review of the City Manager's performance. At such time, Manager shall be eligible for a merit increase in compensation. Thereafter, an annual performance evaluation of the Manager shall be conducted prior to each April5. The initial and annual performance evaluation will include the preparation of a written evaluation by each City Commissioner, which will be reviewed individually with the City Manager. A summary of the written evaluations will be prepared by the Human Resources Director for distribution to the City Commission. The annual performance evaluation may serve as a basis for a merit increase to City Manager's compensation, in the sole discretion of the City.

10. PERSONNEL POLICIES AND PROCEDURES. City Manager agrees he will be bound by the General Policies of Sections III and IX of the City of New Smyrna Beach Personnel Policies and Procedures, despite the language stating he is exempt in Section I.

11. RESIGNATION. Notwithstanding anything to the contrary stated herein, during the term of this Agreement, City Manager may, upon giving the City 60 days advance written notice, resign his position. If the City Manager resigns from employment, City Manager shall not be entitled to any additional compensation or payment, including severance, but shall be entitled only to any accrued salary or benefits.

12. TERMINATION.

A. The City Manager Employment Agreement may be terminated by the City, with or without cause, at a public meeting of the City Commission, as more particularly described herein.

B. In the event the City Manager Employment Agreement is terminated for cause, the City shall have no obligation to pay any severance to Manager. Termination with cause shall require a majority vote of the City Commission.

For cause shall be defined as one of the following:

(1) A material breach of the terms of this Agreement; or

(2) Conviction of, or plea of guilty or nolo contender to any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Manager's reputation; or

(3) Proven failure of the Manager to observe or perform any of Manager's duties and obligations, if that failure continues for a period of thirty (30) business days from the date of Manager's receipt of notice from the City Commission specifying the acts or omissions deemed to amount to that failure; or

(4) Conviction of any crime involving an "abuse of office or position"; or

(5) Repeated failure to carry out a directive or directives of the City Commission made by the City Commission at a properly noticed public meeting; or

(6) Any grossly negligent action or inaction by City Manager that materially and adversely (a) impedes or disrupts the operations of the City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates the City's rules or procedures; or

(7) Conduct unbecoming of the position of City Manager or likely to bring discredit or embarrassment to the City.

C. In the event the City Manager is terminated without cause, the City agrees to pay a lump sum benefit equal to 20 weeks of Compensation as set forth in Section 5 of this Agreement, after the City Manager's execution of a General Release Agreement. Termination without cause shall require a super-majority vote of the City Commission.

D. If, during the term of this Agreement, the City Manager dies, the City Manager's estate shall receive any accrued salary and benefits, but shall not be entitled to any additional compensation or payment, including severance.

E. In the event City Manager is permanently disabled or is otherwise unable to perform the duties of his position due to sickness, accident, injury, or mental incapacity for a period of six (6) consecutive months, the City Commission may terminate the City Manager's employment and this Agreement. City Manager shall receive any accrued salary and benefits, but shall not be entitled to additional compensation or payment, including severance.

13. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Agreement between the parties. Any and all negotiations, statements, or other representations between the parties, either oral or written, or express or implied, are suspended and superseded by this Agreement. Any amendments to this Agreement shall be in writing and shall become effective only upon approval of and execution by the parties.,

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of City Manager.

C. If any provision or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Agreement to be approved by its City Commission and to be executed by its Mayor and duly attested by its City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the date and year first above written.

ATTEST:

By: _____
Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

_____
Kevin Cowper

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Fred E. Cleveland and Kelly McQuillen, Mayor and City Clerk of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Clerk, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Employment Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 27 day of June, 2024.

(Seal)

SHARON TAYLOR-HARDING
Notary Public
State of Florida
Comm# HH482053
Expires 3/11/2028

_____
Notary Public
My Commission Expires:

STATE OF ~~FLORIDA~~ Alabama

COUNTY OF ~~VOLUSIA~~ Houston

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Kevin Cowper who acknowledged that he signed the foregoing Employment Agreement on the date and year herein written.

WITNESS my hand and official seal this 25th day of June, 2024.

(Seal)

AMY HICKS
NOTARY
PUBLIC
ALABAMA STATE AT LARGE
MY COMM EXP. 03-27-2027

_____
Notary Public
My Commission Expires: 3/27/27

SECOND ADDENDUM TO CITY CLERK EMPLOYMENT AGREEMENT

THIS SECOND ADDENDUM TO AGREEMENT, made and entered into this 4th day of October, 2023, by and between the City of New Smyrna Beach, a municipal corporation organized pursuant to the laws of the State of Florida (hereinafter referred to as the "CITY"), and Kelly McQuillen (hereinafter referred to as "APPOINTEE"), both of whom understand as follows:

WITNESSETH:

WHEREAS, APPOINTEE has competently and effectively performed the duties of City Clerk since her appointment on November 12, 2019; and

WHEREAS, the CITY desires to continue to retain the services of APPOINTEE as City Clerk of the City of New Smyrna Beach; and

WHEREAS, it is the desire of the CITY to amend the provisions of the existing City Clerk Employment Agreement for consistency with the recent revisions to the Personnel Policies and Procedures related to personal leave and accrual rates; and

WHEREAS, on October 10, 2023, the City Commission approved the changes to Personal Leave section of the City Clerk Employment Agreement, effective retroactively to October 1, 2023.

NOW THEREFORE, the parties hereto agree that Subsection E of Section 6, COMPENSATION, of the Employment Agreement shall be amended to read as follows:

> E. Personal Leave. ~~City Clerk shall receive 192 hours of personal leave each year. City Clerk is entitled to the same paid holidays as the general City staff. Upon termination of the contract, either voluntarily or involuntarily, City Clerk shall be entitled to a payout of any accrued personal leave at the exist salary rate, but in no event shall such payout exceed 384 hours of personal leave.~~
>
> 1. APPOINTEE shall receive, accrue and utilize personal leave annually in accordance with the CITY's Personnel Policies and Procedures for managerial employees. APPOINTEE is entitled to the same paid holidays as the general CITY staff.
>
> 2. In the event APPOINTEE's employment is terminated, either voluntarily or involuntarily, APPOINTEE shall be entitled to receive compensation for any personal leave accrued at the exit salary rate, not to exceed any maximum payout levels established in the Personnel Policies and Procedures for managerial employees.

IN WITNESS WHEREOF, the City of New Smyrna Beach has caused this Second Addendum to be approved by its City Commission and to be executed by its Mayor and duly attested by its City Manager, and the APPOINTEE has signed and executed this Agreement, the date and year first above written.

ATTEST:

By: _____
Khalid Resheidat, City Manager

CITY OF NEW SMYRNA BEACH

By: _____
Fred E. Cleveland, Mayor

_____
Kelly McQuillen, City Clerk

STATE OF FLORIDA

COUNTY OF VOLUSIA

BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Fred E. Cleveland and Khalid Resheidat, Mayor and City Manager of the City of New Smyrna Beach, respectively, who acknowledged that as such Mayor and City Manager, and for and on behalf of the City of New Smyrna Beach, each signed the foregoing Addendum to Employment Agreement on the date and year herein written, pursuant to authority of the City Commission of the City of New Smyrna Beach, Florida.

WITNESS my hand and official seal this 11 day of October, 2023.

(Seal)

TAMMY M. KOSOROK
Commission # HH 056990
Expires February 25, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
My Commission Expires:

STATE OF FLORIDA

COUNTY OF VOLUSIA

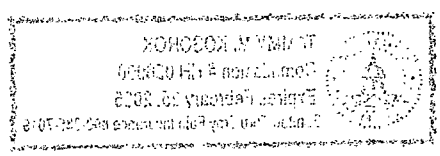
BEFORE ME, the undersigned authority duly authorized by law to administer oaths and take acknowledgements, did appear Kelly McQuillen who acknowledged that she signed the foregoing Addendum to Employment Agreement on the date and year herein written.

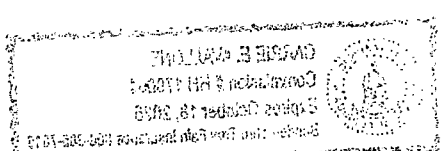
WITNESS my hand and official seal this 4th day of October, 2023.

(Seal)

CARRIE E. AVALLONE
Commission # HH 179064
Expires October 18, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public
My Commission Expires:





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

ORDINANCE NO. 53-24: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD AMEND THE CITY CODE TO REQUIRE BUSINESS IMPACT ESTIMATES FOR CERTAIN MUNICIPAL ORDINANCES.

September 24, 2024

Background:

The State recently adopted legislation requiring municipalities to produce business impact estimates for certain types of ordinances and to publish them on the City website. The State did provide for a number of exemptions to the requirement for a business impact estimate, including any municipal ordinances necessary for compliance with Federal or State law, issuance or refinancing of debt, budget related items, implementing a grant, implementing an emergency ordinance, ordinances related to procurement, and ordinances that relate to specific statutes relating to land development, community development districts, the Florida Building Code, or Florida Fire Prevention Code. Rezonings, comprehensive plan amendments, and other development orders that are not initiated by the City are also included in the list of exemptions.

Attached is a Business Impact Estimate form that the city will use going forward. Failure to comply with this new Florida Statute could expose the City to a lawsuit challenging the ordinance, and attorney's fees and costs in the event of successful litigation.

The City may decide to implement a processing fee in the future for the estimates, but at this time the fee is undetermined as it is unknown how many ordinances this will affect, how much time it will take to prepare, and whether a consultant will be necessary. At this point in time, it is anticipated that this legislation will be of minimal impact to the City.

Findings:

The City Attorney recommends approval of the ordinance in order to be in compliance with Florida Statute 166.041(4). No business impact statement is required of this ordinance.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Business-Impact-Estimate-Form.pdf
Ord 53-24 Business Impact Estimates.pdf

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of New Smyrna Beach website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

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):

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.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

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.*).

ORDINANCE NO. 53-24

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH CODE OF ORDINANCES; AMENDING CHAPTER 1, GENERAL PROVISIONS, TO ADD SECTION 1-16, BUSINESS IMPACT ESTIMATES; IMPLEMENTING THE STATE'S STATUTORY MANDATE TO PREPARE BUSINESS IMPACT ESTIMATES PRIOR TO THE ADOPTION OF PROPOSED ORDINANCES PURSUANT TO SECTION 166.041(4), FLORIDA STATUTES; ADOPTING BUSINESS IMPACT ESTIMATE PROCEDURES, REQUIREMENTS AND EXEMPTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has been conferred broad legislative powers to enact ordinances to perform governmental functions and exercise power to promote the health, welfare, safety, and quality of life of a local government's residents by both the Florida Constitution and the Florida Legislature; and

WHEREAS, the procedures for adopting municipal ordinances are set forth in Section 166.041, Florida Statutes; and

WHEREAS, the Florida Constitution grants cities broad authority to take actions furthering citizens' health, welfare, safety, and quality of life called "home rule," and this authority includes legislative powers to enact local laws; and

WHEREAS, Florida cities have those governmental, corporate, and proprietary powers that enable them to conduct municipal government, perform their functions and provide municipal services, and exercise any power for municipal purposes, except as otherwise provided by law; and

WHEREAS, these home rule powers have been liberally construed when reviewed by courts; and

WHEREAS, this broad home rule authority is limited by two guideposts: preemption, where a higher level of government such as the State has already legislated on a topic, and standards of reasonableness; and

WHEREAS, a municipal ordinance can be declared invalid on the grounds that it is inconsistent with the Florida Constitution or Florida Statutes, and inconsistency may be found where a city ordinance is either preempted by or in conflict with the Florida Constitution or Florida Statutes; and

WHEREAS, a municipal ordinance can also be declared invalid on the grounds that it is arbitrary or unreasonable, meaning that it has no legitimate governmental interest, and city ordinances are presumed valid by courts reviewing them, and the burden falls on the challenger to establish the ordinance's arbitrary or unreasonable nature; and

WHEREAS, municipal ordinances adopted in Florida may be subject to local challenge based upon failure to produce a "business impact estimate"; and

WHEREAS, if a court invalidates an ordinance, this ruling may result in imposition of attorneys' fees against a city if an ordinance is later determined to be arbitrary or unreasonable; and

WHEREAS, the Florida Legislature also adopted a statutory mandate that cities produce a "business impact estimate" prior to passing an ordinance, subject to certain exemptions and exceptions; and

WHEREAS, the statute (Chapter 2023-309, Laws of Florida, codified as Section 166.041(4), Florida Statutes) mandates that the estimate must be published on the city's website and include certain information, such as the proposed ordinance's purpose, estimated economic impact on businesses, and compliance costs; and

WHEREAS, this unfunded state mandate also imposes certain conditions on lawsuits brought by any party to challenge the legal validity of local ordinances as preempted by state law, arbitrary, or unreasonable; and

WHEREAS, the state has created a number of exemptions for certain specified ordinances, including:

- Ordinances required to comply with federal or state laws or regulations;
- Ordinances relating to the issuance or refinancing of debt;
- Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- Ordinances required to implement a contract or agreement, including grants or financial assistance;
- Emergency ordinances;
- Ordinances relating to procurement; or
- Ordinances enacted to implement the following:

- Development orders and development agreements, and development permits, as those terms are defined in section 163.3164 and development agreements, as authorized by the Florida Local Development Agreement Act under sections 163.3220-163.3243;
- Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of New Smyrna Beach;
- Sections 190.005 and 190.046 (CDDs);
- Section 553.73, relating to the Florida Building Code; or
- Section 633.202, relating to the Florida Fire Prevention Code.

WHEREAS, The City Commission has provided all necessary public notice and held the requisite public hearings and accepted testimony and other competent, substantial evidence from the public for purposes of making these findings and determining to adopt this ordinance.

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

SECTION 1: ***Amendment.*** That New Smyrna Beach Code of Ordinances, adding Section 1-16, Business Impact Estimates; is hereby amended to read as follows: **(Note: Omissions from text are indicated by [...], deletions from text are indicated by ~~strikethrough~~ and additions to text are indicated by underline.)**

Sec. 1-16. Implementation of Statutory Mandate to Perform Business Impact Estimates.

The City Commission hereby adopts an ordinance to implement the Florida statutory mandate contained in § 166.041(4), Florida Statutes, to perform business impact estimates prior to the adoption of certain ordinances as specified in the statute. The City Commission shall perform a business impact statement in accordance with the requirements of the statute for all ordinances not exempted by §§ 166.041(4)(c) or 166.0411, Florida Statutes, and may in its sole discretion determine to perform a business impact statement for any ordinance that is exempt under the statute. Nothing contained herein is intended to create additional mandates for performing the business impact estimates of exempt ordinances or to waive any exemption. The City hereby authorizes and adopts a pass through charge applicable to any person, firm, entity, or business which requests or sponsors the adoption of an ordinance solely to assess, cover, and collect the fees, deposits, costs, and expenses relating to pertaining to the preparation of the business impact estimate. The City may in its sole discretion waive this pass through charge.

SECTION 2: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Code of Ordinances. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved.

SECTION 3: ***Public Hearing.*** That the public hearing considering the adoption of this ordinance shall be held at 6:30 p.m. on September 24, 2024, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published pursuant to §166.041(3)(a), F.S.

SECTION 4: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***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:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/4/2024

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

ORDINANCE NO. 54-24: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD APPROVE THE PROPOSED ANNUAL BUDGET OF THE UTILITIES COMMISSION, NEW SMYRNA BEACH, FOR THE FISCAL YEAR OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025.

September 24, 2024

Background:

In accordance with the City Charter Section 8.09, the City Commission is responsible for approving the Annual Budget of the Utilities Commission. The Utilities Commission submitted to the City Commission, its proposed budget for the Fiscal Year October 1, 2024 through September 30, 2025.

The Second Reading and Public Hearing of the proposed ordinance will be conducted on September 24, 2024.

Fiscal Analysis:

NA

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Ord 54-24 Adopting NSBU Budget 2024-2025.pdf

ORDINANCE NO. 54-24

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FOR FISCAL YEAR ENDING SEPTEMBER 30, 2025; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 8.09 of the New Smyrna Beach City Charter requires City Commission approval of the Utilities Commission's Annual Budget; and

WHEREAS, the City Commission deems it is in the best interest of the citizens of the City of New Smyrna Beach to adopt the Annual Budget of the Utilities Commission for Fiscal Year ending September 30, 2025 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: ***Adoption.*** That the following is adopted as the Annual Budget of the Utilities Commission of the City of New Smyrna Beach for Fiscal Year ending September 30, 2025.

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

SECTION 2: ***Public Hearing***. That a public hearing considering the adoption of this ordinance held during the City Commission meeting at 6:30 p.m., September 24, 2024, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 3: ***Conflicting Ordinances.*** That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 4: ***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 5: ***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: 9/5/2024

Exhibit "A"

New Smyrna Beach
UTILITIES

Empowering Our Community
www.nsbufl.com

2025 BUDGET

Preliminary Operating Budget and Capital Improvement Plan

FISCAL YEAR ENDING SEPTEMBER 30, 2025





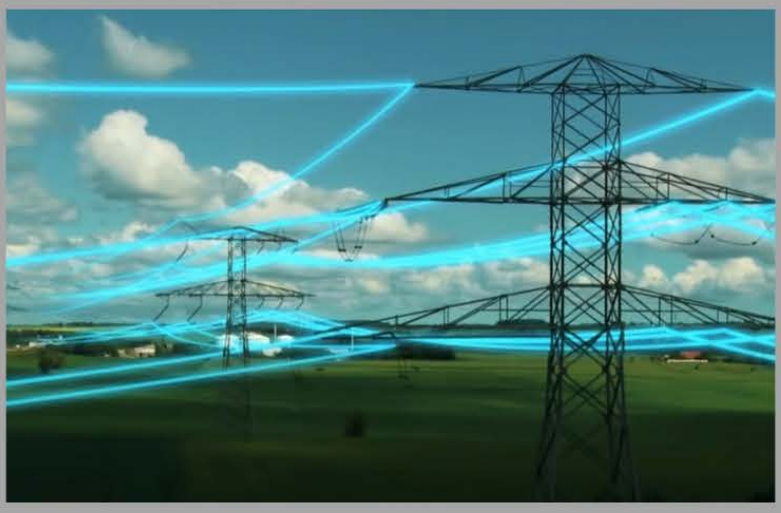




TABLE OF CONTENTS

A BRIEF OVERVIEW **1**

BUDGET AND BUDGETARY ACCOUNTING **4**

THE BUDGET PROCESS **5**

OTHER ACCOUNTING INFORMATION **6**

REPORTING ENTITY 6
ACCOUNTING POLICIES 6
BASIS OF ACCOUNTING 6

UNRESTRICTED FUNDS **6**

REVENUE FUND 6

RESTRICTED FUNDS **7**

DEBT SERVICE SINKING FUNDS 7
RENEWAL AND REPLACEMENT FUND 7
RESTRICTED RENEWAL AND REPLACEMENT FUND 8
INFRASTRUCTURE FEES 8
CUSTOMER DEPOSITS 9

WHERE WE ARE GOING **9**

SUMMARY **10**

STRATEGIC INITIATIVES **11**

VISION 11
MISSION STATEMENT 11
CORE VALUES 11

FINANCIAL PLANS – SOURCES & USES OF FUNDS **12**

VISUAL REPRESENTATION OF FUNDS **13**

COMBINED SYSTEM 14
Sources of Funds (graphic) *15*
Uses of Funds (graphic) *15*
ELECTRIC SYSTEM 16
REVENUE TRENDS (GRAPHIC) 17
O&M (graphic) *17*
WATER SYSTEM 18
Revenue Trends (graphic) *19*
O&M (graphic) *19*
RECLAMATION SYSTEM 20
Revenue Trends (graphic) *21*
O&M (graphic) *21*

ORGANIZATIONAL COMPOSITION **22**

AUTHORIZED AND BUDGET POSITIONS **23**

BUDGET SALARIES BY DEPARTMENT **24**

SALARIES AND BENEFITS (GRAPHIC) **25**

5 YEAR BUDGET PROJECTIONS **26**

COMBINED SYSTEM 27
ELECTRIC SYSTEM 28
WATER SYSTEM 29

RECLAMATION SYSTEM 30

CAPITAL IMPROVEMENT PLAN 31

EXECUTIVE SUMMARY 32
CAPITAL IMPROVEMENT SUMMARY ALL SYSTEMS 34
Common *35*
Electric System *36*
Water System *38*
Water Reclamation (Wastewater/Reuse) System *40*

New Smyrna Beach UTILITIES
www.nsbufl.com
Empowering Our Community

To: COMMISSIONERS,
UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA
DOING BUSINESS AS (DBA) NEW SMYRNA BEACH UTILITIES (NSBU)

Date: June 24, 2024

A Brief Overview

This budget document is submitted in accordance with the provisions of Special Act of the Legislature Chapter 67-1754, as amended by 85-503, Laws of Florida, and Article VIII City of New Smyrna Beach Charter (effective 1-1-2021), and Utilities Commission, City of New Smyrna Beach, Florida ("Utilities Commission") Resolution No. 2020-02 (Master Bond Resolution). With the issuance of municipal bonds and refunding in 2020 ("Series 2020 Bonds"), Resolution No. 28-78 (prior Master Bond Resolution) was superseded by Resolution No. 2020-02 which reflects the same basic principles with updated bond covenant language consistent with current best practices. The proposed New Smyrna Beach Utilities (NSBU) budget for the fiscal year ending September 30, 2025, includes the revenues and expenses necessary to maintain quality of service to existing and new customers.

NSBU implemented Resolution No. 2021-03 to ensure and formally institute management and governance guidelines ["Fiduciary Governance Business Model"] which provide a structure and approach through which the organization is to be managed and governed and improving the continuity of success as turnover in the Commission and Staff in the future. In compliance with the resolution, NSBU will perform a triennial rate study in FY24 to ensure that NSBU's rates provide adequate rates and revenue to support; NSBU business operations, long-term strategies, and the associated CIP and Modernization investment plans.

The budget includes all expenditures and proposed capital improvements, as well as revenue projections based on actual historical consumption data, the rates and fees as approved in the 2021 rate study, along with the associated revenue requirements. The expenditures section includes the Operation and Maintenance (O&M) expenses and the approved Capital Improvement Plan (CIP) forecasts, which are a compilation of Unrestricted Renewal and Replacement (R&R) and the Restricted Renewal and Replacement (RR&R) Funds. The purpose of this document is to provide a complete overview of all financial expectations for the NSBU Commission.

In January 2021, NSBU established the Capital Connection Fee (previously named Capacity Fee) program to support the overarching utility infrastructure goal of "Growth paying for Growth." Capital Connection Fees only apply to Water, Wastewater (includes both sewer and reuse/reclaimed water services), Irrigation, and Reclaimed Water portions of the business. Related to the Capital Connection Fee Review and Study, the Infrastructure Fee Program was suspended and cancelled, effective

December 2020. The updated Capital Connection Fees for residential and commercial developments were then implemented, effective June 1, 2021. As part of the triennial rate study to be performed in FY24, the current Capital Connection Fees will be reviewed for adequacy and will be updated as necessary.

Currently, supply-chain issues remain with longer material lead times and elevated materials, and services pricing. The NSBU procurement team has proactively and successfully met the needs of the business, by increasing stocking levels on critical materials, prioritizing purchases, and working with multiple vendors to maintain and improve supply/inventory continuity.

The Operating Budget and CIP are consistent with and supported by the long-term strategy, and a detailed prioritized risk assessed capital plan. This plan incorporates investment and maintenance needs of the existing electric, water, and wastewater systems, projected customer growth and expected service consumption over the next year and includes projects approved as part of the Modernization Roadmap Plan. The overall plan is also risk prioritized based on the project's criticality to NSBU's infrastructure and the Modernization timeline.

Factors which affect revenues include customer growth, and variations in weather and usage. NSBU's FY25 revenues reflect the 3rd year 2021 Rate Study recommendations, incorporating both anticipated customer growth and expected usage. During FY24, the triennial rate study will be performed. Subsequent budget cycles will reflect updated rates if rate changes are determined necessary. Customer usage and associated revenues are based upon historical trends estimates for both revenue and customer growth. Projected FY 2025 operating revenues are approximately 3.6% higher than the FY 2024 Forecast. The revenue increase is primarily due to estimated customer growth and usage.

NSBU, along with most domestic U.S. businesses continues to encounter supply-chain constraints, as well as increased costs of goods and services as a result of higher inflation, labor shortages, etc. The included Budget reflects the known increased costs of goods and services and current purchased power forecasts.

Based on the current cost of energy and the existing purchased power reserve, NSBU decreased its Fuel and Purchased Power Cost Adjustment Clause (FPPCAC) to $7.00 from $21.30 per 1,000 kWh, effective with the first billing cycle in Jan 2024. As of April 2024, the NSBU was in an over-recovery reserve position of $7.0M which is approximately $2.0M higher than the *over-recovery target balance* of $5.0M. NSBU will continue to monitor the costs of purchased power and process any required adjustments to the FPPCAC to ensure NSBU maintains an adequate purchased power reserve over the long term. Maintaining at or above the target over-recovery balance of $5.0M provides a buffer to help stabilize the cost of purchased power, a pass-through for our customers, should volatility occur again in the energy and power markets as it did in the 2021-2022 timeframe.

All departments continue to budget for their O&M expenses in a fiscally prudent manner, focused on building and maintaining a reliable and sustainable system, while also continuing to provide excellent customer service. Operating Expenses, including purchased power, are budgeted to increase this year by approximately 6.2% from the previous year's FY 2024 budget, driven by increased insurance (property and general liability), increased materials and chemicals used in the water processing business, increase in employee pension and benefits (driven by current healthcare trends and salaries) and wage escalation and related costs. The proposed FY 2025 O&M budget will allow NSBU to

continue to effectively operate and maintain essential water and electric utility services for our customers and the community.

In June 2020, NSBU executed a refunding of its existing debt, and obtained $65 million in additional capital in the municipal bond market. In that bond issuance, NSBU obtained an overall excellent All-In Total Interest Cost (All-In TIC) average of 2.76% on 30-year municipal bonds. The low rate resulted in over $1.0 million in financing costs associated with refunding the legacy NSBU bonds of approximately $15.3 million. Next, by obtaining $65 million in new capital for the 10-year NSBU Capital Improvement Plan (CIP) at historically low rates, NSBU will continue to save millions in financing costs when compared to historical and current bond rates.

Key 2025 Budgeting Factors

- NSBU's management team and Commission developed an overall strategic Vision, Mission Statement and Core Values in 2019, which represents the ongoing commitment and focus to the community of New Smyrna Beach (NSB) to safely operate and maintain essential utility infrastructure and provide reliable services through operational excellence. This Vision and Mission mandates how we operate to serve our customers and the community and drive the appropriate budgetary considerations [O&M and Capital].

- The revised CIP process, in its 6th year, the Series 2020 Bond Issuance, and the Rate Study are a direct result of NSBU's strategic Vision, Mission and Values focusing on the long-term capacity, reliability and resiliency of its electric and water systems and supporting infrastructure.

- The FY 2025 10-year Budget includes several significant Grid Modernization initiatives that we have planned for over the last several years such Advanced Metering Infrastructure (AMI) [electric and water] and Smart Grid network infrastructure, Work and Asset Management (WAMS), Glencoe Water Treatment Plant (GWTP) Chemical Improvements, Transmission Grid Reliability (Loop) Project (Electric), GWTP Water Pelletization softening process (to replace the existing lime softening process) and several other substantial initiatives. These projects will begin major construction in this 10-year Capital Improvement Plan (CIP) cycle. During each year's budget cycle process, the CIP plan is updated to incorporate project updates along with the complete risk prioritized capital plan.

- In early 2021, NSBU implemented Resolution No. 2021-03 to ensure and formally institute management and governance guidelines ["Fiduciary Governance Business Model"] which provide a structure and approach through which the organization is to be managed and governed. The Model incorporates: Strategic Planning, Goals and Metrics to measure performance, and effective Operational and Budget Planning, Execution and Monitoring. The Commission staff adhere to the Governance Model and regularly discuss the Governance activities during normal operations. For example, as part of the Governance model, during FY 2024, we will perform a rate feasibility and cost of service study in line with the three-year frequency recommended in the Governance Model.

- As previously highlighted, NSBU successfully executed the refunding of approximately $15 million in legacy NSBU debt and obtained $65 million in additional capital at an outstanding All-In TIC average of 2.76% on 30-year municipal bonds.

- The NSBU Capital Connection Fees program supports the overarching utility infrastructure goal of "Growth paying for Growth." With the legacy Infrastructure Fee Program suspended and cancelled, effective December 2020, the new Capital Connection Fees for residential and commercial developments were implemented, effective on June 1, 2021. As part of the upcoming FY24 rate study, the current Capital Connection Fees will be reviewed to ensure that the current fees are sufficient to support the increased costs of infrastructure connections.

- Continued development and resulting customer growth within the service area, including new residential subdivisions and commercial customers requires the appropriate resources to adequately plan and maintain reliable and sustainable electric and water system operations and meet developer project needs and timelines. Projected staffing level (excluding Commissioners) is 180, one (1) FTE *less* than the approved 2024 Budget.

Budget and Budgetary Accounting

Annual revenue and expense budgets are prepared for the combined electric, water, and wastewater utility systems. In accordance with NSBU's enabling legislation, and recently revised City of New Smyrna Beach (the City) Charter, NSBU's approved budget is submitted to the City on or before July 1st of each year for the City Commission approval. The budget is developed and adopted on a basis consistent with generally accepted accounting principles (GAAP), except that certain other cash receipts and payments are treated as budgetary items to maintain effective fiscal and budgetary control over the collection and disposition of all NSBU resources. Specific budgetary control is exercised over internal operating transfers to restricted funds, payments of principal on long-term debt obligations, and collections of contributed capital which are recognized in the budget as additions and/or deductions.

Budget appropriations are prepared by administrative staff and approved as required by law by the NSBU Commission. Budgetary controls are exercised at the departmental level as determined by the General Manager/CEO. Budget amendments, if any, can be requested by the General Manager/CEO. However, all budget amendments must be approved by the NSBU Commission and the City of New Smyrna Beach.

The Budget Process

The budgeting process conducted each fiscal year involves every NSBU Department. In March, Staff begins collecting the previous year's actual expenditures and budget information from the various departments. Revenue projections are created for the Electric, Water, and Wastewater/Reclamation Departments using a combination of historical data and forecasted assumptions leveraging the rate study model. Next, the collected information is sent to the VP-CFO and Department Directors for their preliminary review and further input in developing the current year's budget.

For the capital budget build, the General Manager/CEO, VP-CFO and the Directors discussed and confirmed the overall long-term strategy for both the water and electric businesses. Based on the overall strategy for both businesses, the Directors worked with their respective staff members to compile the budgeted projects based on the prioritized risk profile and criticality of the projects to the continued reliability and resiliency of NSBU's infrastructure consistent with the overall long-term execution strategy.

In FY 2020, NSBU embarked on grid and water modernization and optimization studies to evaluate where the NSBU can make strategic infrastructure and systems investments to improve electric and water operations, reduce costs and to facilitate the ability to provide our customers a "Utility of the Future" level of services. Based on the extensive evaluations of NSBU's infrastructure and systems investments, a long-term cohesive strategy and multi-year Modernization Roadmap implementation plan was approved in principle by the NSBU Commission in 2020, with concurrence and recommitment for updated recommendations in February 2022. The strategic goals are incorporated into the FY 2025 CIP and are updated and refined in subsequent NSBU capital budgets in a mindful and methodical manner.

For the 2025 CIP Budget, a thorough review was performed by each Director of their respective areas in order to identify the capital projects that are critical to the continued reliability and sustainability of NSBU's infrastructure. As referenced above, each project's risk profile was evaluated for its impact to NSBU's existing infrastructure and probability of occurrence, work category (i.e., reliability/performance, etc.), along with a monthly spend forecast for the first two years. Several prioritization and challenge sessions were held with the management team to ensure that the optimal mix of electric, water and wastewater projects were then prioritized in the FY 2025 budget.

Staffing requirements are also reviewed each year for the purposes of organizational and personnel development, succession planning, and process enhancements. The information is then submitted to the Finance Department for review and compilation. The VP-CFO and Staff review the information and work with the department Directors to compile a balanced budget.

The proposed budget is then presented to the General Manager/CEO and subsequently reviewed with the department Directors to make any requested changes. It is then presented to the NSBU Commission for approval during the June Regular Commission meeting of each year along with the annual budget presentation. By July 1st of each year, the budget is required to be sent to the City of NSB for their approval and the NSBU budget approval takes place along with the City's budget approval in early fall of each year. After the NSBU budget is approved via City Ordinance, in addition to monthly summary updates, the budget and actual FYTD results performance are reviewed quarterly

to determine if the approved budget should remain as originally approved or if a budget amendment should be processed based on current business information. Finally, no budget revisions have been requested or made in recent years.

Other Accounting Information

Related to Financial Representation

Reporting Entity

The Utilities Commission, City of New Smyrna Beach, Florida was created in 1967 through the passage of Chapter 67-1754, Laws of Florida, Special Acts of 1967 (House Bill 1669), as amended by 85-503, Laws of Florida, which also amended the Charter of the City of New Smyrna Beach, Florida to create the Utilities Commission. The Utilities Commission is governed by a five-member board of Commissioners who are appointed by the City Commission. Utilities Commissioners receive compensation of $100 per month and may serve no more than three consecutive 3-year terms [total of nine-years]. In a referendum held in October, 1984, voters approved amendments to the enabling legislation to (1) require City Commission approval for extensions of utility services outside the City limits; (2) require submission of the Utilities Commission's Operating Budget annually to the City Commission prior to June 1st for review and approval; and (3) require City Commission approval before issuing or refunding revenue certificates and entering into contracts which exceed four years. Effective with a 2020 City Charter review, the NSBU's annual Operating Budget submission date was changed from "on or before June 1st "to "on or before July 1st" for submittal to the City for their Commission's review and approval.

Accounting Policies

NSBU Commission's financial statements are presented consistent with accounting principles generally accepted in the United States of America as applicable to governmental units. The existing hierarchy provides that accounting guidance should first be sought in statements of the Governmental Accounting Standards Board (GASB). If the GASB has not issued a standard applicable to a situation, then pronouncements of the Financial Accounting Standards Board (FASB) are presumed. Additionally, the financial statements are presented substantially in conformity with accounting principles and methods prescribed by the Federal Energy Regulatory Commission (FERC).

Basis of Accounting

NSBU's financial statements are prepared on the accrual basis of accounting. By utilizing this method, revenues are recognized as they are incurred. Unbilled utility service receivables are recognized to provide a better matching of service revenues and the costs of providing the services.

Unrestricted Funds

Revenue Fund ~ The Revenue Fund was originally established by the NSBU Commission in compliance with Resolution No. 28-78 (Enacted in 1978), as amended. In conjunction with the Series 2020 Bonds issuance, Resolution No. 2020-02 superseded Resolution No. 28-78 as the NSBU's Master Bond Resolution and reflects the same basic principles with updated bond covenant language

consistent with current best practices. The Revenue Fund is used for operations. All sources of revenue are deposited in this fund. Sources of funds include the following: operating revenue, such as direct sales to customers; other revenues, such as pole rentals, interest earning and hydrant rentals; miscellaneous operating revenue, such as cut-in fees, penalties, and miscellaneous revenue. The use of revenue funds includes payment of operation and maintenance expenses, transfers to restricted funds, required payment to the City and transfers to internally designated reserve funds for O&M expenses, capital improvements and line extensions. The balance at any time in this fund is unrestricted and available for system operations or any lawful purpose.

Restricted Funds

Debt Service Sinking Funds ~ The Debt Service Sinking Funds are required by Resolution No. 2020-02, which superseded Resolution No. 28-78. Resolution No. 2020-02 reflects the same basic principles with updated bond covenant language consistent with current best practices. The sole source of funds comes from transfers from the Revenue Fund. The use of these funds is legally restricted to pay the scheduled principal and interest payments on outstanding revenue certificates and other debt issued by the NSBU. Debt Service Sinking Funds exist for all outstanding revenue certificates.

Renewal and Replacement Fund ~ The Renewal and Replacement Fund is also required by Resolution No. 2020-02 which superseded Resolution No. 28-78. The source of funds deposited to this fund come from transfers from the Revenue Fund after the Revenue Fund first transfers appropriate funds into the Debt Service Sinking Funds. The use of funds is legally restricted to pay the cost of extensions, enlargements, or additions to, or the replacement of capital assets of the "System", emergency repairs thereto, and, if necessary, operating expenses. The System being defined as the combined water system, wastewater reclamation system, and electric system.

Under the provisions cited above "mandatory minimum requirements" are to be transferred into the Renewal and Replacement Fund in an amount not less than 6% of gross revenues. Under the recent Series 2020 Bond, Resolution No. 2020-02, the mandatory minimum requirement was decreased from 8% to 6%, however, NSBU has continued to transfer 8% of gross revenues, for the second preceding fiscal year, after deducting from gross revenues a sum equal to 100% of the fuel and purchased power costs incurred by the electric utility system in the second preceding fiscal year. "Additional Requirements" are transferred into the Renewal and Replacement Fund as necessary to meet planned expenditures for capital improvement projects and major repairs to utility system plant assets. The "additional requirements," if needed, are provided to ensure completion of projects if the "mandatory minimum requirements" do not provide a sufficient level of funding to internally finance ongoing and planned projects that are budgeted for the year.

The fund exists to ensure that the utility plant is sufficiently maintained or expanded to generate recurring revenue as the source for repayment of the debt, emergencies such as hurricane repairs, recommended level of operating reserves and rate stabilization.

Restricted Renewal and Replacement Fund ~ This fund was established to deposit monies collected from customers for Water and Wastewater Capital Connection Fees (previously named Capacity and Extension Fee charges) that are restricted under the terms of the agreements to the construction and

acquisition of additions and extensions to water treatment plants and sewage treatment plants, including land and other costs incurred, to provide additional capacity.

The source of funds accounted for in the Restricted Renewal and Replacement Fund is from "Capital Connection Fees (previously named Capacity Fee Charges)" as labeled in the internally generated Source and Application of Funds report. These charges are deposited to the Revenue Fund and then immediately transferred from the Revenue Fund into the Restricted Renewal and Replacement Fund. The use of funds is restricted to pay for new water and/or sewage treatment plants, new water wells or sewer interceptor systems, or increased plant capacity. The Capital Connection Fees were established with the passage of Resolution No. 2021-01 and have been in place since June 1, 2021.

Infrastructure Fees ~ The Infrastructure Policy ("Policy") was developed as a time-specific measure approved in 2006 to address growth within the NSBU's service area. In compliance with SB360, and to further the purposes of Chapter 163, Florida Statutes stated to properly create a 10-year plan and install adequate infrastructure for the anticipated growth development area for the anticipated life cycle of these assets (which generally are in the 40-50 year range), Resolution No. 11-06 incorporating an Addendum to the Utilities Commission Developer Agreement was adopted. Chapter 2005-290 (SB-360) infrastructure planning and funding requirements were incorporated into the Addendum by developing proportional contributions to be tendered by Developers. After further review of this legacy program, NSBU Staff and Commissioners determined that the "uncommon economic and market developments" that existed previously, no longer existed nor required continuance of the policy.

Therefore, in December 2020, in conjunction with the discontinuance of the Infrastructure program, the Infrastructure Fees were suspended [Suspension effective December 15th, 2020] with Resolution No. 2020-14 and a supporting true-up/reconciliation was performed. With the Infrastructure fee program suspension, the updated Capital Connection Fees went into effect Tuesday, June 1, 2021. The true-up/Reconciliation process compared Policy funds collected by line of business [electric, water, wastewater and reclamation] and zone **versus** the Policy project spend by line of business and zone, from program inception to suspension [2006 to 2020].

Commission staff calculated the proportional balance due which is being refunded to each entity and their respective project(s), subject to sufficient legal demonstration of entitlement. In 2021, NSBU Commission Staff and General Counsel prepared the respective communications of the refund amounts and the required documentation to be submitted for the respective entities to obtain their Infrastructure refund(s). Properly executed close-out documentation is ***required*** prior to any disbursement.

The reconciliation process, promised when the program was started in 2006, compared the Policy funds collected by line of business [electric, water, wastewater, and reclamation] and zone versus the Policy project spend by line of business and zone, from program inception to present [2006 to 2020]. By line of business and zone, New Smyrna Beach Utilities staff calculated the proportionate balance due which will be refunded to each entity and their respective project(s), subject to sufficient legal demonstration of entitlement. Since April 22nd, 2021, a total of one hundred and eleven (111) Notices of Potential Refund Eligibility were sent out. As of May 2024, one hundred and three (103) submissions were approved and paid totaling almost the complete $1.60 million of the Infrastructure total which was to be distributed to the respective entity holders.

As of May 2024, there are approximately eight (8) projects for which the developers have not yet filed a claim with a corresponding remaining refund balance of approximately fifteen thousand dollars. Staff will continue researching to identify the refund owners until the refunds are disbursed. Within a reasonable amount of time, if the refund owners cannot be located, the remaining refund balances will be turned over to the state of Florida. According to Florida's escheatment laws, funds where the rightful owners cannot be located must be turned over to the state of Florida as unclaimed property.

Customer Deposits ~ NSBU Commission maintains a Meter Deposit Fund to account for customer deposits. As required under Florida law, deposits paid by utility customers are to be held in a separate account to secure services and to be refunded to the customers at such time the secured interest in the deposit ceases. Abandoned deposits are required to be remitted as unclaimed property to the Florida Department of Financial Services on an annual basis. The use of funds is limited to applying a credit towards a customer's bill, refunding the deposit to the customer, or send over to the State any abandoned deposits that have reached the required one-year dormancy period.

Where We Are Going

NSBU Commission approved Vision, Mission Statement and Core Values in 2019, and is now in its 6th year of implementation. These foundational Statements and Values drive how the NSBU operates and aspires to serve our customers and the community. In partnership with the NSB community, NSBU's overall Mission is to operate and maintain essential utility infrastructure and provide reliable services through operational excellence. The revised CIP process, Modernization Roadmap, the Series 2020 Bond Issuance, and 2021 Rate Study are a direct result of the NSBU's strategic Vision, Mission and Values implementation focusing on the long-term system capacity, reliability and resiliency. Accordingly, NSBU codified this commitment to our customers and the community by the passage of Resolution No. 2021-03 Management and Governance Model which requires periodic reviews and assessments of the UC's utility systems. The Model provides a sustainable structure by which the organization and business will be managed and governed- now and in the future.

NSBU's current 10-year budget includes several significant initiatives that we have planned for over the last several years such as Advanced Metering Infrastructure (AMI Smart Grid) [full electric and water implementation], Work and Asset Management (WAMS), Glencoe Water Treatment Plant (GWTP) Chemical Improvements, Grid Reliability Project (Electric), GWTP Water Pelletization softening process (to replace lime softening) and several other substantial initiatives. Several of these substantive projects are kicking off in FY 2025. NSBU leadership and staff look forward to continuing our strategic business plans and to improve and maintain the NSBU infrastructure as reflected in the 2025 Budget.

Summary

The 2025 Budget submitted remains focused on the strategic and operational plans to maintain essential utility infrastructure and to provide reliable and resilient services through operational excellence consistent with our Vision, Mission and Values.

The next page reflects NSBU's Vision, Mission Statement and Core Values.

Respectfully submitted,

Joseph Bunch

GENERAL MANAGER/CEO

Efren Chavez, CPA

VICE PRESIDENT/CFO

Vision

To be a community partner with safety as the priority, while providing reliable, essential utility services, dedicated to sustainable resources and community stewardship.

Mission Statement

As a vital community partner to greater New Smyrna Beach, we operate and maintain infrastructure that provides essential, reliable services. We strive to maintain and build upon the confidence that we earn as a trusted water resources and energy advisor by providing sustainable, conservation-focused utilities. We are characterized by community stewardship, including volunteerism and charitable giving, and will operate with a strong focus on pride in our community.

Core Values

Safety. Integrity & Transparency. Financial Prudence.
Innovation, Learning, & Improvement. Diversity & Inclusion.

- Safety is the top priority for our customers, employees, and the community;
- Work proactively with all stakeholders to enhance their quality of life, performing with Integrity and Transparency;
- Ensure our utility infrastructure provides excellent system performance and economically sustainable benefits for multiple generations by remaining Financially Prudent and optimizing rates;
- Promote a culture of Innovation, Learning, and Improvement;
  Embrace Diversity and Inclusion to strengthen our work culture and remain an employer of choice.

Financial Plan

Sources & Uses of Funds

Budget Forecast FY 2025

Visual Representation of Funds

Sources of Funds

Direct Sales
Electric
Water
Water Reclamation

Other Revenue
Pole rentals
Interest earned

Miscellaneous Operating Revenue
Cut-in fees
Penalties
Miscellaneous

Capacity Extension Fees-Restricted
Water
Water Reclamation

Customer Deposits
Electric
Water
Water Reclamation

Revenue Fund

Uses of Funds

Operation and Maintenance
Expenses, including Fuel and Purchased Power
Electric
Water
Water Reclamation

Debt Service Sinking Funds
Series 2020 Bonds

Renewal and Replacement Fund
Mandatory Requirements
Additional Requirements

6% Required Payment to City
Electric
Water
Water Reclamation

Restricted Renewal and Replacement Fund
Capital Connection Fees
Extensions

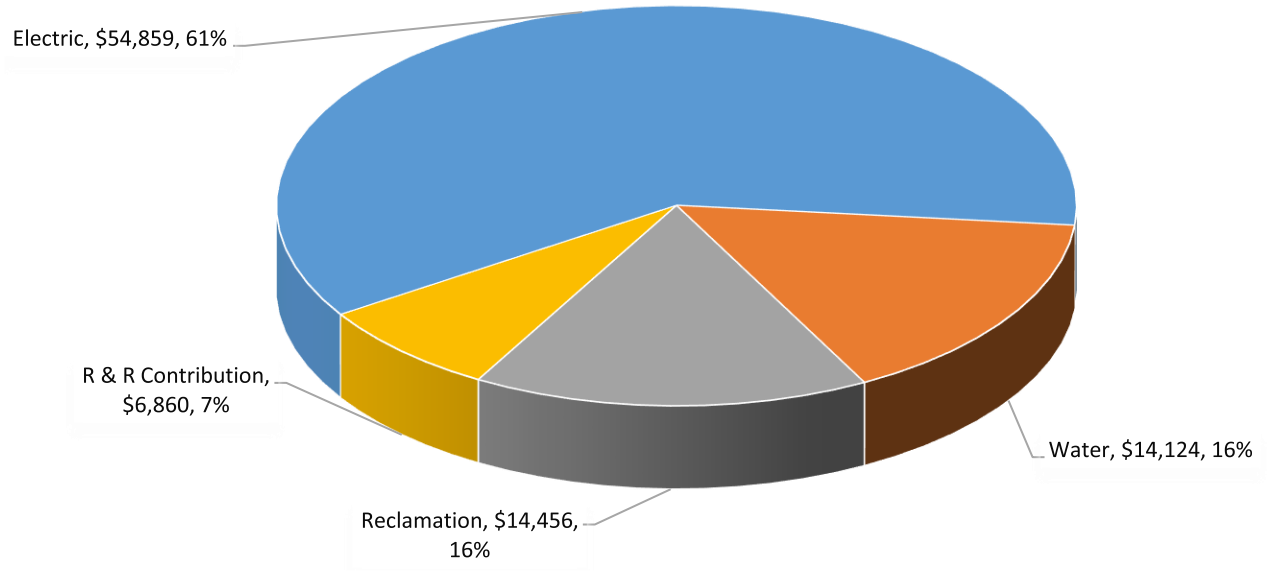
Meter Deposit Fund
Customer Deposits
Electric
Water
Water Reclamation

NEW SMYRNA BEACH UTILITIES
FORECAST REPORT
BUDGET FY 2025
COMBINED SYSTEM

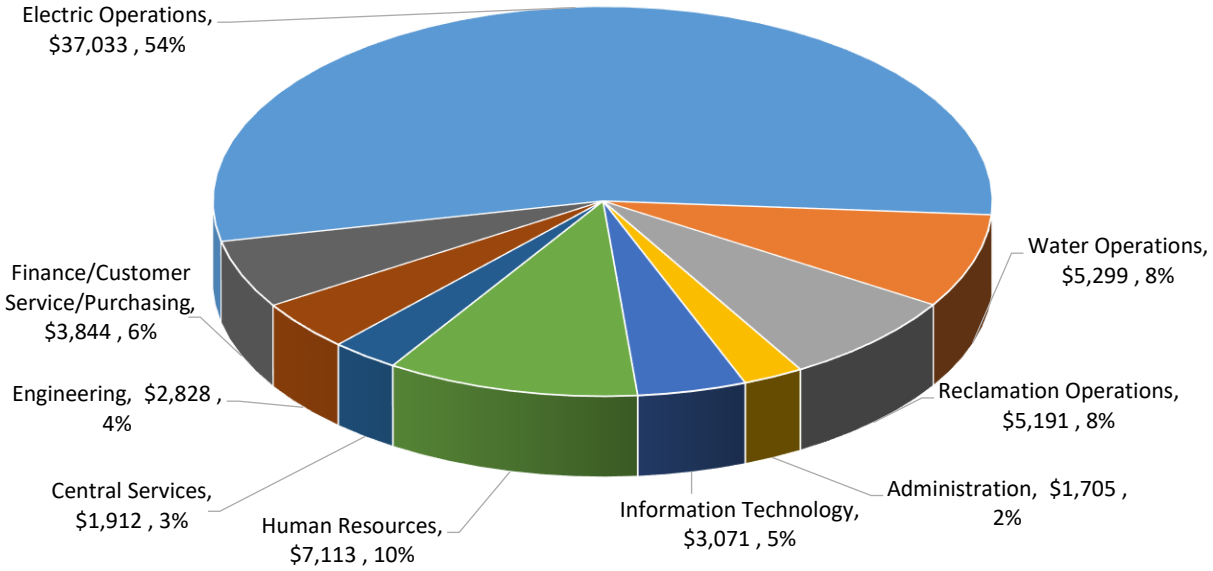
	FY 2023 ACTUAL	FY 2024 BUDGET	2024- 7 MO ACTUAL	FY 2025 BUDGET	% CHANGE from FY24 BUDGET
1. Revenues:					
2. Electric	$51,460,052	$60,089,950	$25,364,246	$54,859,100	-8.71%
3. Water	11,987,295	13,561,300	7,684,548	14,123,700	4.15%
4. Reclamation	12,991,013	13,667,500	7,970,445	14,456,100	5.77%
5. Total Revenues	**76,438,360**	**87,318,750**	**41,019,239**	**83,438,900**	**-4.44%**
6. Other Revenue Sources:					
7. R & R Contribution	6,491,386	3,163,100	1,854,600	6,859,550	116.86%
8. Total Other Sources	**6,491,386**	**3,163,100**	**1,854,600**	**6,859,550**	**116.86%**
9. Balance	**82,929,746**	**90,481,850**	**42,873,839**	**90,298,450**	**-0.20%**
10. Operation & Maintenance Expenses:					
Direct Cost Centers					
11. Purchased Power	26,999,687	28,385,200	12,838,189	29,674,600	4.54%
12. Electric Operations	7,085,117	7,047,850	3,836,961	7,358,350	4.41%
13. Water Operations	4,675,707	4,715,250	2,438,914	5,299,000	12.38%
14. Reclamation Operations	4,334,845	4,508,200	2,622,009	5,190,800	15.14%
Indirect Cost Centers					
15. Administration	1,238,023	1,694,601	598,450	1,705,220	0.63%
16. Information Technology	1,638,472	2,507,151	1,191,892	3,071,100	22.49%
17. Human Resources	5,795,136	6,737,851	3,303,997	7,112,750	5.56%
18. Central Services	1,773,385	1,836,551	1,094,861	1,911,504	4.08%
19. Engineering	2,055,046	2,784,500	1,258,145	2,828,150	1.57%
20. Finance/Customer Service/Purchasing	3,253,568	3,788,552	1,935,456	3,843,852	1.46%
21. Total O&M Expenses	**58,848,986**	**64,005,706**	**31,118,874**	**67,995,326**	**6.23%**
22. Balance	**24,080,760**	**26,476,144**	**11,754,965**	**22,303,124**	**-15.76%**
23. To Sinking Fund:					
24. 2020 Bond	4,182,125	4,177,125	2,436,657	4,163,375	-0.33%
25. 2025 Bond	0	0	0	2,090,344	0.00%
26. Total Debt Service	**4,182,125**	**4,177,125**	**2,436,657**	**6,253,719**	**49.71%**
27. Balance	**19,898,635**	**22,299,019**	**9,318,308**	**16,049,405**	**-28.03%**
28. To Capital Improvement Plan:					
29. Transfer to R & R Contribution	9,853,894	3,563,161	2,566,442	3,863,308	8.42%
30. Additional Required	0	11,698,858	0	1,638,648	-85.99%
31. Contributed Capital and Easement	3,948,054	286,200	954,644	3,944,400	1278.20%
32. Transfer to R & R - Restricted Fund	1,291,665	1,579,200	412,024	1,623,350	2.80%
33. Total To Capital Improvements	**15,093,613**	**17,127,419**	**3,933,110**	**11,069,706**	**-35.37%**
34. Balance	**4,805,022**	**5,171,600**	**5,385,198**	**4,979,700**	**-3.71%**
35. Transfer to City	4,805,022	5,171,600	2,515,035	4,979,700	-3.71%
36. Balance	**0**	**0**	**2,870,163**	**0**	**0.00%**

New Smyrna Beach Utilities Budget FY 2025

Combined System Sources of Funds (in thousands)



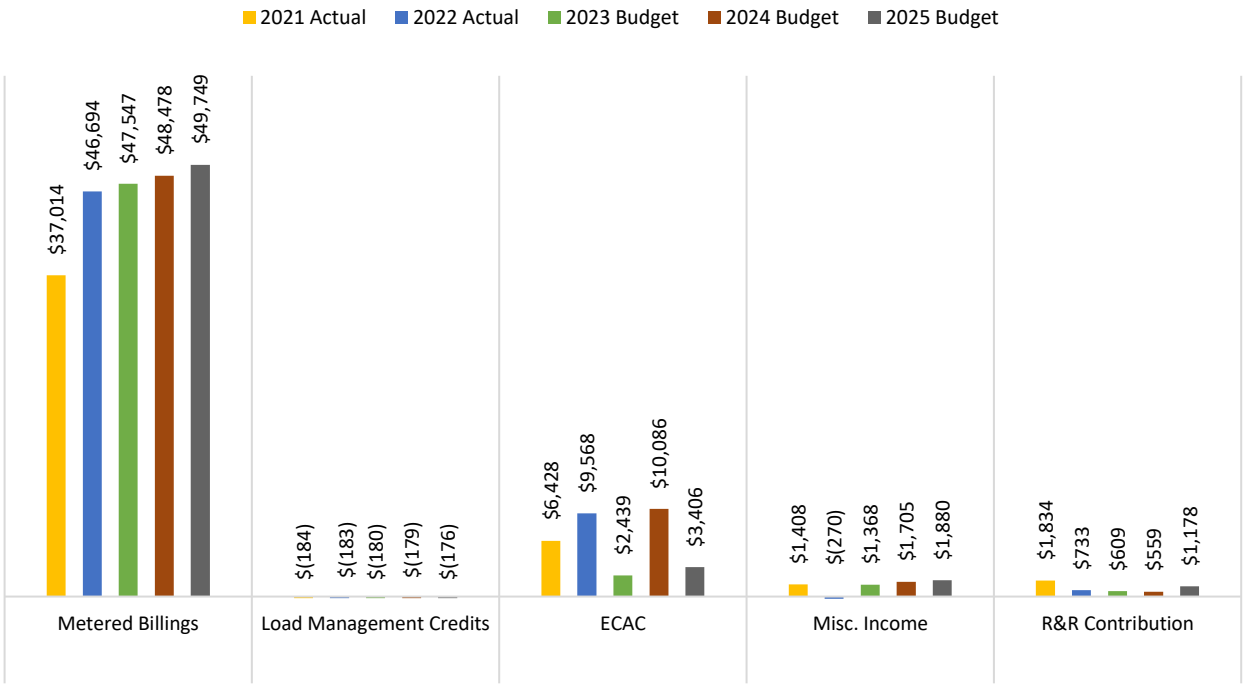
Combined System Uses of Funds (in thousands)



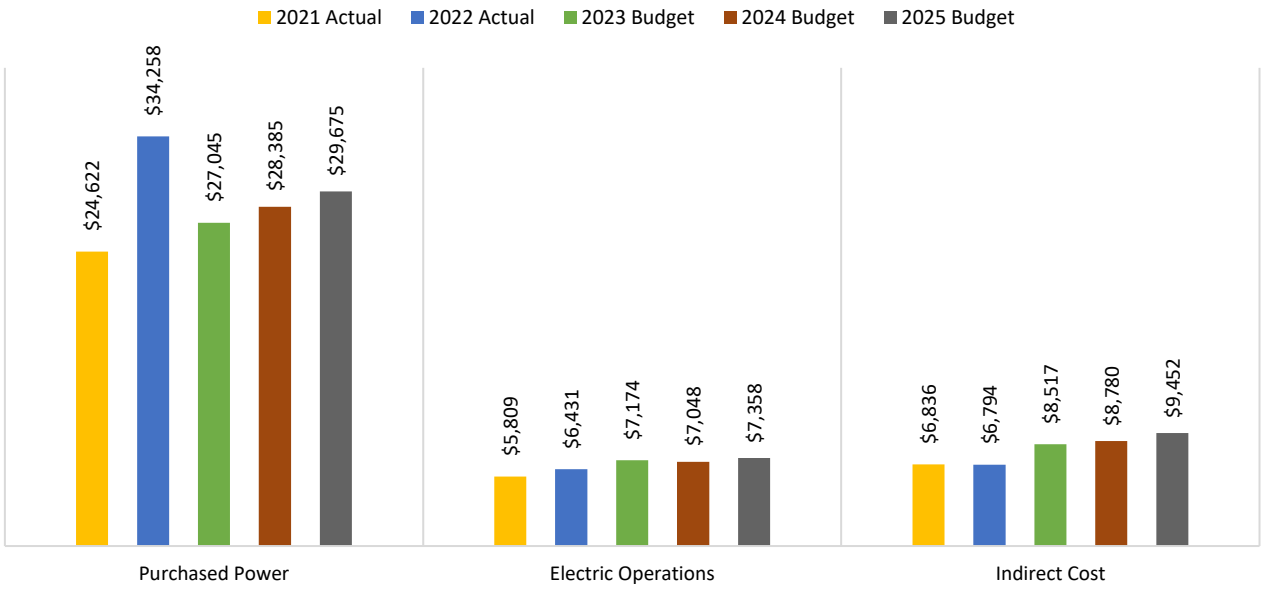
NEW SMYRNA BEACH UTILITIES
FORECAST REPORT
BUDGET FY 2025
ELECTRIC SYSTEM

	FY 2023 ACTUAL	FY 2024 BUDGET	2024- 7 MO ACTUAL	FY 2025 BUDGET	% CHANGE from FY24 BUDGET
1. Revenues:					
2. Direct Sales:					
3. Metered Billings	$46,250,915	$48,478,150	$24,363,916	$49,748,500	2.62%
4. Load Management Credits	(179,455)	(179,200)	(100,820)	(175,900)	-1.84%
5. Energy Cost Adjustments	9,603,069	10,086,300	3,203,119	3,406,200	-66.23%
6. Underrecovery of Fuel Costs	(6,018,973)	0	(3,217,973)	0	0.00%
7. Misc. Operating Revenue	627,725	652,400	354,406	622,200	-4.63%
8. Non Operating Revenue	1,176,771	1,052,300	761,597	1,258,100	19.56%
9. Total Revenues	**51,460,052**	**60,089,950**	**25,364,245**	**54,859,100**	**-8.71%**
10. Other Revenue Sources:					
11. R&R Contribution	1,694,144	558,900	545,876	1,177,900	110.75%
12. Total Other Revenue Sources	**1,694,144**	**558,900**	**545,876**	**1,177,900**	**110.75%**
13. Balance	**53,154,196**	**60,648,850**	**25,910,121**	**56,037,000**	**-7.60%**
14. Operation & Maintenance Expenses:					
Direct Cost Center					
15. Purchased Power	26,999,687	28,385,200	12,838,189	29,674,600	4.54%
16. Electric Operations	7,085,117	7,047,850	3,836,961	7,358,350	4.41%
Indirect Cost Centers					
17. Administration	657,065	844,860	306,519	862,866	2.13%
18. Information Technology	677,515	1,067,294	512,130	1,320,573	23.73%
19. Human Resources	3,092,057	3,582,416	1,785,447	3,824,002	6.74%
20. Central Services	593,679	723,234	429,849	771,482	6.67%
21. Engineering	947,392	1,196,389	572,462	1,240,314	3.67%
22. Finance/Customer Service/Purchasing	1,271,545	1,365,459	705,081	1,432,722	4.93%
23. Total O&M Expenses	**41,324,058**	**44,212,702**	**20,986,638**	**46,484,909**	**5.14%**
24. Balance	**11,830,139**	**16,436,148**	**4,923,483**	**9,552,091**	**-41.88%**
25. To Sinking Fund:					
26. 2020 Bond	1,341,832	1,290,311	752,682	1,182,855	-8.33%
27. 2025 Bond	0	0	0	936,474	0.00%
28. Total To Sinking Fund	**1,341,832**	**1,290,311**	**752,682**	**2,119,329**	**64.25%**
29. Balance	**10,488,306**	**15,145,837**	**4,170,801**	**7,432,762**	**-50.93%**
30. To Capital Improvement Plan:					
31. Transfer to R & R Contribution	5,981,567	1,806,449	1,307,099	1,923,243	6.47%
32. Additional Required	0	9,620,188	0	1,424,419	-85.19%
33. Contributed Capital and Easement	1,138,747	150,000	292,539	787,300	424.87%
34. Total To Capital Improvement Plan	**7,120,314**	**11,576,637**	**1,599,638**	**4,134,962**	**-64.28%**
35. Balance	**3,367,992**	**3,569,200**	**2,571,163**	**3,297,800**	**-7.60%**
36. Transfer to City	3,367,992	3,569,200	1,628,260	3,297,800	-7.60%
37. Balance	**0**	**0**	**942,903**	**0**	**0.00%**

New Smyrna Beach Utilities
Electric Revenue Trends (in thousands)



Electric O & M (in thousands)

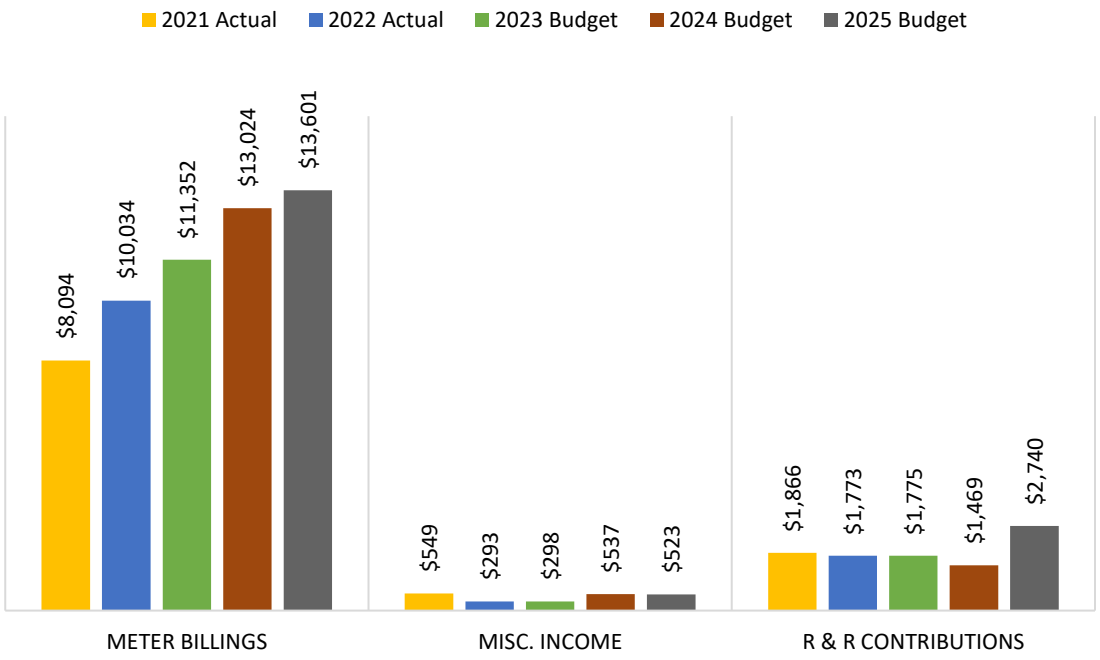


NEW SMYRNA BEACH UTILITIES
FORECAST REPORT
BUDGET FY 2025
WATER SYSTEM

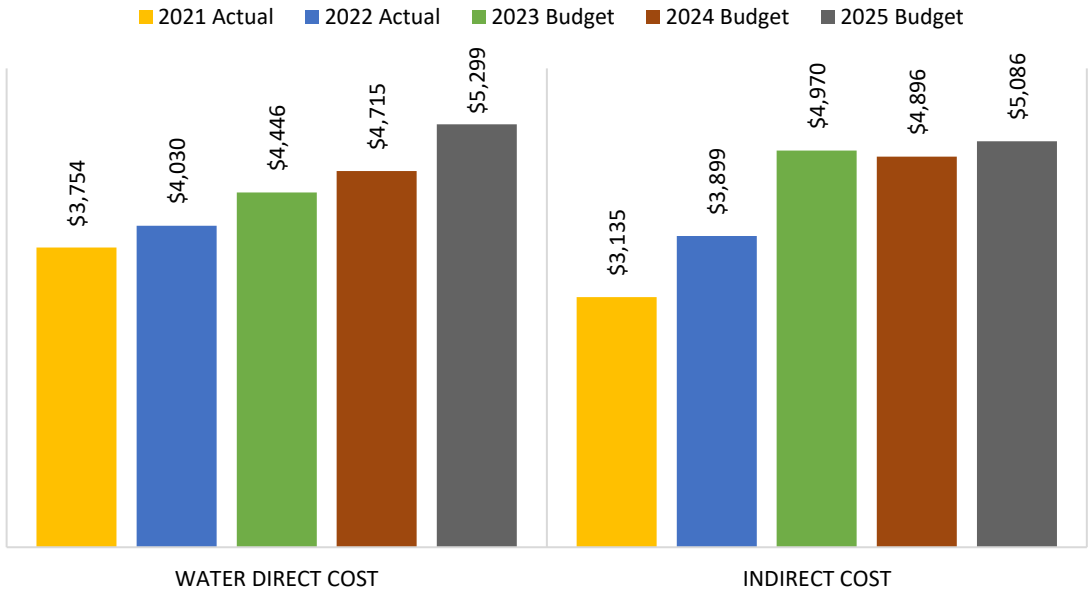
	FY 2023 ACTUAL	FY 2024 BUDGET	2024- 7 MO ACTUAL	FY 2025 BUDGET	% CHANGE from FY24 BUDGET
1. Revenues:					
2. Metered Billings	$11,496,849	$13,023,900	$7,345,073	$13,600,900	4.43%
3. Misc. Operating Revenue	147,979	152,600	79,148	135,900	-10.94%
4. Non-Operating Revenue	342,468	384,800	260,328	386,900	0.55%
5. Total Revenues	**11,987,296**	**13,561,300**	**7,684,549**	**14,123,700**	**4.15%**
6. Other Revenue Sources:					
7. R & R Contribution	2,004,926	1,469,300	699,083	2,740,300	86.50%
8. Total Other Revenue Sources	**2,004,926**	**1,469,300**	**699,083**	**2,740,300**	**86.50%**
9. Balance	**13,992,222**	**15,030,600**	**8,383,632**	**16,864,000**	**12.20%**
10. Operation & Maintenance Expenses:					
Direct Cost Center					
11. Water Operations	4,675,707	4,715,250	2,438,914	5,299,000	12.38%
Indirect Cost Centers					
12. Administration	270,616	374,547	128,623	377,663	0.83%
13. Information Technology	411,784	546,058	258,167	644,931	18.11%
14. Human Resources	1,393,285	1,553,669	761,390	1,574,328	1.33%
15. Central Services	454,980	489,992	295,202	510,372	4.16%
16. Engineering	530,824	741,243	320,624	746,216	0.67%
17. Finance/Customer Service/Purchasing	1,101,096	1,190,058	604,032	1,232,691	3.58%
18. Total O&M Expenses	**8,838,292**	**9,610,817**	**4,806,952**	**10,385,201**	**8.06%**
19. Balance	**5,153,930**	**5,419,783**	**3,576,680**	**6,478,799**	**19.54%**
20. To Sinking Fund:					
21. 2020 Bond	1,320,428	1,395,156	813,841	1,387,500	-0.55%
22. 2025 Bond	0	0	0	348,878	0.00%
23. Total To Sinking Fund	**1,320,428**	**1,395,156**	**813,841**	**1,736,378**	**24.46%**
24. Balance	**3,833,502**	**4,024,627**	**2,762,839**	**4,742,421**	**17.84%**
25. To Capital Improvement Plan:					
26. Transfer to R & R Contribution	1,451,740	820,072	688,488	940,099	14.64%
27. Additional Required	0	1,446,755	0	785,522	-45.70%
28. Contributed Capital and Easement	1,038,656	100,600	282,360	1,296,800	1189.07%
29. Transfer to R & R - Restricted Fund	646,246	859,100	206,610	888,800	3.46%
30. Total To Capital Improvement Plan	**3,136,642**	**3,226,527**	**1,177,458**	**3,911,221**	**21.22%**
31. Balance	**696,860**	**798,100**	**1,585,381**	**831,200**	**4.15%**
32. Transfer to City	696,860	798,100	434,567	831,200	4.15%
33. Balance	**0**	**0**	**1,150,814**	**0**	**0.00%**

New Smyrna Beach Utilities

Water Revenue Trends (in thousands)



Water O & M (in thousands)

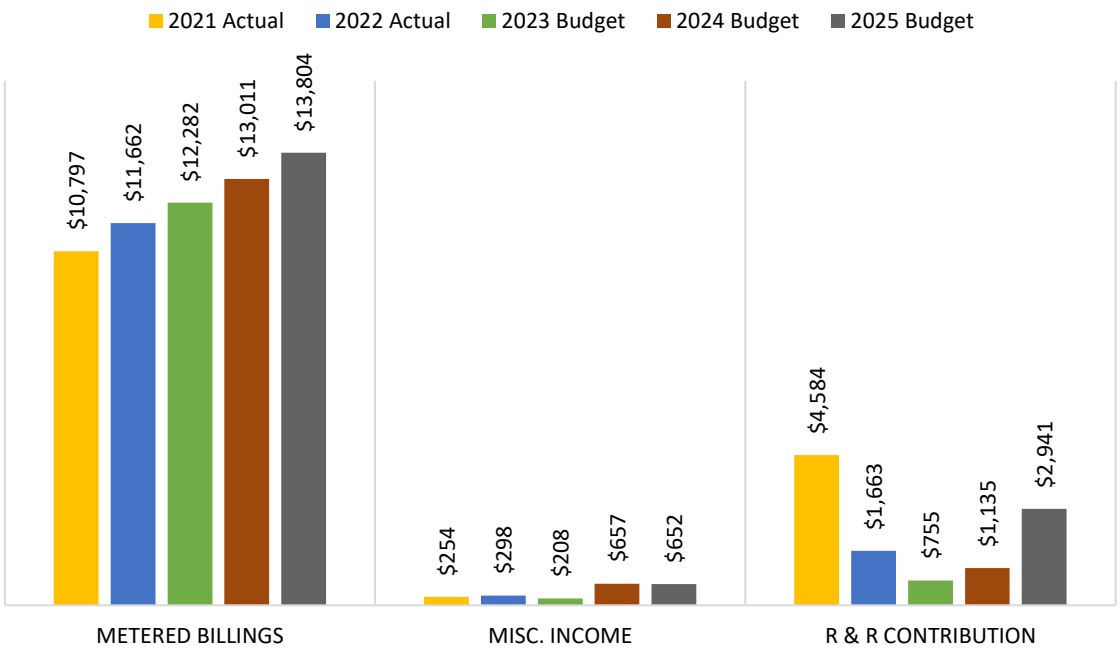


NEW SMYRNA BEACH UTILITIES
FORECAST REPORT
BUDGET FY 2025
RECLAMATION SYSTEM

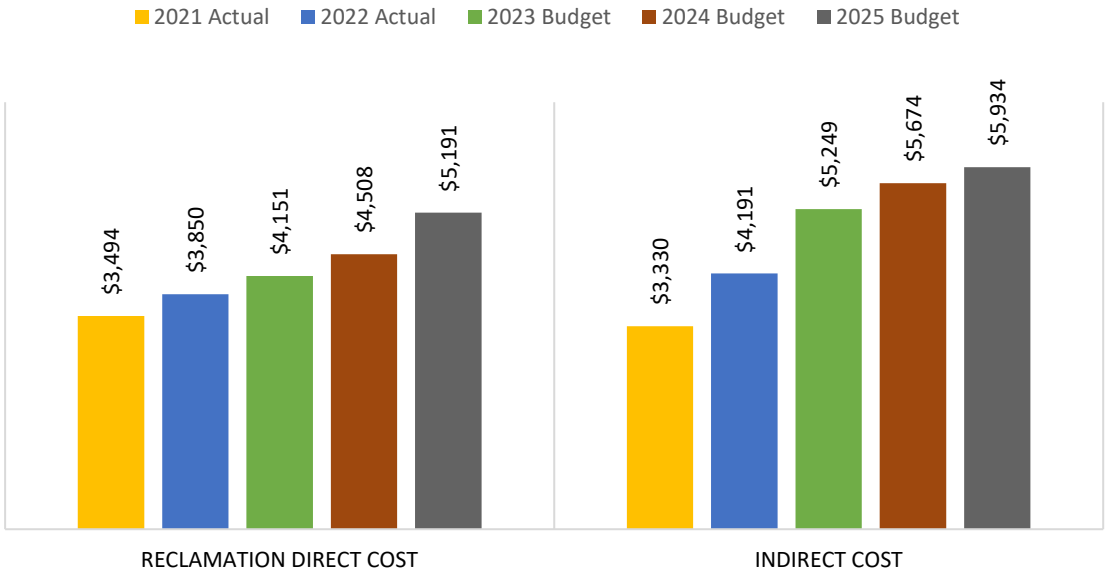
	FY 2023 ACTUAL	FY 2024 BUDGET	2024- 7 MO ACTUAL	FY 2025 BUDGET	% CHANGE from FY24 BUDGET
1. Revenues:					
2. Sales	$12,337,400	$13,010,600	$7,545,510	$13,804,200	6.10%
3. Misc. Operating Revenue	41,781	43,900	23,988	42,900	-2.28%
4. Non-Operating Revenue	611,832	613,000	400,947	609,000	-0.65%
5. Total Revenues	**12,991,013**	**13,667,500**	**7,970,445**	**14,456,100**	**5.77%**
6. Other Revenue Sources:					
7. R & R Contribution	2,792,317	1,134,900	609,641	2,941,350	159.17%
8. Total Other Revenue Sources	**2,792,317**	**1,134,900**	**609,641**	**2,941,350**	**159.17%**
9. Balance	**15,783,330**	**14,802,400**	**8,580,086**	**17,397,450**	**17.53%**
10. Operation & Maintenance Expenses:					
Direct Cost Center					
11. Reclamation Operations	4,334,845	4,508,200	2,622,009	5,190,800	15.14%
Indirect Cost Centers					
12. Administration	310,342	475,194	163,308	464,691	-2.21%
13. Information Technology	549,173	893,799	421,594	1,105,596	23.70%
14. Human Resources	1,309,794	1,601,766	757,160	1,714,420	7.03%
15. Central Services	501,100	623,325	369,810	629,650	1.01%
16. Engineering	576,830	846,868	365,058	841,620	-0.62%
17. Finance/Customer Service/Purchasing	1,104,553	1,233,035	626,344	1,178,439	-4.43%
18. Total O&M Expenses	**8,686,637**	**10,182,187**	**5,325,283**	**11,125,216**	**9.26%**
19. Balance	**7,096,693**	**4,620,213**	**3,254,803**	**6,272,234**	**35.76%**
20. To Sinking Fund:					
21. 2020 Bond	1,519,865	1,491,657	870,134	1,593,020	6.80%
22. 2025 Bond	0	0	0	804,991	0.00%
23. Total To Sinking Fund	**1,519,865**	**1,491,657**	**870,134**	**2,398,011**	**60.76%**
24. Balance	**5,576,828**	**3,128,556**	**2,384,669**	**3,874,223**	**23.83%**
25. To Capital Improvement Plan:					
26. Transfer to R & R Contribution	2,420,588	936,640	570,855	999,966	6.76%
27. Transfer to R & R - Restricted Fund	645,419	720,100	205,414	734,550	2.01%
28. Additional Required	0	631,916	0	(571,293)	-190.41%
29. Contributed Capital and Easement	1,770,651	35,600	379,745	1,860,300	5125.56%
30. Total To Capital Improvement Plan	**4,836,658**	**2,324,256**	**1,156,014**	**3,023,523**	**30.09%**
31. Balance	**740,170**	**804,300**	**1,228,655**	**850,700**	**5.77%**
32. Transfer to City	740,170	804,300	452,208	850,700	5.77%
33. Balance	**0**	**0**	**776,447**	**0**	**0.00%**

New Smyrna Beach Utilities

Reclamation Revenue Trends (in thousands)



Reclamation O & M (in thousands)



Organizational

Composition

New Smyrna Beach Utilities

Authorized & Budgeted Positions
2025 Budget

Division	Number of Positions			
	2022	***2023***	**2024**	**2025**
110 - Commissioners	5	5	5	5
120 - General Manager/CEO	3	3	3	3
125 - Information Technology	8	8	6	6
130 - Human Resources	4	4	4	4
131 - Community Relations	1	1	-	-
132 - Safety & Risk Management	1	1	1	1
135 - Fleet/Generation	4	4	4	4
137 - Facilities	4	4	4	4
210 - Electric Operations	3	3	3	3
260 - Electric Transmission & Distribution	24	24	25	25
265 - Substation & Relay Maintenance	6	6	6	6
270 - System Operations/Generation	9	9	9	9
320 - Treatment Operations/Water Production	14	14	13	13
330 - Field Operations/Water Distribution	12	12	9	8
350 - Field Operations/Sewer Collections	12	12	14	14
360 - Treatment Operations/Pollution Control	23	23	22	22
410 - Engineering - Management	4	4	6	7
420 - Engineering - Environmental	8	8	8	7
430 - Engineering - Electrical	8	8	6	6
510 - Accounting	6	6	6	6
520 - Billing & Collections/Meter	23	24	25	25
550 - Materials Management	6	7	7	7
Total Positions	**188**	**190**	**186**	**185**

NEW SMYRNA BEACH UTILITIES

FY 2025 Budget Salaries
By Department

	FY 2023 ACTUAL	FY 2024 TOTAL BUDGET	TOTAL 2024 FORECAST	FY 2025 DRAFT BUDGET	% Change from FY 24 Budget
110 - Commission	$6,000	$6,000	$6,032	$6,000	
120 - Executive - General Manager/CEO	$564,762	$592,000	$580,099	$601,200	
125 - Information Technology	$328,909	$472,500	$437,407	$605,900	
	$899,671	$1,070,500	$1,023,538	$1,213,100	13.3%
130 - Human Resources	$257,992	$370,400	$327,343	$351,600	
131 - Communications	$97,011	$0	$0	$0	
132 - Safety & Risk Management	$111,623	$118,900	$116,886	$123,600	
135 - Fleet & Generation	$380,165	$338,500	$355,803	$344,200	
137 - Facilities	$233,091	$248,500	$252,652	$265,300	
	$1,079,882	$1,076,300	$1,052,684	$1,084,700	0.8%
210 - Electric Operations	$291,087	$309,600	$308,421	$330,800	
260 - Electric - Transmission & Distributio	$2,291,062	$2,527,100	$2,427,491	$2,658,900	
265 - Electric - Substation/Relay	$677,843	$687,900	$685,293	$686,300	
270 - Electric - Systems Operations	$1,121,382	$1,032,600	$1,132,873	$1,058,900	
	$4,381,374	$4,557,200	$4,554,078	$4,734,900	3.9%
320 - Water Distribution	$1,386,784	$1,239,300	$1,260,841	$1,220,300	
330 - Water Production	$741,972	$712,600	$699,872	$707,600	
350 - Wastewater Collection	$756,973	$782,600	$761,138	$831,500	
360 - Wastewater Treatment Ops	$1,171,353	$1,132,700	$1,170,183	$1,180,300	
	$4,057,082	$3,867,200	$3,892,034	$3,939,700	1.9%
410 - Engineering Management	$462,397	$630,000	$580,633	$703,000	
420 - Engineering Environmental	$412,754	$660,000	$620,654	$638,400	
430 - Engineering Electrical	$502,416	$568,600	$561,081	$572,500	
	$1,377,567	$1,858,600	$1,762,368	$1,913,900	3.0%
510 - Finance Accounting	$613,707	$658,900	$668,493	$660,700	
520 - Finance Customer Service/Meter	$1,295,707	$1,485,300	$1,442,866	$1,495,100	
550 - Finance Materials Management	$456,499	$467,800	$469,190	$495,000	
	$2,365,913	$2,612,000	$2,580,549	$2,650,800	1.5%
	$14,161,489	**$15,041,800**	**$14,865,251**	**$15,537,100**	**3.3%**

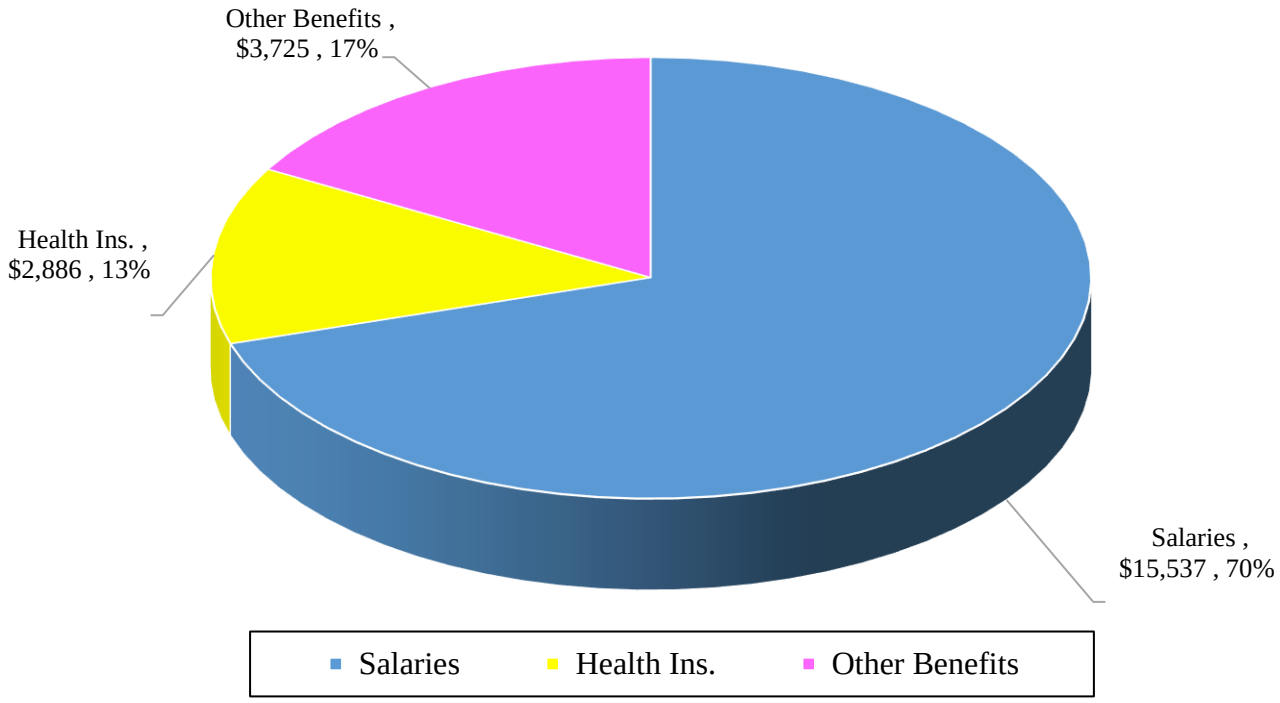
SELECTED BENEFITS BY DIVISION

Benefits By Division					
Electric					
Health Insurance	$1,244,668	$1,409,856	$1,356,935	$1,574,906	
Workmans Comp	$24,290	$59,499	$48,118	$63,313	
Other Benefits	$1,697,330	$1,883,630	$1,827,698	$1,969,901	
	$2,966,288	$3,352,985	$3,232,751	$3,608,120	7.6%
Water					
Health Insurance	$557,306	$603,926	$585,701	$641,158	
Workmans Comp	$19,378	$25,487	$27,339	$25,775	
Other Benefits	$741,005	$806,872	$762,393	$801,965	
	$1,317,689	$1,436,285	$1,375,433	$1,468,898	2.3%
Reclamation					
Health Insurance	$564,743	$592,718	$575,834	$669,436	
Workmans Comp	$15,779	$25,014	$25,894	$26,912	
Other Benefits	$627,471	$791,898	$742,702	$837,334	
	$1,207,993	$1,409,630	$1,344,430	$1,533,682	8.8%
TOTAL EMPLOYEE BENEFITS	**$5,491,970**	**$6,198,900**	**$5,952,614**	**$6,610,700**	**6.6%**

Human Resources

2025 Budget

Cost of Benefits



Grand Total $ 22,147,800

Average Employee Compensation

Salary	$ 86,284
Health Insurance	$ 16,031
Retirement & Other Benefits	$ 20,696
Total	$ 123,010

5-Year Budget Projections

FY 2025 to FY 2029

NEW SMYRNA BEACH UTILITIES
5-YEAR PROJECTIONS FY 2025 TO FY 2029
COMBINED SYSTEM

	FY 2025 BUDGET	FY 2026 BUDGET	FY 2027 BUDGET	FY 2028 BUDGET	FY 2029 BUDGET
1. Revenues:					
2. Electric	54,859,100	$56,141,950	$57,856,035	59,797,749	$61,835,157
3. Water	14,123,700	14,316,268	14,515,442	14,721,368	14,930,350
4. Reclamation	14,456,100	14,613,083	14,772,753	14,937,788	15,106,988
5. Total Revenues	**83,438,900**	**85,071,301**	**87,144,231**	**89,456,906**	**91,872,496**
6. Other Revenue Sources:					
7. R & R Contribution	6,859,550	7,062,392	7,264,576	7,486,706	7,691,598
8. Total Other Sources	**6,859,550**	**7,062,392**	**7,264,576**	**7,486,706**	**7,691,598**
9. Balance	**90,298,450**	**92,133,694**	**94,408,807**	**96,943,612**	**99,564,094**
10. Operation & Maintenance Expenses:					
Direct Cost Centers					
11. Purchased Power	29,674,600	30,119,700	30,571,500	31,121,800	31,682,000
12. Electric Operations	7,358,350	7,468,700	7,580,700	7,717,200	7,856,100
13. Water Operations	5,299,000	5,341,400	5,384,100	5,427,200	5,470,600
14. Reclamation Operations	5,190,800	5,216,800	5,242,900	5,269,100	5,295,400
Indirect Cost Centers					
15. Administration	1,705,220	1,723,500	1,741,900	1,763,300	1,785,100
16. Information Technology	3,071,100	3,101,600	3,132,500	3,167,800	3,203,600
17. Human Resources	7,112,750	7,191,300	7,270,800	7,363,200	7,457,000
18. Central Services	1,911,504	1,930,400	1,949,400	1,971,000	1,993,000
19. Engineering	2,828,150	2,856,900	2,886,000	2,919,400	2,953,200
20. Finance/Customer Service/Purchasing	3,843,852	3,881,100	3,918,700	3,961,300	4,004,400
21. Total O&M Expenses	**67,995,326**	**68,831,400**	**69,678,500**	**70,681,300**	**71,700,400**
22. Balance	**22,303,124**	**23,302,294**	**24,730,307**	**26,262,312**	**27,863,694**
23. To Sinking Fund:					
24. 2020 Bond	4,163,375	4,156,125	4,144,875	3,879,625	3,882,875
25. 2025 Bond	2,090,344	3,769,688	3,782,188	4,042,938	4,044,438
26. Total Debt Service	**6,253,719**	**7,925,813**	**7,927,063**	**7,922,563**	**7,927,313**
27. Balance	**16,049,405**	**15,376,481**	**16,803,244**	**18,339,749**	**19,936,381**
28. To Capital Improvement Plan:					
29. Transfer to R & R Contribution	3,863,308	4,537,730	4,590,166	4,656,111	4,724,337
30. Additional Required	1,638,648	23,307	1,105,615	2,251,325	3,467,341
31. Contributed Capital and Easement	3,944,400	4,062,809	4,185,047	4,311,375	4,441,946
32. Transfer to R & R - Restricted Fund	1,623,350	1,673,400	1,717,550	1,776,150	1,811,800
33. Total To Capital Improvements	**11,069,706**	**10,297,246**	**11,598,378**	**12,994,961**	**14,445,423**
34. Balance	**4,979,700**	**5,079,235**	**5,204,866**	**5,344,788**	**5,490,958**
35. Transfer to City	4,979,700	5,079,235	5,204,866	5,344,788	5,490,958
36. Balance	**0**	**(0)**	**0**	**0**	**0**

NEW SMYRNA BEACH UTILITIES
5-YEAR PROJECTIONS FY 2025 TO FY 2029
ELECTRIC SYSTEM

	FY 2025 BUDGET	FY 2026 FORECAST	FY 2027 FORECAST	FY 2028 FORECAST	FY 2029 FORECAST
1. Revenues:					
2. Direct Sales:					
3. Metered Billings	$49,748,500	50,880,886	52,061,880	$53,422,535	54,838,886
4. Load Management Credits	(175,900)	(131,913)	(65,957)	(16,489)	0
5. Energy Cost Adjustments	3,406,200	3,484,957	3,923,866	4,426,625	5,001,738
6. Underrecovery of Fuel Costs	0	0	0	0	0
7. Misc. Operating Revenue	622,200	637,737	653,633	669,925	686,623
8. Non Operating Revenue	1,258,100	1,270,283	1,282,613	1,295,153	1,307,910
9. Total Revenues	**54,859,100**	**56,141,950**	**57,856,035**	**59,797,749**	**61,835,157**
10. Other Revenue Sources:					
11. R&R Contribution	1,177,900	1,236,849	1,298,691	1,363,626	1,431,807
12. Total Other Revenue Sources	**1,177,900**	**1,236,849**	**1,298,691**	**1,363,626**	**1,431,807**
13. Balance	**56,037,000**	**57,378,799**	**59,154,727**	**61,161,375**	**63,266,965**
14. Operation & Maintenance Expenses:					
Direct Cost Center					
15. Purchased Power	29,674,600	30,119,700	30,571,500	31,121,800	31,682,000
16. Electric Operations	7,358,350	7,468,700	7,580,700	7,717,200	7,856,100
Indirect Cost Centers					
17. Administration	862,866	875,800	888,900	904,900	921,200
18. Information Technology	1,320,573	1,340,400	1,360,500	1,385,000	1,409,900
19. Human Resources	3,824,002	3,881,400	3,939,600	4,010,500	4,082,700
20. Central Services	771,482	783,100	794,800	809,100	823,700
21. Engineering	1,240,314	1,258,900	1,277,800	1,300,800	1,324,200
22. Finance/Customer Service/Purchasing	1,432,722	1,454,200	1,476,000	1,502,600	1,529,600
23. Total O&M Expenses	**46,484,909**	**47,182,200**	**47,889,800**	**48,751,900**	**49,629,400**
24. Balance	**9,552,091**	**10,196,599**	**11,264,927**	**12,409,475**	**13,637,565**
25. To Sinking Fund:					
26. 2020 Bond	1,182,855	1,182,057	1,180,820	1,738,072.00	1,739,528
27. 2025 Bond	936,474	1,688,820	1,694,420	1,811,236.00	1,811,908
28. Total To Sinking Fund	**2,119,329**	**2,870,877**	**2,875,240**	**3,549,308**	**3,551,436**
29. Balance	**7,432,762**	**7,325,722**	**8,389,687**	**8,860,167**	**10,086,129**
30. To Capital Improvement Plan:					
31. Transfer to R & R Contribution	1,923,243	2,223,382	2,247,110	2,283,379	2,321,350
32. Additional Required	1,424,419	898,868	1,793,255	2,065,971	3,084,475
33. Contributed Capital and Easement	787,300	826,730	868,067	911,470	957,043
34. Total To Capital Improvement Plan	**4,134,962**	**3,948,980**	**4,908,431**	**5,260,820**	**6,362,868**
35. Balance	**3,297,800**	**3,376,742**	**3,481,256**	**3,599,347**	**3,723,261**
36. Transfer to City	3,297,800	3,376,742	3,481,256	3,599,347	3,723,261
37. Balance	**0**	**0**	**0**	**0**	**(0)**

NEW SMYRNA BEACH UTILITIES
5-YEAR PROJECTIONS FY 2025 TO FY 2029
WATER SYSTEM

	FY 2025 BUDGET	FY 2026 FORECAST	FY 2027 FORECAST	FY 2028 FORECAST	FY 2029 FORECAST
1. Revenues:					
2. Metered Billings	$13,600,900	13,786,400	$13,978,300	$14,176,800	14,378,200
3. Misc. Operating Revenue	135,900	139,246	142,727	146,295	149,952
4. Non-Operating Revenue	386,900	390,622	394,415	398,273	402,198
5. Total Revenues	**14,123,700**	**14,316,268**	**14,515,442**	**14,721,368**	**14,930,350**
6. Other Revenue Sources:					
7. R & R Contribution	2,740,300	2,793,829	2,863,173	2,933,507	2,990,007
8. Total Other Revenue Sources	**2,740,300**	**2,793,829**	**2,863,173**	**2,933,507**	**2,990,007**
9. Balance	**16,864,000**	**17,110,097**	**17,378,615**	**17,654,875**	**17,920,357**
10. Operation & Maintenance Expenses:					
Direct Cost Center					
11. Water Operations	5,299,000	5,341,400	5,384,100	5,427,200	5,470,600
Indirect Cost Centers					
12. Administration	377,663	380,700	383,700	386,800	389,900
13. Information Technology	644,931	650,100	655,300	660,500	665,800
14. Human Resources	1,574,328	1,586,900	1,599,600	1,612,400	1,625,300
15. Central Services	510,372	514,500	518,600	522,700	526,900
16. Engineering	746,216	752,200	758,200	764,300	770,400
17. Finance/Customer Service/Purchasing	1,232,691	1,242,600	1,252,500	1,262,500	1,272,600
18. Total O&M Expenses	**10,385,201**	**10,468,400**	**10,552,000**	**10,636,400**	**10,721,500**
19. Balance	**6,478,799**	**6,641,697**	**6,826,615**	**7,018,475**	**7,198,857**
20. To Sinking Fund:					
21. 2020 Bond	1,387,500	1,383,803	1,378,065.41	647,509.41	648,052
22. 2025 Bond	348,878	629,161	631,247.09	674,766.27	675,017
23. Total To Sinking Fund	**1,736,378**	**2,012,964**	**2,009,313**	**1,322,276**	**1,323,068**
24. Balance	**4,742,421**	**4,628,734**	**4,817,302**	**5,696,200**	**5,875,789**
25. To Capital Improvement Plan:					
26. Transfer to R & R Contribution	940,099	1,145,301	1,161,235	1,177,709	1,194,428
27. Additional Required	785,522	408,044	506,025	1,292,567	1,393,375
28. Contributed Capital and Easement	1,296,800	1,329,276	1,362,508	1,396,571	1,431,485
29. Transfer to R & R - Restricted Fund	888,800	903,600	933,300	963,000	977,850
30. Total To Capital Improvement Plan	**3,911,221**	**3,786,221**	**3,963,068**	**4,829,847**	**4,997,138**
31. Balance	**831,200**	**842,512**	**854,234**	**866,353**	**878,651**
32. Transfer to City	831,200	842,512	854,234	866,353	878,651
33. Balance	**0**	**(0)**	**0**	**0**	**0**

NEW SMYRNA BEACH UTILITIES
5-YEAR PROJECTIONS FY 2025 TO FY 2029
RECLAMATION SYSTEM

	FY 2025 BUDGET	FY 2026 FORECAST	FY 2027 FORECAST	FY 2028 FORECAST	FY 2029 FORECAST
1. Revenues:					
2. Sales	$13,804,200	13,956,400	$14,111,200	$14,271,300	14,435,500
3. Misc. Operating Revenue	42,900	43,971	45,070	46,197	47,352
4. Non-Operating Revenue	609,000	612,712	616,483	620,291	624,136
5. Total Revenues	**14,456,100**	**14,613,083**	**14,772,753**	**14,937,788**	**15,106,988**
6. Other Revenue Sources:					
7. R & R Contribution	2,941,350	3,031,714	3,102,712	3,189,573	3,269,784
8. Total Other Revenue Sources	**2,941,350**	**3,031,714**	**3,102,712**	**3,189,573**	**3,269,784**
9. Balance	**17,397,450**	**17,644,797**	**17,875,465**	**18,127,361**	**18,376,772**
10. Operation & Maintenance Expenses:					
Direct Cost Center					
11. Reclamation Operations	5,190,800	5,216,800	5,242,900	5,269,100	5,295,400
Indirect Cost Centers					
12. Administration	464,691	467,000	469,300	471,600	474,000
13. Information Technology	1,105,596	1,111,100	1,116,700	1,122,300	1,127,900
14. Human Resources	1,714,420	1,723,000	1,731,600	1,740,300	1,749,000
15. Central Services	629,650	632,800	636,000	639,200	642,400
16. Engineering	841,620	845,800	850,000	854,300	858,600
17. Finance/Customer Service/Purchasing	1,178,439	1,184,300	1,190,200	1,196,200	1,202,200
18. Total O&M Expenses	**11,125,216**	**11,180,800**	**11,236,700**	**11,293,000**	**11,349,500**
19. Balance	**6,272,234**	**6,463,997**	**6,638,765**	**6,834,361**	**7,027,272**
20. To Sinking Fund:					
21. 2020 Bond	1,593,020	1,590,265	1,585,990.09	1,494,043.59	1,495,295
22. 2025 Bond	804,991	1,451,707	1,456,520.41	1,556,935.23	1,557,513
23. Total To Sinking Fund	**2,398,011**	**3,041,972**	**3,042,510**	**3,050,979**	**3,052,808**
24. Balance	**3,874,223**	**3,422,025**	**3,596,255**	**3,783,383**	**3,974,464**
25. To Capital Improvement Plan:					
26. Transfer to R & R Contribution	999,966	1,169,047	1,181,820	1,195,023	1,208,559
27. Transfer to R & R - Restricted Fund	734,550	769,800	784,250	813,150	833,950
28. Additional Required	(571,293)	(1,283,604)	(1,193,665)	(1,107,214)	(1,010,509)
29. Contributed Capital and Easement	1,860,300	1,906,803	1,954,473	2,003,335	2,053,418
30. Total To Capital Improvement Plan	**3,023,523**	**2,562,045**	**2,726,878**	**2,904,294**	**3,085,418**
31. Balance	**850,700**	**859,980**	**869,377**	**879,089**	**889,046**
32. Transfer to City	850,700	859,980	869,377	879,089	889,046
33. Balance	**0**	**(0)**	**0**	**0**	**0**

Proposed

Capital Improvement Plan

FY 2025 to FY 2034

Capital Improvement Plan (CIP)
FY 2025 - 2034

Executive Summary

The FY25 – FY34 10-year $287.2M [$305.7M including projects funded by Capital Connection Fees] CIP Budget reflects the 6th year of a detailed prioritized risk assessed capital plan reflecting projected growth, expected usage, and includes projects from the approved Modernization Roadmap Plan focusing on the reliability and resiliency of NSBU's system and meeting the evolving needs and expectation of the customers and community we serve. The current year's 10-year budget includes several significant initiatives that we have planned for over the last several years such Advanced Metering Infrastructure (AMI) including full deployment of electric and water meters, and smart grid network, Work and Asset Management (WAMS), Glencoe Water Treatment Plant (GWTP) Chemical Improvements, Grid Reliability Project (Electric), GWTP Water Pelletization softening facilities and several other substantial initiatives. This portfolio of projects is part of NSBU's long-term reliability and resiliency infrastructure efforts to ensure that NSBU will continue to provide quality electric and water utility services for today and the foreseeable future.

After developing a Vision for how we will serve and meet our customers current and future needs, NSBU embarked on electric and water modernization and optimization studies in 2020 to evaluate where NSBU can make strategic infrastructure and systems investments to; improve electric and water reliability and resiliency, improve operational efficiency and enhance the Customer Experience (CX). Based on these extensive evaluations of NSBU's infrastructure and systems investments, a long-term cohesive strategy and multi-year Modernization Roadmap implementation plan based on industry best practices was approved by the Commission in 2020. The strategic portfolio of Modernization projects resulting from these studies are incorporated into the annual CIP process, and then updated in each subsequent NSBU capital budget in a planful manner.

For the 2025 CIP capital budget build, the General Manager/CEO, VP-CFO and the Directors reviewed and confirmed the overall long-term strategy for both the water and electric businesses. The leadership team then compiled the list of potential projects and prioritized them based on risk and Modernization project timeline. This approach assures reliability and resiliency of NSBU's infrastructure, consistent with the overall Vision and Modernization strategies.

As referenced above, each project's risk profile was evaluated for its impact to NSBU's existing infrastructure and probability of occurrence, work category (i.e., reliability/performance, interagency/3rd Party, etc.) along with a monthly spend forecast for the first two years. Several prioritization and challenge sessions were held with the team to ensure that the right mix of electric, water and wastewater projects were prioritized in the 2025 budget along with line of sight to successful execution.

The 2025-2034 ten-year CIP Budget is broken down in the following table for each of the first five years, and summarized for years six through ten:

Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Total Common	$ 1,927,000	$ 1,216,000	$ 505,000	$ 463,000	$ 415,000	$ 2,600,000
Total Electric	$ 12,907,893	$ 13,594,907	$ 23,035,200	$ 21,447,000	$ 12,198,000	$ 43,546,000
Total Water	$ 19,670,763	$ 22,548,990	$ 13,207,000	$ 4,213,500	$ 3,145,000	$ 15,454,000
Total Reclamation	$ 14,114,398	$ 13,555,000	$ 9,004,000	$ 10,773,000	$ 12,251,000	$ 33,866,000
Grand Total CIP	$ 48,620,054	$ 50,914,897	$ 45,751,200	$ 36,896,500	$ 28,009,000	$ 95,466,000

The subsequent pages outline the Major and Annual project costs, reflecting a significant amount of effort invested by the team to prioritize the CIP projects.

Capital Improvement Summary *(whole dollars)*

	Prior Years	2025	2026	2027	2028	2029	2030-2034	TOTAL '25-'34
Common Improvements	$ 1,789,116	$ 1,927,000	$ 1,216,000	$ 505,000	$ 463,000	$ 415,000	$ 2,600,000	$ 7,126,000
Electric Improvements	3,041,700	12,907,893	13,594,907	23,035,200	21,447,000	12,198,000	43,546,000	126,729,000
Water Improvements	3,108,900	19,670,763	22,548,990	13,207,000	4,213,500	3,145,000	15,454,000	78,239,253
Reclaim Water Improvements	4,993,600	14,114,398	13,555,000	9,004,000	10,773,000	12,251,000	33,866,000	93,563,398
Total	**$ 12,933,316**	**$ 48,620,054**	**$ 50,914,897**	**$ 45,751,200**	**$ 36,896,500**	**$ 28,009,000**	**$ 95,466,000**	**$ 305,657,651**

		Prior Years	2025	2026	2027	2028	2029	2030-2034	TOTAL '25-'34
Electric	Transfer from Restricted R & R	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Mandatory Transfer to R & R	-	1,923,243	2,223,382	2,247,110	2,283,379	2,321,350	14,636,788	25,635,252
	Additional Transfer to R & R	-	6,982,289	2,105,278	13,192,838	9,508,177	7,548,806	29,922,172	69,259,561
	Series 2020/Alternate Financing	3,738,740	4,753,120	9,740,000	7,792,000	9,835,829	2,489,528	-	34,610,477
		3,738,740	13,658,652	14,068,661	23,231,948	21,627,385	12,359,684	44,558,960	$ 129,505,290
Water	Transfer from Restricted R & R	-	6,750,000	3,060,000	-	-	-	-	9,810,000
	Mandatory Transfer to R & R	-	940,099	1,145,301	1,161,235	1,177,709	1,194,428	6,241,423	11,860,197
	Additional Transfer to R & R	-	9,309,684	11,590,889	6,868,197	-	758,472	9,888,577	38,415,817
	Series 2020/Alternate Financing	3,574,070	3,172,000	7,068,960	5,308,868	3,156,171	1,300,000	-	20,005,999
		3,574,070	20,171,783	22,865,150	13,338,300	4,333,880	3,252,900	16,130,000	80,092,013
Reclaim Water	Transfer from Restricted R & R	-	2,950,500	4,621,000	1,100,000	-	-	-	8,671,500
	Mandatory Transfer to R & R	-	999,966	1,169,047	1,181,820	1,195,023	1,208,559	6,259,498	12,013,913
	Additional Transfer to R & R	-	6,564,273	-	-	2,732,212	9,977,385	28,517,542	47,791,412
	Series 2020/Alternate Financing	5,620,506	4,274,880	8,191,040	6,899,132	7,008,000	1,210,472	-	27,583,524
		5,620,506	14,789,619	13,981,087	9,180,952	10,935,235	12,396,416	34,777,040	96,060,349
TOTAL	Transfer from Restricted R & R	-	9,700,500	7,681,000	1,100,000	-	-	-	18,481,500
	Mandatory Transfer to R & R	-	3,863,308	4,537,730	4,590,166	4,656,111	4,724,337	27,137,709	49,509,362
	Additional Transfer to R & R	-	22,856,246	13,696,167	20,061,034	12,240,389	18,284,663	68,328,291	155,466,791
	Series 2020/Alternate Financing	12,933,316	12,200,000	25,000,000	20,000,000	20,000,000	5,000,000	-	82,200,000
		$ 12,933,316	**$ 48,620,054**	**$ 50,914,897**	**$ 45,751,200**	**$ 36,896,500**	**$ 28,009,000**	**$ 95,466,000**	**$ 305,657,653**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Engineering												
Common	MP-(1)	Western Complex Project Site Development	Medium	3-System Performance & Capacity		1,789,116	100,000	-	-	-	-	-
		Subtotal				**1,789,116**	**100,000**	**-**	**-**	**-**	**-**	**-**
Facilities Management												
Common	AP-(1)	Air Conditioners	High	3-System Performance & Capacity		-	70,000	20,000	20,000	20,000	20,000	100,000
Common	AP-(2)	Facility Improvements - COB	High	3-System Performance & Capacity		-	20,000	10,000	10,000	10,000	10,000	50,000
Common	AP-(7)	Facility Improvements - Head End Building	High	3-System Performance & Capacity		-	5,000	-	-	-	5,000	40,000
Common	AP-(8)	Facility Improvements - Fleet/Generation	High	3-System Performance & Capacity		-	5,000	-	-	5,000	-	10,000
Common	AP-(9)	Tools & Equipment - Facilities	Low	3-System Performance & Capacity		-	-	-	3,000	-	3,000	6,000
Common	AP-(13)	Fencing - Common	High	3-System Performance & Capacity		-	15,000	-	-	-	25,000	25,000
Common	MP-(1)	COB Parking Lot Improvements	High	2-Corrective Maintenance			25,000	-	-	-	-	105,000
Common	MP-(3)	Cable Storage Building - Warehouse	High	3-System Performance & Capacity			250,000	-	-	-	-	-
		Subtotal				**-**	**390,000**	**30,000**	**33,000**	**35,000**	**63,000**	**336,000**
Fleet Maint/Generation												
Common	AP-(1)	Light/Medium Duty Vehicles-Finance	Low	3-System Performance & Capacity		-	-	-	35,000	70,000	-	115,000
Common	AP-(2)	Powered Equip - Finance	Low	3-System Performance & Capacity		-	-	125,000	-	-	-	70,000
Common	AP-(3)	Vehicles - IT Dept	Low	3-System Performance & Capacity		-	-	-	-	25,000	-	25,000
Common	AP-(11)	Tools & Powered Equip - Fleet	Low	3-System Performance & Capacity		-	-	5,000	-	-	40,000	10,000
Common	AP-(12)	Light/Medium Duty Vehicles - CS	Low	3-System Performance & Capacity		-	-	30,000	100,000	25,000	25,000	195,000
Common	AP-(13)	Fuel Tanks - Generation	Low	3-System Performance & Capacity		-	-	6,000	-	6,000	-	6,000
Common	AP-(15)	Light/Medium Duty Vehicles - ENG	Low	3-System Performance & Capacity		-	-	-	60,000	-	-	30,000
Common	AP-(16)	Tools&PoweredEquip-Generation	Low	3-System Performance & Capacity		-	5,000	-	-	5,000	-	10,000
Common	AP-(17)	Generators	Low	3-System Performance & Capacity		-	-	-	-	-	-	450,000
		Subtotal				**-**	**5,000**	**166,000**	**195,000**	**131,000**	**65,000**	**911,000**
Information Technology												
Common	AP - (1)	Facilities Infra & Networking	High	3-System Performance & Capacity		-	310,000	310,000	12,000	12,000	12,000	73,000
Common	AP - (2)	Workspace & Life Cycle Mgmt	Medium	3-System Performance & Capacity		-	42,000	50,000	75,000	75,000	75,000	375,000
Common	AP - (3)	Servers	Medium	3-System Performance & Capacity		-	210,000	200,000	30,000	60,000	-	180,000
Common	AP - (4)	Storage	Medium	3-System Performance & Capacity		-	360,000	360,000	30,000	20,000	20,000	100,000
Common	AP - (5)	Business Continuity and Disaster Recovery	Medium	3-System Performance & Capacity		-	41,000	30,000	30,000	30,000	30,000	150,000
Common	AP - (6)	Cybersecurity Enhancement	Medium	3-System Performance & Capacity		-	120,000	10,000	10,000	10,000	10,000	55,000
Common	AP - (7)	SCADA Systems | Electric	Low	3-System Performance & Capacity		-	260,000	50,000	90,000	-	140,000	230,000
Common	AP - (8)	SCADA Systems | Water Resources	Low	3-System Performance & Capacity		-	69,000	-	-	90,000	-	180,000
		Subtotal				**-**	**1,412,000**	**1,010,000**	**277,000**	**297,000**	**287,000**	**1,343,000**
Materials Management												
Common	AP-(1)	Materials Storage & Equipment	Medium	3-System Performance & Capacity		-	20,000	10,000	-	-	-	10,000
		Subtotal				**-**	**20,000**	**10,000**	**-**	**-**	**-**	**10,000**
		Total Common				**$ 1,789,116**	**$ 1,927,000**	**$ 1,216,000**	**$ 505,000**	**$ 463,000**	**$ 415,000**	**$ 2,600,000**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Engineering												
Electric	AP-(1)	115kV Breaker Replacements	Catastrophic	1-Preventative Maintenance		-	500,000	500,000	500,000	500,000	500,000	-
Electric	AP-(2)	DirectBuried Primary Program	Medium	1-Preventative Maintenance		-	-	-	-	-	-	1,200,000
Electric	AP-(3)	ERIP3-Loop Improvements	Medium	3-System Performance & Capacity		-	75,000	75,000	75,000	75,000	75,000	300,000
Electric	AP-(4)	Line 14 Voltage Conversion (to prep for Major Project)	High	3-System Performance & Capacity		-	100,000	100,000	100,000	100,000	100,000	500,000
Electric	MP-(1)	TSM - Field Street T-Line East Rebuild	Catastrophic	3-System Performance & Capacity		-	500,000	2,500,000	-	-	-	-
Electric	MP-(2)	ERIP - Airport Sub - Relay Replacement	High	3-System Performance & Capacity		30,000	300,000	-	-	-	-	-
Electric	MP-(3)	South Causeway Subaqueous Elec	Catastrophic	3-System Performance & Capacity		50,000	-	-	2,500,000	2,500,000	-	-
Electric	MP-(4)	I95 Pioneer Trail Electric	High	5-Interagency	FDOT	727,800	-	1,800,000	-	-	-	-
Electric	MP-(5)	Washington Streetscape Project	Medium	5-Interagency	City Of New Smyrna Beach	95,700	520,000	80,000	-	-	-	-
Electric	MP-(6)	ERIP - Work Plan Projects	High	3-System Performance & Capacity		-	100,000	100,000	100,000	500,000	500,000	2,000,000
Electric	MP-(7)	ERIP - Distribution OVHD Hardening	Medium	3-System Performance & Capacity		-	-	-	-	-	500,000	1,000,000
Electric	MP-(8)	Smyrna Substation-Circuit 32 Construction	High	3-System Performance & Capacity		1,338,400	850,000	-	-	-	-	-
Electric	MP-(9)	TSM-Transmission Loop	Catastrophic	3-System Performance & Capacity		169,000	300,000	300,000	6,400,000	6,400,000	-	-
Electric	MP-(10)	TSM-Field Street Substation Expansion	High	3-System Performance & Capacity		-	60,000	180,000	2,500,000	2,500,000	-	-
Electric	MP-(11)	TSM-Airport Substation Expansion	High	3-System Performance & Capacity		-	240,000	480,000	5,800,000	5,800,000	5,800,000	-
Electric	MP-(12)	TSM - Field St T-Line West Rebuild	Catastrophic	3-System Performance & Capacity		-	-	-	-	-	1,450,000	1,450,000
Electric	MP-(13)	WRF - Dual Electric Feed	Medium	3-System Performance & Capacity		-	-	-	-	-	-	500,000
Electric	MP-(14)	Line 17-Airport T-Line Clearnc	Medium	3-System Performance & Capacity		-	-	-	-	-	-	150,000
Electric	MP-(15)	480V - S. Causeway Lights	High	3-System Performance & Capacity		-	75,000	225,000	-	-	-	-
Electric	MP-(16)	SCADA/DA Communications	High	3-System Performance & Capacity		-	130,000	-	-	-	-	-
Electric	MP-(17)	ERIP - Feeder Tie Reclosers	High	3-System Performance & Capacity		-	55,000	55,000	55,000	55,000	55,000	220,000
Electric	MP-(18)	ERIP - SmyrSub-ElectoMech Relays	High	3-System Performance & Capacity	NERC	300,000	650,000	-	-	-	-	-
Electric	MP-(19)	FS Sub-23kV Oil Brkr & Switchs	High	3-System Performance & Capacity		-	-	-	60,000	60,000	60,000	120,000
Electric	MP-(20)	Line 14 Conversion (Major Project)	Medium	3-System Performance & Capacity		-	-	-	-	-	-	11,000,000
Electric	MP-(21)	Old Mission Rd - County Widening	Medium	5-Interagency	County of Volusia	-	400,000	-	-	-	-	-
Electric	MP-(22)	Barracuda Bridge Utility Improve	Medium	5-Interagency	FDOT	263,300	100,000	-	-	-	-	-
Electric	MP-(23)	Smyrna Sub - FS Line Switch	High	3-System Performance & Capacity		45,000	105,000	-	-	-	-	-
Electric	MP-(24)	Transformer Vault - Minorca	High	3-System Performance & Capacity		22,500	34,500	493,000	-	-	-	-
Electric	MP-(25)	ERIP - FS Sub - Communication Upgrades	High	3-System Performance & Capacity		-	150,000	-	-	-	-	-
Electric	MP-(26)	Water Treatment Plant - Dual Feed	Medium	3-System Performance & Capacity		-	-	100,000	-	-	-	-
Electric	MP-(27)	New SR44 Substation (West of I95)	High	4-New Business		-	-	-	-	-	-	7,500,000
		Subtotal				**3,041,700**	**5,244,500**	**6,988,000**	**18,090,000**	**18,490,000**	**9,040,000**	**25,940,000**
Facilities Management												
Electric	AP-(6)	Facility Improvements - T&D	High	3-System Performance & Capacity		-	10,000	10,000	10,000	10,000	10,000	90,000
Electric	AP-(12)	Fencing - Electric	Low	2-Corrective Maintenance		-	-	-	-	25,000	-	-
Electric	MP-(2)	T&D/Sys Ops Bathroom Remodel	High	3-System Performance & Capacity		-	150,000	-	-	-	-	-
Electric	MP-(5)	T&D Parking Lot Improvements	High	3-System Performance & Capacity		-	-	1,243,200	1,243,200	-	-	-
		Subtotal				**-**	**160,000**	**1,253,200**	**1,253,200**	**35,000**	**10,000**	**90,000**
Fleet Maint/Generation												
Electric	AP-(4)	Heavy Duty Vehicles - EL	High	3-System Performance & Capacity		-	980,280	358,900	575,000	-	300,000	2,475,000
Electric	AP-(5)	Light/Medium Duty Vehicles - EL	Low	3-System Performance & Capacity		-	-	55,000	70,000	35,000	-	300,000
Electric	AP-(6)	Power Operated/Heavy Equip- EL	Low	3-System Performance & Capacity		-	-	-	225,000	65,000	26,000	375,000
		Subtotal				**-**	**980,280**	**413,900**	**870,000**	**100,000**	**326,000**	**3,150,000**
Meter												
Electric	AP-(1)	Electric Meters	High	3-System Performance & Capacity		-	72,000	72,000	72,000	72,000	72,000	616,000
		Subtotal				**-**	**72,000**	**72,000**	**72,000**	**72,000**	**72,000**	**616,000**
Substation & Relay												
Electric	AP-(9)	Tools & Equipment - Substation	Low	1-Preventative Maintenance		-	20,000	30,000	10,000	10,000	10,000	50,000
Electric	AP-(15)	Schoolway Substation Improvements	Medium	3-System Performance & Capacity		-	60,000	60,000	50,000	50,000	50,000	250,000
Electric	AP-(16)	Airport Substation Improvements	Medium	3-System Performance & Capacity		-	60,000	60,000	50,000	50,000	50,000	250,000
Electric	AP-(17)	Field Street Substation Improvements	Medium	3-System Performance & Capacity		-	60,000	60,000	50,000	50,000	50,000	250,000
Electric	AP-(18)	Smyrna Substation Improvements	Medium	3-System Performance & Capacity		-	60,000	60,000	50,000	50,000	50,000	250,000
		Subtotal				**-**	**260,000**	**270,000**	**210,000**	**210,000**	**210,000**	**1,050,000**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Transmission & Distribution												
Electric	AP-(1)	Street Lights	Medium	4-New Business	City Of New Smyrna Beach	-	108,000	108,000	80,000	80,000	80,000	400,000
Electric	AP-(2)	Overhead Extensions	Medium	3-System Performance & Capacity		-	600,000	600,000	600,000	600,000	600,000	3,000,000
Electric	AP-(3)	Underground Extensions	High	4-New Business		-	810,000	600,000	600,000	600,000	600,000	3,000,000
Electric	AP-(4)	Transformers	Medium	4-New Business		-	540,000	950,000	550,000	550,000	550,000	2,750,000
Electric	AP-(5)	Office Equipment	Low	3-System Performance & Capacity		-	10,000	10,000	10,000	10,000	10,000	50,000
Electric	AP-(6)	ERIP-EL Reliability Improve Program	Medium	3-System Performance & Capacity		-	120,000	60,000	75,000	75,000	75,000	375,000
Electric	AP-(7)	Install PVC Conduit & Cable/Contract	Low	2-Corrective Maintenance		-	180,000	180,000	100,000	100,000	100,000	500,000
Electric	AP-(8)	Tools & Equipment - T&D	Low	3-System Performance & Capacity		-	70,000	36,000	40,000	40,000	40,000	200,000
Electric	AP-(10)	Pole Inspection & Treatment/OS	High	1-Preventative Maintenance	State of Florida	-	100,000	120,000	100,000	100,000	100,000	500,000
Electric	AP-(11)	ConditionBasedPoleReplacements	Medium	2-Corrective Maintenance	State of Florida	-	240,000	240,000	200,000	200,000	200,000	1,000,000
Electric	AP-(12)	Capacitor Installation	Medium	2-Corrective Maintenance		-	15,000	10,000	10,000	10,000	10,000	50,000
Electric	AP-(13)	Switchgear Installation	High	4-New Business		-	10,000	10,000	75,000	75,000	75,000	375,000
Electric	AP-(14)	Contractor Services	High	2-Corrective Maintenance		-	100,000	100,000	100,000	100,000	100,000	500,000
Electric	MP-(1)	Advanced Metering Infrastructure (AMI) - EL	High	3-System Performance & Capacity			3,288,113	1,573,807	-	-	-	-
		Subtotal				**-**	**6,191,113**	**4,597,807**	**2,540,000**	**2,540,000**	**2,540,000**	**12,700,000**
		Total Electric				**$ 3,041,700**	**$ 12,907,893**	**$ 13,594,907**	**$ 23,035,200**	**$ 21,447,000**	**$ 12,198,000**	**$ 43,546,000**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Engineering												
Water	MP-(1)	South Causeway Subaqueous Water	Catastrophic	3-System Performance & Capacity		-	250,000	250,000	2,500,000	2,000,000	-	-
Water	MP-(2)	North Beach Water Main Improv	Medium	1-Preventative Maintenance		-	-	-	-	-	-	2,000,000
Water	MP-(3)	Washington Streetscape Project	Medium	5-Interagency	City Of New Smyrna Beach	25,000	880,500	250,000	-	-	-	-
Water	MP-(4)	Saxon Drive Water Main Replace	Medium	1-Preventative Maintenance		-	-	-	-	1,000,000	1,000,000	-
Water	MP-(5)	US 1 Water Main Replace	Medium	1-Preventative Maintenance		-	-	-	-	-	-	2,000,000
Water	MP-(6)	South Beach Water Main Replace	Medium	1-Preventative Maintenance		-	-	-	-	-	-	2,000,000
Water	MP-(7)	Industrial Park Ave WM Replace	Medium	1-Preventative Maintenance		137,100	-	-	-	-	1,000,000	1,000,000
Water	MP-(8)	Future Water Main Improvements	Low	3-System Performance & Capacity		-	-	-	-	-	-	2,000,000
Water	MP-(9)	SR44 Regional Center WM Replace	High	2-Corrective Maintenance		160,000	7,500	1,287,000	-	-	-	-
Water	MP-(10)	Williams Rd Water Main Improve	Low	3-System Performance & Capacity		-	-	-	-	-	-	1,000,000
Water	MP-(11)	Turnbull Bay Rd WM Improve	Low	3-System Performance & Capacity		-	-	-	-	-	-	1,000,000
Water	MP-(12)	I95 Pioneer Trail Water Main	High	5-Interagency	FDOT	150,800	500,000	500,000	-	-	-	-
Water	MP-(13)	I95 Pioneer Trail Water Main	High	5-Interagency	FDOT	975,300	1,500,000	1,500,000	-	-	-	-
Water	MP-(14)	Wayne Ave WM Improv	High	1-Preventative Maintenance		83,700	-	1,000,000	1,000,000	-	-	-
Water	MP-(15)	3rd Ave Pump Station Upgrades	Medium	1-Preventative Maintenance		-	-	-	600,000	-	-	-
Water	MP-(16)	CCF - GWTP Pellet Softening	High	3-System Performance & Capacity		1,000,000	6,540,000	2,360,000	-	-	-	-
Water	MP-(16A)	Unrestricted Fund - GWTP Pellet Softening	High	3-System Performance & Capacity		-	-	6,100,000	8,000,000	-	-	-
Water	MP-(17)	Old Mission Rd - County Widening	Medium	5-Interagency	County of Volusia	-	-	500,000	-	-	-	-
Water	MP-(18)	North Atlantic Ave WM Improv	High	5-Interagency	City Of New Smyrna Beach	500,000	1,407,000	-	-	-	-	-
Water	MP-(19)	CCF - Palms Phase 6 Cost Sharing (Water) - See DA	Medium	3-System Performance & Capacity		25,000	210,000	-	-	-	-	-
Water	MP-(20)	Water Quality Improvements Phase 1	High	3-System Performance & Capacity		26,000	313,000	-	-	-	-	-
Water	MP-(21)	Water Quality Improvements Phase 2	High	3-System Performance & Capacity		26,000	-	350,000	-	-	-	-
Water	MP-(22)	CCF - Shell Pointe Colony Phase 3 and Phase 4 - Water Main Upsize Cost	High	3-System Performance & Capacity		-	-	700,000	-	-	-	-
		Subtotal				**3,108,900**	**11,608,000**	**14,797,000**	**12,100,000**	**3,000,000**	**2,000,000**	**11,000,000**
Facilities Management												
Water	AP-(3)	Facility Improvements - Smith St	High	3-System Performance & Capacity		-	25,000	-	75,000	5,000	-	20,000
Water	AP-(4)	Facility Improvements - WTP	High	2-Corrective Maintenance		-	40,000	10,000	-	60,000	-	30,000
Water	AP-(5)	Facility Improvements - WRF	High	2-Corrective Maintenance		-	20,000	20,000	10,000	40,000	10,000	100,000
Water	AP-(10)	Fencing - Water	Low	3-System Performance & Capacity		-	-	10,000	10,000	10,000	10,000	50,000
		Subtotal				**-**	**85,000**	**40,000**	**95,000**	**115,000**	**20,000**	**200,000**
Fleet Maint/Generation												
Water	AP-(7)	Light/Medium Duty Vehicles - WR	High	3-System Performance & Capacity		-	267,773	-	-	260,000	25,000	25,000
Water	AP-(14)	Tools & Equipment - WR	High	3-System Performance & Capacity		-	6,000	-	115,000	145,000	28,000	397,500
		Subtotal				**-**	**273,773**	**-**	**115,000**	**405,000**	**53,000**	**422,500**
Water Treatment												
Water	AP-(1)	GWTP Pumps & Motors	Medium	3-System Performance & Capacity	FDEP	-	-	-	-	-	60,000	60,000
Water	AP-(2)	Samsula Wells	High	3-System Performance & Capacity	FDEP	-	255,000	35,000	-	5,000	5,000	230,000
Water	AP-(3)	Western Wells	Catastrophic	3-System Performance & Capacity	FDEP	-	78,000	5,000	5,000	-	400,000	10,000
Water	AP-(4)	Booster/Pump Station Equipment	Medium	3-System Performance & Capacity	FDEP	-	4,000	-	60,000	60,000	-	125,000
Water	AP-(5)	Booster/Pump Station Upgrades	High	3-System Performance & Capacity	FDEP	-	-	30,000	-	30,000	-	45,000
Water	AP-(6)	Distribution Sample Stations	Low	3-System Performance & Capacity	FDEP	-	-	-	-	6,000	-	6,000
Water	AP-(7)	Potable Water Lab Equipment	High	3-System Performance & Capacity	FDEP	-	-	15,000	-	-	15,000	15,000
Water	AP-(8)	GWTP Treatment Equipment	High	3-System Performance & Capacity	FDEP	-	75,000	30,000	30,000	30,000	30,000	150,000
Water	AP-(9)	GWTP Lime Equipment	High	3-System Performance & Capacity	FDEP	-	-	-	-	-	-	-
Water	AP-(10)	Glencoe Wells	Catastrophic	3-System Performance & Capacity	FDEP	-	90,000	410,000	245,000	-	5,000	400,000
Water	AP-(11)	Central Wells	Catastrophic	3-System Performance & Capacity	FDEP	-	5,500	5,500	-	5,500	-	5,500
		Subtotal				**-**	**507,500**	**530,500**	**340,000**	**136,500**	**515,000**	**1,046,500**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
WR/WW Field Ops												
Water	AP-(1)	Backflow Devices	High	3-System Performance & Capacity	State of Florida	-	100,000	100,000	100,000	100,000	100,000	500,000
Water	AP-(2)	Valve Installation/Replacement	High	2-Corrective Maintenance	State of Florida	-	12,000	12,000	12,000	12,000	12,000	60,000
Water	AP-(3)	Potable Meters	High	3-System Performance & Capacity	City Of New Smyrna Beach	-	350,000	350,000	350,000	350,000	350,000	1,750,000
Water	AP-(4)	Water Mains	Low	3-System Performance & Capacity	City Of New Smyrna Beach	-	20,000	20,000	20,000	20,000	20,000	100,000
Water	AP-(5)	Fire Hydrants	High	2-Corrective Maintenance	State of Florida	-	15,000	15,000	15,000	15,000	15,000	75,000
Water	AP-(6)	Water Services	High	3-System Performance & Capacity	State of Florida	-	60,000	60,000	50,000	50,000	50,000	250,000
Water	AP-(7)	Tools & Equipment - WR	Medium	3-System Performance & Capacity		-	25,000	10,000	10,000	10,000	10,000	50,000
Water	MP-(2)	Advanced Metering Infrastructure (AMI) - WR	High	3-System Performance & Capacity		-	69,250	69,250	-	-	-	-
Water	MP-(3)	(AMI) - Aged Water Meter Replacements	High	3-System Performance & Capacity		-	6,545,240	6,545,240	-	-	-	-
		Subtotal				**-**	**7,196,490**	**7,181,490**	**557,000**	**557,000**	**557,000**	**2,785,000**
		Total Water				**$ 3,108,900**	**$ 19,670,763**	**$ 22,548,990**	**$ 13,207,000**	**$ 4,213,500**	**$ 3,145,000**	**$ 15,454,000**

Funding Division	Request #	Project Name	Priority	Work Category	Required By	Est. Total Through 9/30/24	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030-2034
Engineering												
Reclaim Water	AP-(1)	Annual Gravity Sewer Rehab	Medium	1-Preventative Maintenance		-	1,750,000	1,800,000	1,000,000	1,000,000	1,000,000	3,000,000
Reclaim Water	AP-(2)	Lift Station Generator Improv	Medium	1-Preventative Maintenance		-	250,000	750,000	750,000	750,000	750,000	3,750,000
Reclaim Water	AP-(3)	Lift Station Rehab/Improv	High	1-Preventative Maintenance		-	500,000	500,000	500,000	500,000	500,000	2,500,000
Reclaim Water	MP-(1)	Lift Station 15 Replacement	High	3-System Performance & Capacity		223,700	1,421,500	1,212,000	-	-	-	-
Reclaim Water	MP-(2)	South Causeway Subaqueous FM	Catastrophic	3-System Performance & Capacity		-	-	-	2,500,000	2,500,000	-	-
Reclaim Water	MP-(3)	Lift Station 7 Reconstruction	High	3-System Performance & Capacity		1,500,000	808,000	-	-	-	-	-
Reclaim Water	MP-(4)	Lift Station 16 Reconstruction	Medium	3-System Performance & Capacity		94,200	-	-	1,000,000	1,000,000	-	-
Reclaim Water	MP-(5)	Lift Station 40 Reconstruction	Medium	3-System Performance & Capacity		88,000	-	-	-	-	-	2,000,000
Reclaim Water	MP-(6)	Lift Station 3 Reconstruction	High	3-System Performance & Capacity		1,390,000	1,340,000	-	-	-	-	-
Reclaim Water	MP-(7)	CCF - Lift Station 79 Reconstruction (New Regional)	High	3-System Performance & Capacity		284,100	1,985,500	1,292,500	-	-	-	-
Reclaim Water	MP-(8)	Lift Station 6 Improv	Low	3-System Performance & Capacity		-	-	-	-	-	-	500,000
Reclaim Water	MP-(9)	Lift Station 10 Improv	Medium	3-System Performance & Capacity		310,800	27,000	1,827,000	1,000,000	-	-	-
Reclaim Water	MP-(10)	Washington St Streetscape Project	Medium	5-Interagency	City Of New Smyrna Beach	-	75,000	-	-	-	-	-
Reclaim Water	MP-(11)	LS 60 Effluent FM Replace	High	3-System Performance & Capacity		-	-	-	-	-	-	3,000,000
Reclaim Water	MP-(12)	CCF - South Village Regional Lift Station	Medium	3-System Performance & Capacity		-	305,000	2,226,000	1,100,000	-	-	-
Reclaim Water	MP-(13)	Lift Station 27 Elimination	Low	3-System Performance & Capacity		11,700	-	-	-	-	-	1,000,000
Reclaim Water	MP-(14)	WRF Headworks & EQ Tank and Related Projects	Medium	3-System Performance & Capacity		454,100	-	-	-	4,000,000	8,500,000	10,000,000
Reclaim Water	MP-(15)	Lift Station 1 Improv	High	1-Preventative Maintenance		-	-	-	-	-	-	3,000,000
Reclaim Water	MP-(16)	Lift Station 60 Upgrades	Catastrophic	3-System Performance & Capacity		75,000	910,000	-	-	-	-	-
Reclaim Water	MP-(17)	WRF Screw Press	High	3-System Performance & Capacity		282,500	1,370,000	710,000	-	-	-	-
Reclaim Water	MP-(18)	CCF - Palms Phase 6 Cost Sharing (Reclaim) - See DA	Medium	3-System Performance & Capacity		-	210,000	-	-	-	-	-
Reclaim Water	MP-(19)	WRF Reuse PS Pump 2 and 3 Repl	High	2-Corrective Maintenance		115,000	454,500	-	-	-	-	-
Reclaim Water	MP-(20)	Lift Station 14 Generator	High	3-System Performance & Capacity		59,500	240,000	-	-	-	-	-
Reclaim Water	MP-(21)	Lift Station 35 Improv	Medium	3-System Performance & Capacity		43,000	-	832,000	-	-	-	-
Reclaim Water	MP-(23)	CCF - WRF Influent Force Main Improvements	High	3-System Performance & Capacity		62,000	450,000	1,102,500	-	-	-	-
		Subtotal				**4,993,600**	**12,096,500**	**12,252,000**	**7,850,000**	**9,750,000**	**10,750,000**	**28,750,000**
Facilities Management												
Reclaim Water	AP-(11)	Fencing - Wastewater	High	2-Corrective Maintenance		-	40,000	15,000	10,000	10,000	10,000	50,000
Reclaim Water	MP-(4)	WRF Pole Barn for Generators and Pumps	High	3-System Performance & Capacity		-	100,000	-	-	-	-	-
		Subtotal				**-**	**140,000**	**15,000**	**10,000**	**10,000**	**10,000**	**50,000**
Fleet Maint/Generation												
Reclaim Water	AP-(8)	Light/Medium Duty Vehicles - WW	High	3-System Performance & Capacity		-	129,748	300,000	30,000	100,000	760,000	560,000
Reclaim Water	AP-(9)	Heavy Duty Vehicles - WW	High	3-System Performance & Capacity		-	512,941	-	-	-	-	495,000
Reclaim Water	AP-(10)	Power Operated/Heavy Equip- WW	High	3-System Performance & Capacity		-	79,209	50,000	235,000	-	100,000	640,000
		Subtotal				**-**	**721,898**	**350,000**	**265,000**	**100,000**	**860,000**	**1,695,000**
Wastewater Treatment												
Reclaim Water	AP-(1)	WRF Pumps & Motors	High	2-Corrective Maintenance	FDEP	-	510,000	405,000	400,000	425,000	150,000	890,000
Reclaim Water	AP-(1)	LS Pumps/Piping/Controls	Medium	1-Preventative Maintenance		-	190,000	190,000	200,000	200,000	200,000	1,000,000
Reclaim Water	AP-(2)	WRF Treatment Equipment	Medium	3-System Performance & Capacity	FDEP	-	80,000	70,000	70,000	70,000	70,000	350,000
Reclaim Water	AP-(2)	LS Electrical & Control Equipment	High	1-Preventative Maintenance		-	50,000	50,000	52,000	52,000	52,000	268,000
Reclaim Water	AP-(3)	WRF Lab Equipment	Medium	3-System Performance & Capacity	FDEP	-	15,000	15,000	14,000	15,000	16,000	90,000
Reclaim Water	AP-(3)	LS Tools & Equipment	Medium	1-Preventative Maintenance		-	5,000	5,000	5,000	13,000	5,000	33,000
Reclaim Water	AP-(4)	WRF Storage Ponds	Medium	3-System Performance & Capacity	FDEP	-	6,000	6,000	6,000	6,000	6,000	30,000
Reclaim Water	AP-(5)	Reuse Pond Upgrades	Medium	3-System Performance & Capacity		-	30,000	10,000	10,000	10,000	10,000	50,000
Reclaim Water	AP-(6)	WRF Flow Meters	High	2-Corrective Maintenance	FDEP	-	150,000	65,000	-	-	-	50,000
		Subtotal				**-**	**1,036,000**	**816,000**	**757,000**	**791,000**	**509,000**	**2,761,000**
WR/WW Field Ops												
Reclaim Water	AP-(8)	Sewer Services	High	3-System Performance & Capacity	City Of New Smyrna Beach	-	12,000	12,000	12,000	12,000	12,000	60,000
Reclaim Water	AP-(9)	Tools & Equipment - WW	Medium	3-System Performance & Capacity		-	8,000	10,000	10,000	10,000	10,000	50,000
Reclaim Water	AP-(10)	Reclaim Meters	High	3-System Performance & Capacity	City Of New Smyrna Beach	-	100,000	100,000	100,000	100,000	100,000	500,000
		Subtotal				**-**	**120,000**	**122000**	**122000**	**122000**	**122000**	**610000**
		Total Reclamation				**$ 4,993,600**	**$ 14,114,398**	**$ 13,555,000**	**$ 9,004,000**	**$ 10,773,000**	**$ 12,251,000**	**$ 33,866,000**
		Grand Total Capital Improvement Plan				**$ 12,933,316**	**$ 48,620,054**	**$ 50,914,897**	**$ 45,751,200**	**$ 36,896,500**	**$ 28,009,000**	**$ 95,466,000**

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

RESOLUTION NO. 71-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD APPROVE THE FISCAL YEAR 2024-2025 CRA BUDGET.

September 24, 2024

Background:

Florida Statutes Chapter 189.016(3) requires Community Redevelopment Agencies to adopt by resolution, each fiscal year, a special district (CRA) budget at least at the level of detail required for the annual financial report. A copy of the resolution prepared to comply with this requirement, and the CRA budget is attached. There are several other requirements in this law, including the posting of the CRA budget on the city website, and the inclusion of certain information in the CRA budget such as sources of revenue. Staff has reviewed these requirements and believes that the requirements have been met.

In the first 10 years (2015-2025) of the 20-year CRA, all expenditures must be within the US 1 corridor or Historic Westside neighborhood, which is the policy being followed by the City of New Smyrna Beach Community Redevelopment Agency in compliance with Volusia County Resolutions 2014-164 and 2020-161.

Findings:

The FY 24 - 25 CRA Budget is attached, see exhibit A. Staff recommends approval of the Proposed FY 24 - 25 Budget Resolution.

Fiscal Analysis:

The total FY 24 - 25 CRA Budget is $ 4,060,000

Strategic Plan Item:

Yes

Staff Report Created By: Samantha Bergeron - CRA / Economic Development Director

Attachments:

City of NSB CRA Preliminary Proposed Budget FY 24 - 25.pdf
Res 71-24 CRA Budget 2024-2025.pdf

Exhibit A: City of New Smyrna Beach Community Redevelopment Agency
Preliminary Proposed Budget Fiscal Year October 1, 2024 - September 30, 2025

Time: 2015 -2035
2002 Acres

Board: City Commission
Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment
Target Area: US1 and Historic Westside (2015 - 2025)

Preliminary Current Year Taxable Value $ 534,606,773
Less Base Year Tax Value $ 190,264,372
Equals Preliminary Increment Value $ 344,342,401

Preliminary Proposed Revenues:		
Description	**Amount**	**Notes:**
County TIF	$1,059,607	Estimated / Proposed
City TIF	$2,361,201	Estimated / Proposed
Appropriated Fund Equity	$639,192	Estimated / Proposed
Total Proposed Revenues	**$4,060,000**	
Preliminary Proposed Expenses:		
Description	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
Appraisals - Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners along US1 and Historic Westside Neighborhood with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
Development Assistance & Incentives		
Large Small Scale Commercial Façade / Property Improvement Grant Program	$600,000	Program will assist eligible businesses / commercial property owners along US1 and Historic Westside Neighborhood with exterior commercial facade improvements (up to $100,000 per applicant). (Approximately 10 Projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners along US1 and Historic Westside Neighborhood with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
Adaptive Reuse Opportunity Grant Program	$1,000,000	Program will assist business / commercial property owners located along US1 and within Historic Westside of CRA with Adaptive Reuse Based Commercial Façade / Property Improvements. Awards up to $250,000 per eligible applicant. (Approximately 4 projects) (CRA Plan page 20)
Subtotal	$1,800,000	

Other Grants and Aids		
NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
Septic to Sewer Conversion Project	$200,000	Funding will assist with phased construction of Historic Westside Neighborhood septic to sewer conversion project (CRA Plan pages 26, 35)
Community Development Block Grant	$50,000	Funding will assist in the completion of eligible and approved CDBG projects that have an average allocation from HUD (Through Volusia County) of $100,000. If a CDBG project exceeds the County's allocation, CRA funding would assist with covering the additional cost. (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods)
Single Family Home Rehabilitation Grant Program	$200,000	Program will assist owner-occupied homeowners, who based on income, need assistance with exterior improvements to their single-family home in the CRA's Historic Westside Neighborhood. (CRA Plan pages 21, 35 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
Pettis Park Improvement Project	$100,000	Funds will be utilized for lighting improvements to Pettis Park (CRA Plan pages 20, 23, 35 and 82 Recreation and Open Space)
Public Infrastructure Improvement Project	$800,000	Funds will be utilized to assist with external government grants to improve public infrastructure along the US1 corridor (to include the NSB Municipal Airport Property near the US1 Corridor) (CRA Plan page 19 and 82 Sanitary Sewer, Potable Water, Solid Waste, Drainage, and Natural Groundwater Aquifer Recharge Element)
Historic Preservation Grant Program	$100,000	Funds will assist non-profits within Historic Westside of CRA with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
Subtotal	$2,060,000	
Total Proposed Expenses	**$4,060,000**	

RESOLUTION NO. 71-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH ADOPTING THE ANNUAL BUDGET FOR THE COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 189.016(3), Florida Statutes, requires that the governing body of each special district shall adopt a budget by resolution each fiscal year; and

WHEREAS, the City Commission deems it is in the best interest to adopt the Annual Budget of the Community Redevelopment Agency for Fiscal Year beginning October 1, 2024, and ending September 30, 2025, as more particularly set forth hereinafter.

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

SECTION 1: ***Adoption.*** That the following is adopted as the Annual Budget of the Community Redevelopment Agency for Fiscal Year beginning October 1, 2024, and ending September 30, 2025:

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

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:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/16/2024

EXHIBIT "A"

City of New Smyrna Beach Community Redevelopment Agency Proposed Budget FY 2024 - 2025

Exhibit A: City of New Smyrna Beach Community Redevelopment Agency
Preliminary Proposed Budget Fiscal Year October 1, 2024 - September 30, 2025

Time: 2015 -2035
2002 Acres

Board: City Commission
Registered Agent: Samantha Bergeron, CRA / Economic Development Director
URL: https://www.cityofnsb.com/1286/Community-Redevelopment
Target Area: US1 and Historic Westside (2015 - 2025)

Preliminary Current Year Taxable Value $ 534,606,773
Less Base Year Tax Value $ 190,264,372
Equals Preliminary Increment Value $ 344,342,401

Preliminary Proposed Revenues:		
Description	**Amount**	**Notes:**
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Appropriated Fund Equity	$639,192	Estimated / Proposed
Total Proposed Revenues	**$4,060,000**	
Preliminary Proposed Expenses:		
Description	**Amount**	**Comprehensive Plan Goals, Objectives and Policies**
Appraisals - Small Scale Commercial Façade / Property Improvement Grant Program	$200,000	Program will assist eligible businesses / commercial property owners along US1 and Historic Westside Neighborhood with exterior commercial facade improvements (up to $20,000 per applicant). (Approximately 10 projects) (CRA Plan pages 20, 21 & 77 Goal 4 Commercial / Industrial Development)
Development Assistance & Incentives		
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Subtotal	$1,800,000	

Other Grants and Aids		
NSB Housing Grant Phase 2	$460,000	Funding will assist Housing Authority with a Florida Housing Finance Corporation 9% low income housing tax credit program application for Phase 2 of Greenlawn Manor (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
Live Oak Housing Demolition or Infrastructure Development Assistance Funding	$150,000	Funds will be used to assist with the demolition or infrastructure costs associated with redeveloping 40 units of lost public housing in the Historic Westside Neighborhood (CRA Plan pages 20, 21 & 77 Goal 5 Residential and Neighborhoods & page 81 Accessibility Goal - Housing)
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Historic Preservation Grant Program	$100,000	Funds will assist non-profits within Historic Westside of CRA with commercial façade / property improvements. Awards up to $50,000 per eligible applicant. (Approximately 2 projects) (CRA Plan page 19)
Subtotal	$2,060,000	
Total Proposed Expenses	**$4,060,000**	

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 68-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD ADOPT THE FINAL NEW SMYRNA OPERATING MILLAGE RATE.

September 24, 2024

Background:

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Commission must authorize the advertisement of the operating millage rate for the upcoming budget year and establish budget hearing dates in September.

The proposed operating millage rate is 4.6370 per $1,000 assessed taxable value; the current taxable value is $7,028,008,771. The current year rolled-back rate is 4.0813 per $1,000 assessed value. With the proposed rate, the preliminary ad valorem taxes for the Fiscal Year 2025 would be $29,256,187.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sheliza Bhola

Attachments:

Res 68-24 Final Operating Millage.pdf

RESOLUTION NO. 68-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION IN MAKING THE ANNUAL PROPERTY AD VALOREM LEVY IN THE AMOUNT OF 4.6370 MILLS PER $1,000 OF NON-EXEMPT ASSESSED VALUE FOR GENERAL FUND OPERATIONS OF THE CITY FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025, WHICH REPRESENTS A 13.62% INCREASE FROM THE ROLLED BACK RATE OF 4.0813; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(1), Florida Statutes, the Honorable Larry Bartlett, J.D., Property Appraiser for the County of Volusia, has certified the taxable value of property within the City of New Smyrna Beach as $7,028,008,771, said certification being dated June 27, 2024; and

WHEREAS, at its July 23, 2024, meeting, the rolled-back millage rate for FY2024-2025 was calculated at 4.0813, and by adoption of Resolution No. 50-24, the City Commission established the maximum operating millage rate as 4.8870 and set the hearing time for adoption of the tentative millage rate for September 11, 2024, at 5:30 p.m. in the City Commission Chambers;

WHEREAS, on or about August 19, 2024, the Property Appraiser mailed by first class mail a notice to each property owner within the City advising of the rolled-back tax levies, the proposed tax levies, and the hearing date, time, and location; and

WHEREAS, by Resolution No. 60-24 on September 11, 2024, the City Commission adopted a tentative millage rate of 4.6370 and called a public hearing for final action on the millage rate for September 24, 2024, at 6:30 p.m., in the City Commission Chambers; and

WHEREAS, there appeared a notice of this public hearing in The News-Journal on September 22, 2024, in accordance with Section 200.065(3)(a), (3)(h), and (3)(l); and

WHEREAS, the millage rate adopted is 13.62% higher than the rolled-back rate of 4.0813.

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

SECTION 1: It is hereby found that a public hearing has been conducted on September 11, 2024, at 5:30 p.m., in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, in accordance with Section 200.065(2)(c) and (2)(e), Florida Statutes.

SECTION 2: It is hereby found that a public hearing has been conducted on September 24, 2024, at 6:30 p.m., in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, in accordance with Section 200.065(2)(d), (2)(e), (3)(a), (3)(h), and (3)(l), Florida Statutes.

SECTION 3: It is hereby found that the name of the taxing authority City of New Smyrna Beach, the rolled back rate of 4.0813, the 13.62% tax increase, and the millage rate to be levied of 4.6370, have been publicly announced prior to the adoption of this resolution in accordance with Section 200.065(2)(d), Florida Statutes.

SECTION 4: The City Commission of the City of New Smyrna Beach after carefully investigating the rate of taxation necessary to raise the sum of money required to meet an appropriation for operations for FY2024-2025, and after hearing the general public at a public hearing, does hereby find and determine the rate of taxation necessary shall be 4.6370 mills on each $1,000 of assessed taxable property lying and being within the jurisdiction of the City of New Smyrna Beach.

SECTION 5: It is hereby found that the millage rate adopted by the City Commission represents a 13.62% increase from the rolled-back rate of 4.0813 mills.

SECTION 6: The Finance Director is hereby authorized and directed to adjust the millage rate adopted in Section 4 above, upon notification of aggregate changes in the assessment roll in accordance with Section 200.065(6), Florida Statutes.

SECTION 7: The City Manager is hereby directed to furnish certified copies of this Resolution to the Honorable Larry Bartlett, J.D., Property Appraiser, County of Volusia, 123 West Indiana Avenue, Room 102, DeLand, Florida 32720; and to the Finance Department, County of Volusia, 123 West Indiana Avenue, Room 103, DeLand, Florida 32720, and to the Property Tax Oversight, Florida Department of Revenue, PO Box 3000, Tallahassee, Florida 32315-3000.

SECTION 8: This resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/17/2024

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 69-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD ADOPT THE FINAL NEW SMYRNA I & S 2018 MAXIMUM MILLAGE RATE.

September 24, 2024

Background:

In conjunction with the Notice of Proposed Property Taxes (TRIM Notice) pursuant to Section 200.069, F.S., the City Commission must authorize the advertisement of the maximum millage rate for the upcoming budget year.

The current I & S 2018 millage rate is 0.0990 per $1,000 assessed taxable value; the current taxable value is $7,028,008,771.

A millage rate of 0.0895 per $1,000 assessed value is required to meet debt service principal and interest. With the proposed rate, the preliminary ad valorem taxes for the Fiscal Year 2025 would be $610,137.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Sheliza Bhola

Attachments:

Res 69-24 Final I&S 2018 Debt Service Millage.pdf

RESOLUTION NO. 69-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, DETERMINING THE AMOUNT AND FIXING THE RATE OF TAXATION IN MAKING THE ANNUAL PROPERTY AD VALOREM LEVY IN THE AMOUNT OF 0.0895 MILLS PER $1,000 OF NON-EXEMPT ASSESSED VALUE FOR I&S 2018 VOTED DEBT SERVICE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2025; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(1), Florida Statutes, the Honorable Larry Bartlett, J.D., Property Appraiser for the County of Volusia, has certified the taxable value of property within the City of New Smyrna Beach as $7,028,008,771, said certification being dated June 27, 2024; and

WHEREAS, on July 23, 2024, by Resolution No. 49-24, the City Commission calculated the proposed I&S 2018 voted debt service millage rate as 0.0895; and

WHEREAS, on or about August 19, 2024, the Property Appraiser mailed by first class mail a notice to each property owner within the City advising of the rolled-back tax levies, the proposed tax levies, and the hearing date, time, and location; and

WHEREAS, on September 11, 2024, by Resolution No. 61-24, the City Commission adopted a tentative millage rate of 0.0895 for the I&S 2018 Voted Debt Service and called a public hearing for final action on millage at 6:30 p.m., September 24, 2024, in the City Commission Chambers; and

WHEREAS, there appeared a notice of this public hearing in The News-Journal on September 22, 2024, in accordance with Section 200.065(3)(a), (3)(h), and (3)(l).

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

SECTION 1: It is hereby found that a public hearing has been conducted on September 11, 2024, at 5:30 p.m., in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, in accordance with Section 200.065(2)(c) and (2)(e), Florida Statutes.

SECTION 2: It is hereby found that a public hearing has been conducted on September 24, 2024, at 6:30 p.m., in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, in accordance with Section 200.065(2)(d), (2)(e), (3)(a), (3)(h), and (3)(l), Florida Statutes.

SECTION 3: The City Commission of the City of New Smyrna Beach after carefully investigating the rate of taxation necessary to meet the 2018 voted debt service obligation for FY2024-2025, and after hearing the general public at a public hearing, does hereby find and determine the rate of taxation necessary shall be 0.0895 mills on each $1,000 of assessed taxable property lying and being within the jurisdiction of the City of New Smyrna Beach.

SECTION 4: The Finance Director is hereby authorized and directed to adjust the millage rate adopted in Section 3 above, upon notification of aggregate changes in the assessment roll in accordance with Section 200.065(6), Florida Statutes.

SECTION 5: The City Manager is hereby directed to furnish certified copies of this Resolution to the Honorable Larry Bartlett, J.D., Property Appraiser, County of Volusia, 123 West Indiana Avenue, Room 102, DeLand, Florida 32720; and to the Finance Department, County of Volusia, 123 West Indiana Avenue, Room 103, DeLand, Florida 32720, and to the Property Tax Oversight, Florida Department of Revenue, PO Box 3000, Tallahassee, Florida 32315-3000.

SECTION 6: This resolution shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

DATE: 9/17/2024

THE CITY OF NEW SMYRNA BEACH - FINANCE

RESOLUTION NO. 70-24: CONSIDER THE ADOPTION OF A RESOLUTION, WHICH IF ADOPTED, WOULD ADOPT THE FINAL NEW SMYRNA BEACH BUDGET FOR FISCAL YEAR 2024-2025.

September 24, 2024

Background:

Florida Statutes 166 and 200 requires the city to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2024-2025. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission.

This is the first public hearing to adopt a tentative budget and on September 24, 2024, there will be a second public hearing to adopt the Final Budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the final budget.

Fiscal Analysis:

n/a

Strategic Plan Item:

No

Staff Report Created By: Sheliza Bhola

Attachments:

Res 70-24 Final NSB Budget FY2024-2025.pdf

RESOLUTION NO. 70-24

A RESOLUTION OF THE CITY OF NEW SMYRNA BEACH, ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, TO SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of New Smyrna Beach has prepared his annual report and budget for the fiscal year 2024-2025 and has submitted the same to the City Commission; and

WHEREAS, the proposed budget sets forth detailed information on the receipts and expenditures, including debt service, of the City; and

WHEREAS, the City Commission has made a study of the recommended budget and has made amendments thereto as indicated in the budget; and

WHEREAS, the adopted budget of the New Smyrna Beach Community Redevelopment Agency has been incorporated into the budget of the City of New Smyrna Beach; and

WHEREAS, a general summary of the budget and funds has been duly published on Sunday, September 22, 2024, in a newspaper of general circulation in the City, with notice to all citizens that the budget is available for public inspection in the Office of the City Clerk and that public hearings thereon have been conducted by the City Commission on September 11, 2024, at 5:30 p.m. for the tentative budget, and September 24, 2024, at 6:30 p.m. for the final budget, in the City Commission Chambers, 214 Sams Avenue, New Smyrna Beach, Florida, as required by Florida Statute 200.065.

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

SECTION 1: That the City Commission of the City of New Smyrna Beach, Florida, does hereby adopt the General, Special Revenue and Enterprise and all other related Fund Budgets and Capital Improvements Programs, including the budget that has been approved by the Community Redevelopment Agency, which are attached hereto and incorporated herein as **Exhibit "A",** for the fiscal year beginning October 1, 2024.

SECTION 2: The budget adopted in the preceding section shall govern the expenditures of the City of New Smyrna Beach for the fiscal year commencing October 1, 2024, and ending September 30, 2025.

SECTION 3: Budgetary control is maintained at the fund level based on the City's financial reporting requirements. After final adoption of the original budget, the City Manager is authorized to make budget transfers within the same financial reporting fund. Budget amendments between two or more financial reporting funds or to modify a fund's total budgeted amount are approved from time to time during the course of the fiscal year through approval of the City Commission by resolution.

SECTION 4: The City Manager is hereby directed to furnish certified copies of this Resolution to the Honorable Larry Bartlett, J.D., Property Appraiser, County of Volusia, 123 West Indiana Avenue, Room 102, DeLand, Florida 32720; and to the Finance Department, County of Volusia, 123 West Indiana Avenue, Room 103, DeLand, Florida 32720; and to the Property Tax Oversight, Florida Department of Revenue, PO Box 3000, Tallahassee, Florida 32315-3000.

SECTION 5: This resolution shall take effect October 1, 2024.

APPROVED AS TO FORM AND CORRECTNESS:

Carrie Avallone

CARRIE AVALLONE
City Attorney

Dated: 9/17/2024

Exhibit "A"

The City of New Smyrna Beach

PROPOSED FY 2024 - 2025 BUDGET

REVENUES AND EXPENSES FY 2024 - 2025	PROPOSED REVENUES	PROPOSED EXPENSES
001 - GENERAL FUND	$ 53,218,479	$ 53,218,479
003 - BRANNON CENTER / LIVE OAK	$ 642,427	$ 642,427
004 - GOLF COURSE	$ 2,356,123	$ 2,356,123
101 - STORMWATER	$ 14,298,572	$ 14,298,572
104 - AIRPORT / INDUSTRIAL PARK	$ 11,719,928	$ 11,719,928
105 - POLICE IMPACT FEE	$ 450,000	$ 450,000
106 - FIRE IMPACT FEE	$ 480,000	$ 480,000
113 - BUILDING & INSPECTIONS	$ 5,291,344	$ 5,291,344
115 - PARKING FUND	$ 5,274,523	$ 5,274,523
125 - COMMUNITY REDEVELOPMENT	$ 4,060,000	$ 4,060,000
204 - DEBT SERVICE FUND	$ 560,872	$ 560,872
206 - DEBT SERVICE FUND (2021 NOTE- $14 Mill Line of Credit)	$ 3,703,325	$ 3,703,325
207 - SRF DEBT SERVICE SINKING FUND	$ 20,000	$ 20,000
208 - DEBT SERVICE 2005 REV REFUND	$ 470,555	$ 470,555
209 - DEBT SERVICE GO BOND 2005 (2014) & 2019	$ 610,137	$ 610,137
210 - 2013 CAPITAL IMPROVEMENT NOTE	$ 652,596	$ 652,596
302 - CAPITAL PROJECTS FUND	$ 20,736,796	$ 20,736,796
405 - SANITATION	$ 10,180,968	$ 10,180,968
408 - CITY MARINA	$ 437,118	$ 437,118
501 - GARAGE	$ 1,753,297	$ 1,753,297
TOTAL ALL FUNDS	$ 136,917,060	$ 136,917,060

City of New Smyrna Beach, Florida

CAPITAL IMPROVEMENT PROJECTS

PROJECT TITLE BY FUND	PROJECT DESCRIPTION	2024-2025 BUDGET	NEW/EXIST	PROJECT NUMBER	FUNDING
Golf Course (004)					
Irrigation Replacement	Pump house replacement/upgrade. Current system is 21 years old and failing.	300,000	N		GF
Total Golf Course Fund (004)		300,000			
Stormwater (101)					
North Atlantic Drainage	Provide flood abatement and stormwater management improvements where no such infrastructure exists.	500,000	F	23NAD	Appropriations Grant/ Stormwater
Total Stormwater Fund (101)		500,000			
Airport (104)					
29 PAPI & Runway 7-25	Replacement of Electrical Vault Upgrades	650,000	E	24RWY	FAA & FDOT
Taxiway B & Runway 7-25	Pavement Removal	4,980,000	L	24RWY	FAA & FDOT
Admin Facility	Construction of Administrative Facility	2,000,000	L	24ADB	FDOT Airport
Infrastructure	Stormwater Infrastructure - Design Only	120,000	N		FAA Airport
Fencing	Fencing around the airport to deter Wildlife	60,000	N		FAA & FDOT
Hanger	T Hanger Design	200,000	N		FDOT Airport
Total Airport Fund (104)		8,010,000			
Police Impact Fee (105)					
Police Boathouse	Engineering Design services for the AOB Site Police Boathouse	250,000	N		Impact Fees/ FIND 50%
Police Extension	Design only on extension of the exiting PD facility	200,000	N		Impact Fees
Total Stormwater Fund (101)		450,000			
CAPITAL PROJECTS (302)					
Resurfacing	Street Resurfacing	1,200,000	N		GF & Gas Tax
Pavillion	Enhancements and renovations to the pavilion and surrounding area of Pettis Park located on Mary Ave and Duss Street	122,082	N		Community Development Block Grant (CDBG)
Bathroom Doors (Replace)	Replacement of bathroom doors at Clancy, Ester, Mary Ave, North Beach	35,000	N		GF
Barracuda Blvd Roadway	Resurface and reconfigure roadway to include bio-swale from North Causeway intersection to Middle Way intersection.	319,841	L	22BAR	GF
Coronado Center Improvements	Replacement of the A/C, lighting, fans, blinds, doors, flooring & chairs. Also, kitchen renovation, painting the interior, and making the bathrooms ADA compliant. Resurfacing shuffle board courts.	300,000	N		GF
AOB Phase 2	Floating docks, repair of east dock, dredging.	4,113,965	L	23AOB	FIND Grant & Parking Fund
27th Ave Boardwalk & Ramp	The design and repair of the seawall, ADA ramp, stairs and boardwalk.	419,436	F	22BRA	GF Reserves/ FEMA Reimburse
Washington Street	Roadway safety improvements, underground electric & pedestrian enhancements.	2,703,325	F	21WTS	Line of Credit/ State Grant
Historic Westside Drainage	Install extensive drainage infrastructure throughout the residential area.	3,720,234	L	20HIW	ARPA/STRMWTR
Corbin Park Drainage	Install extensive drainage infrastructure throughout the residential area.	6,877,913	L	20CBP	STRMWTR Grant
27th Ave Playground	Replacement of the playground Equipment - ECHO Requirement	500,000	N		GF
Lighting	Paige Ave Pickleball Court Lighting	150,000	N		GF / 50% ECHO
Supply Storage	Storage shed at Fire Station 50	25,000	N		GF
Total Capital Projects Fund (302)		20,486,796			
Total Capital Outlay		**29,746,796**			

City of New Smyrna Beach, Florida

CAPITAL EQUIPMENT PLAN

DESCRIPTION BY FUND AND DEPARTMENT	2024-2025 BUDGET	TOTAL	FUNDING	ASSET TYPE
GENERAL FUND (001)				
Building & Maintenance (51901)				
Ford F250 or similar ®	70,000		GF	Vehicle
		70,000		
POLICE (52101)				
2 Motorcycles ®	60,000		GF	Vehicle
FORD F-150 ®	50,000		GF	Vehicle
SUV SMALL & UNMARKED ®	40,000		GF	Vehicle
SUV MIDSIZED & UNMARKED ®	50,000		GF	Vehicle
		200,000		
FIRE (52201)				
Medium Size Pickup Truck (N)	40,000		GF	Vehicle
3 Radios ®	10,000		GF	Equipment
Fire Alerting System Upgrade to County ®	88,300		GF	Equipment
Air Cascade System ®	85,000		GF	Equipment
		223,300		
Streets (54101)				
(2) Zero Turn Mowers	30,000		GF	Vehicle
1 Loader ®	240,000		GF	Vehicle
		270,000		
PARKS (57202)				
2 Ford Ranger ®	84,000		GF	Vehicle
Stake Bed Truck ®	86,000		GF	Vehicle
		170,000		
Sports Complex (57501)				
30" Scissor Lift	28,000		GF	Equipment
Kubota RTV 900 or Comparable	17,000		GF	Vehicle
4 Passenger Utility Cart (N)	17,000		GF	Vehicle
LED Lighting ®	890,000		Grant	Infrastructure
Lightening Detector ®	30,000		GF	Equipment
Reel Mower ®	98,000		GF	Equipment
		1,080,000		
Fleet Replacement Program		500,000	GF	
Total General Fund Capital Equipment Requests (001)		*$ 2,513,300*		
Golf Course (004)				
Green Roller ®	29,000			Equipment
Greens Mower ®	75,000			Equipment
Utility Vehicle - Kubota ®	24,000			Equipment
Scag 72" Velocity Plus ®	20,000			Equipment
Utility Vehicle - Carryall ®	15,000			Equipment
Tow Behind Blower ®	12,000			Equipment
Total Golf Course Fund Capital Equipment Requests (004)		*$ 175,000*		

City of New Smyrna Beach, Florida

CAPITAL EQUIPMENT PLAN

DESCRIPTION BY FUND AND DEPARTMENT	2024-2025 BUDGET	TOTAL	FUNDING	ASSET TYPE
Fire Impact Fee (106)				
Ambulance	480,000			Vehicle
Total Fire Impact Fee (106)		480,000		
Fleet (501)				
2 Post Lifts ®	80,000			Equipment
Total Fleet Fund (501)		80,000		
Total Capital Equipment - All Funds		**3,248,300**		
Total Capital Equipment & Capital Outlay		**32,995,096**		

THE CITY OF NEW SMYRNA BEACH - HUMAN RESOURCES

ORDINANCE NO. 52-24: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF ADOPTED UPON THE SECOND READING AND PUBLIC HEARING, WOULD AMEND AND RESTATE THE FIRE PENSION BENEFITS.

September 24, 2024

Background:

The City of New Smyrna Beach provides pension and other benefits under ordinances for employed Firefighters. The Firefighters' pension plan has had many amendments over the years. Additionally, SECURE Act 2.0 requires changes to pension plans. The pension board recommended and completed a restatement of the provisions of the Firefighters' Retirement System to consolidate all prior ordinances and to incorporate Federal law and the applicable provisions of Chapter 175, Florida Statutes and the SECURE Act 2.0.

Changes in the document are:
Section 1 Definitions, Salary: language and/or grammar updates, updates to define items related to overtime pay that were previously negotiated, and updates per SECURE Act 2.0.
Section 5 Contributions, 1. Member Contributions, A: updates to reflect currently negotiated contributions rates and remove language no longer applicable.
Section 6 Benefit Amounts and Eligibility, 5. Required Distribution Date: update per SECURE Act 2.0
Section 10 Optional Forms of Benefits, 5 E: update per SECURE Act 2.0
Section 16 Minimum Distribution of Benefits, 2. Time and Manner of Distribution, A. Required Beginning Date and B. Death of Member of Before Distributions Begin: update per SECURE Act 2.0
Section 28 Defined Contribution Component, 3 b, 3 c, 3 f (ii): clarification of terms and/or grammar
Section 28 Defined Contribution Component, 3 h: update per SECURE Act 2.0

Staff recommends approval of the Fire Pension Plan and Restatement as presented by the Pension Board.

Fiscal Analysis:

There is no financial impact associated with the restatement of the plan. Any previously negotiated changes with a financial impact were presented and approved by Commission and budgeted.

Strategic Plan Item:

No

Staff Report Created By: Heather Kidd - Director of Human Resources

Attachments:

New Smyrna Beach Firefighters Retirement System - Plan Restatement (Redline V3 As Rev 9-10-24).pdf
2024.09.16_LetterOfNoImpact_NewSmyrnaBeachFire.pdf
Ord 52-24 Firefighters' Retirement System Amendment.pdf

ORDINANCE NO. __-____

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING AND RESTATING THE CITY OF NEW SMYRNA BEACH FIREFIGHTERS' RETIREMENT SYSTEM AS ADOPTED PURSUANT TO ORDINANCE NO.116-11, AS SUBSEQUENTLY AMENDED; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach firefighters are presently provided pension and certain other benefits under Ordinances of the City of New Smyrna Beach; and

WHEREAS, the City Commission desires to clarify and restate the provisions of the Firefighters' Retirement System to consolidate all prior ordinances and to incorporate Federal law and the applicable provisions of Chapter 175, Florida Statutes.

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

Section 1. *Amendment*. That the City of New Smyrna Beach Firefighters' Retirement System, adopted pursuant to New Smyrna Beach, Fla., Ordinance No. 116-11, as subsequently amended, is hereby further amended and restated as set forth in this Restatement: (**Note: Deletions from text are indicated by ~~strikethrough~~, additions to text are indicated by underline, and omissions in text are indicated by [...].**)

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Section 2: ***Public Hearing***. That a public hearing considering the adoption of this ordinance held on DATE, in the City Commission Chambers at City Hall, 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 3. ***Conflicting Ordinances***. That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

Section 4. ***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 5. ***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: _____

EXHIBIT "A"

CITY OF NEW SMYRNA BEACH
FIREFIGHTERS' RETIREMENT SYSTEM

SECTION 1. DEFINITIONS.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Average Final Base Compensation means one-twelfth (1/12) of the average Base Compensation of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as a full-time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Accumulated Contributions means a Member's own contributions without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service shall be included in Accumulated Contributions.

Actuarial Equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion. (Ord. No. 81-17).

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as a full-time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Base Compensation means the base fixed compensation for services rendered to the City as a Firefighter plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or Salary reductions, otherwise includible as basic fixed compensation. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The

cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the Beneficiary shall be the estate of the Member.

Board means the Board of Trustees, which shall administer and manage the System herein provided and serve as trustees of the Fund.

City means City of New Smyrna Beach, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited Service means the total number of years and fractional parts of years of service as a Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Firefighter. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire Department pending the possibility of being reemployed as a Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Fire Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one-thousand dollars ($1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any

reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement. Such other Credited Service will not be considered in determining benefits under this System. Only his Credited Service and Salary under this

System on or after his date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation, Credited Service and benefit accrual rate as of the date the Member ceases to be a Firefighter.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment. (Ord. No. 81-17).

Effective Date means the date on which this ordinance becomes effective.

Firefighter means an actively employed full-time person employed by the City, including his initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of §633.408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters. (Ord. No. 81-17).

Fund means the trust fund established herein as part of the System.

Member means an actively employed Firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan Year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a Member who has entered Retirement Status.

Retirement means a Member's separation from City employment with eligibility for immediate receipt of benefits under the System or entry into the Deferred Retirement Option Plan.

Salary means the total compensation for services rendered to the City as a Firefighter reportable on the Member's W-2 Form~~, (excluding billable overtime duty pay for services rendered prior to October 1, 2012),~~ plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions; and is further defined as follows:~~.~~

A. ~~For services rendered on or after October 1, 2012 salary shall include up to 300 hours of overtime per fiscal year.~~ Effective October 1, 2012 services rendered prior to September 30, 2012, "salary" shall include up to 500 hours of personal leave~~/~~ and banked vacation time. The amount shall be included in salary when the Retiree receives payment at the time of Retirement subject to reduction if hours of personal leave or ~~/~~banked vacation time accrued and used on or after October 1, 2012 are exhausted (i.e. LIFO - last in first out). For services rendered on or after October 1, 2012 personal leave~~/~~ and banked vacation time is excluded from salary.

B. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations.

C. Effective October 1, 2019, up to three hundred (300) hours of overtime pay per fiscal year, in excess of the normal shift work assignment of 2,912 hours per fiscal year, shall be included in a Firefighter's pensionable salary, subject to the following additional provisions:

(1) ~~.~~ Upon completing 2,912 normal work assignment hours in a fiscal year, the hours actually worked in excess of 2,912 hours will be included in pensionable salary, up to 300 hours per fiscal year.

(2) Holiday pay (or holiday incentive hours) are not overtime and shall be included in a Firefighter's pensionable salary; however, even if paid at time and ½;~~,~~ hours worked at holiday pay shall not count toward the limitation of 300 hours of overtime.

(3) Hours worked in addition to a Firefighter's scheduled shifts shall be regarded as overtime and included in a Firefighter's pensionable salary; however, ~~—~~subject to ~~the such hours shall count toward~~ the limitation of 300 hours of overtime per fiscal year, whether the Firefighter is paid for them at straight time or time and ½.

(4) ~~For each fiscal year in which a Firefighter has worked more than 300 hours of overtime pay, the 300 highest paid of the Firefighter's overtime hours shall be those included in the 300 hours counted~~

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~~toward the Firefighter's pensionable salary; and those hours in excess of 300 that are excluded shall be those for which the Firefighter was paid at the lowest rate(s).~~

D. ~~Effective October 1, 2019, pay for holiday incentive hours shall be excluded from a Firefighter's pensionable salary.~~ Effective March 14, 2021, "transport pay" shall be included in a Firefighter's pensionable salary.

E. ~~Effective *(date of intended amendment)*, paid days off shall be included in a Firefighter's pensionable salary.~~

F. The annual compensation of each Member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2024~~02~~, may not exceed ~~$200,000~~$275,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year.

G. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

H. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

(Ord. No. 06-20) (Ord. No. 25-21).

Spouse means the Member's or Retiree's spouse under applicable law at the time benefits become payable. (Ord. No. 81-17).

System means the City of New Smyrna Beach Firefighters' Retirement System as contained herein and all amendments thereto.

2. **Masculine Gender**.

The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

SECTION 2. MEMBERSHIP.

1. **Conditions of Eligibility**.

A. All Firefighters as of December 13, 2011, and all future new Firefighters, shall become Members of this System as a condition of employment. Notwithstanding the previous sentence, a new employee who is hired as Fire Chief may, upon employment as Fire Chief, notify the Board and the City, in writing, of his election to not be a Member of the System. Current employees of the City who are selected to become Fire Chief are not eligible for the opt-out provided for herein. In the event of any such election, the Chief shall be barred from future membership in the System. Thereafter, contributions to the Plan in accordance with Section 5 shall not be required, he shall not be eligible to be elected as a Member trustee on the Board or vote for a Member trustee, and he shall not be eligible for any other benefits from the Plan. (Ord. No. 68-17).

B. All future new Firefighters shall be required to complete a medical examination as prescribed by the City.

2. **Designation of Beneficiary.**

Each Firefighter shall complete a form prescribed by the Board designating a Beneficiary or Beneficiaries.

SECTION 3. BOARD OF TRUSTEES.

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board is hereby designated as the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the New Smyrna Beach City Commission, and two (2) of whom shall be Members of the System, who shall be elected by a majority of the Firefighters who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the New Smyrna Beach City Commission. Upon receipt of the fifth person's name, the New Smyrna Beach City Commission shall, as a ministerial duty, appoint such person to the

Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the New Smyrna Beach City Commission at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City as a Firefighter or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as but not vote for elected Trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description. (Ord. No. 060-20) (Ord. No. 09-21).

2. The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one (1) vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to abstain from voting as the result of a conflict of interest provided that Trustee complies with the provisions of Section 112.3143, Florida Statutes.

4. The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree. The Board shall provide the City Manager, by June 1st of each year, a detailed budget of anticipated revenues and expenses for the next fiscal year. In the event the Board chooses to use the City's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the Board.

5. The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

A. To construe the provisions of the System and determine all questions arising thereunder.

B. To determine all questions relating to eligibility and membership.

C. To determine and certify the amount of all retirement allowances or other benefits hereunder.

D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.

E. To distribute to Members, at regular intervals, information concerning the System.

F. To receive and process all applications for benefits.

G. To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.

H. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.

I. To perform such other duties as are required to prudently administer the System.

SECTION 4. FINANCES AND FUND MANAGEMENT.

Establishment and Operation of Fund.

1. As part of the System, there is hereby established the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System, including the assets of the prior Firefighters' Retirement System.

2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.

3. All funds of the Firefighters' Retirement System may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the safekeeping of funds for the City. However, any funds so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Firefighters' Retirement System. In lieu thereof, the Board shall deposit the funds of the Firefighters' Retirement System in a qualified public depository as defined in

§280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets.

4. All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:

A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and

B. Receipts and disbursements, and

C. Benefit payments, and

D. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City, and

E. All interest, dividends and gains (or losses) whatsoever, and

F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

5. An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the Plan in accordance with the City Charter and applicable state statutes and in compliance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller. The Board, in its discretion, may utilize the annual audit of the City to accomplish its annual audit requirement. The audit shall show a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

6. The Board shall have the following investment powers and authority:

A. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the New Smyrna Beach City Commission to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this System, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be subject to the following:

(1) Notwithstanding any limitation provided for in Chapter 175, Florida Statutes to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior City ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the Board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the Fund at market value be invested in foreign securities.

(2) The Board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the Board at least annually.

(3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that

are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the Fund are transferred pursuant to subsection (3) shall be adopted by the Board as part of the Plan by executing appropriate participation, adoption agreements, and/or trust agreement with the group trust's trustee.

(b) The separate account maintained by the group trust for the Plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Members and Beneficiaries of the Plan.

(c) For the purpose of valuation, the value of the separate account maintained by the group trust for the Plan shall be the fair market value of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. (Ord. No. 81-17).

C. At least once every three (3) years, and more often as determined by the Board, the Board shall retain a professionally qualified independent consultant, as defined in Section 175.071, Florida Statutes, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the Board at its next regularly scheduled meeting.

D. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.

E. Neither the Board nor any Trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Fund, except that due to his or its own negligence, willful misconduct or lack of good faith.

F. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.

G. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

H. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

I. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

J. Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the Fund in a prudent manner.

K. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits provided for herein.

L. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

M. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

SECTION 5. CONTRIBUTIONS.

1. **Member Contributions**.

A. *Amount.* ~~Each Member (hired prior to July 1, 2012) of the System shall be required to make regular contributions to the Fund in the amount of four percent (4%) of his Salary effective October 1, 2012. Effective October 1, 2013 each Member (hired prior to July 1, 2012) of the System shall be required to make regular contributions to the Fund in the amount of seven percent (7%) of his Salary.~~ Effective October 1, 2014 each Member ~~(including those~~ hired prior to July 1, 2012~~)~~ of the System shall be required to make regular contributions to the Fund in the amount of ten percent (10%) of their~~his~~ Salary. ~~Each member hired on or after July 1, 2012, shall be required to make regular contributions to the Fund in the amount of ten percent (10%) of his Base Compensation.~~ Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

B. *Method*. Such contributions shall be made by payroll deduction.

2. **State Contributions**.

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Firefighters of the City shall be deposited in the Fund comprising part of this System immediately and under no circumstances more than five (5) days after receipt by the City. A defined contribution component of the Retirement System is hereby established. The defined contribution component shall be funded in accordance with the default rules set forth in section 175.351, Florida Statutes, unless and until otherwise agreed through collective bargaining between the City and the bargaining representative of the covered employees. The allocation and distribution of any defined contribution benefits shall be in accordance with such conditions as may be established by the Board of Trustees. (Ord. No. 97-20).

3. **City Contributions**.

So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the difference in each year, between the total aggregate Member contributions for the year, plus state contributions for such year, and the total cost for the year, as shown by the most recent actuarial valuation of the System. The total cost for any year shall be defined as the total normal cost plus the additional amount sufficient to amortize the unfunded past service liability as provided in Part VII of Chapter 112, Florida Statutes.

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

1. **Normal Retirement Date**.

A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or upon completion of twenty-five (25) years of service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age. (Ord. No. 81-17).

2. **Normal Retirement Benefit**.

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit for a Member hired prior to July 1, 2012 and who retires after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service. The monthly retirement benefit for a

Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of Credited Service, if the Member retired prior to October 1, 2019, and shall equal three percent (3%) of Average Final Base Compensation for each year of Credited Service if the Member retires on or after October 1, 2019. (Ord. 06-20).

3. **Early Retirement Date**.

A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. **Early Retirement Benefit**.

A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a Firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for Retirement on his normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subparagraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the date which would have been the Member's normal retirement date had he continued employment as a Firefighter.

5. **Required Distribution Date**.

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains ~~age seventy and one-half (70½)~~ his or her Required beginning date as defined in Section 16.2.A., or the calendar year in which the Member terminates employment with the City.

6. **Cost of Living Adjustment**.

A two-percent (2%) cost of living adjustment (COLA) shall be paid to all Members who are employed on, or hired after, October 1, 2019, and retire with normal retirement benefits. The annual COLA shall be applied beginning on the October 1st immediately subsequent to the Member's five (5) year anniversary of their actual retirement date. The COLA as provided herein shall not be applicable to early retirement disability retirement or pre-retirement death benefits. (Ord. No. 25-21).

SECTION 7. PRE-RETIREMENT DEATH.

1. If any active Member having ten (10) years or more of Credited Service shall die from causes not directly connected with the performance of his duty as a Firefighter, his surviving Spouse, if any, shall be entitled to a monthly benefit equal to the benefit that would have been payable to the Spouse had the Member's Retirement occurred on the date of his death and had he elected a fifty percent (50%) joint and survivor benefit pursuant to Section 10, subsection 1.B. with the Spouse as the joint annuitant, with the benefit continuing to the Spouse for life.

2. If any active Member shall lose his life in the performance of his duties as a Firefighter, his surviving Spouse, if any, shall be entitled to a monthly benefit equal to fifty percent (50%) of such Member's Average Final Compensation at the time of death and continuing to the Spouse for life. In the event there is no surviving Spouse, then the aforementioned pension shall be paid in equal shares to any of the Member's surviving children who are under and until they reach age eighteen (18) or who are under and until they reach age twenty-three (23) if they are pursuing a full-time education.

3. The Beneficiary of a deceased Member who does not qualify for a benefit under subsections 1. or 2. above (or if one-hundred percent (100%) of Accumulated Contributions are not paid pursuant to subsections 1. or 2. above), shall receive a refund of one hundred percent (100%) of the Member's Accumulated Contributions, less any amount paid under subsections 1. or 2. above.

4. *Cancer Presumption*. As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a Firefighter (as defined in section 112.1816(1), Florida Statutes) Member is considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 1123.1816(1), Florida Statutes). (Ord. No. 06-20).

SECTION 8. DISABILITY.

1. **Disability Benefits In-Line of Duty.**

Any Member who, prior to his normal retirement date as defined in Section 6, subsection 1, shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension. The monthly pension benefit for a Member hired prior to July 1, 2012 with a date of disability after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. The monthly pension benefit for a Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Base Compensation of the Member. The monthly pension benefit for a Member with a date of disability on or after October 1, 2019 shall equal three percent (3%) of Average Final Base Compensation for each year of Credited Service, but in no event shall the minimum amount paid to such Member be less than forty-two (42%) of their Average Final Base Compensation. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above. (Ord. No. 81-17).

2. **In-Line of Duty Presumptions.**

A. *Presumption.* Any condition or impairment of health of a Member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such Member shall have successfully passed a physical examination upon entering into such service, which examination failed to reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

B. *Additional Presumption*. The presumption provided for in this subparagraph B. shall apply only to those conditions described in this subparagraph B. that are diagnosed on or after January 1, 1996.

(1) *Definitions*. As used in this subsection 2.B., the following definitions apply:

(a) "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

(b) "Emergency rescue or public safety Member" means any Member employed full time by the City as a Firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety Member" does not include any person employed by a public hospital licensed under Chapter 395, Florida Statutes, or any person employed by a subsidiary thereof.

(c) "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

(d) "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:

i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;

ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of

containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

(e) "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.

(2) *Presumption***.** Any emergency rescue or public safety Member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the Member must, by written affidavit as provided in Section 92.50, Florida Statutes, verify by written declaration that, to the best of his knowledge and belief:

(a) In the case of a medical condition caused by or derived from hepatitis, he has not:

i. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;

ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical

tests for hepatitis, which tests failed to indicate the presence of hepatitis;

iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or

iv. Used intravenous drugs not prescribed by a physician.

(b) In the case of meningococcal meningitis, in the 10 days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.

(c) In the case of tuberculosis, in the period of time since the Member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.

(3) *Immunization***.** Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under this Section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety Member may be required by the City to undergo the immunization or prophylaxis unless the Member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the Member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety Member to undergo such immunization or prophylaxis disqualifies the Member from the benefits of the presumption.

(4) *Record of Exposures*. The City shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety Member in its employ to the disease described in this Section and shall immediately notify the Member of such exposure. An emergency rescue or public safety Member shall file an incident

or accident report with the City of each instance of known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

(5) *Required medical tests; preemployment physical*. In order to be entitled to the presumption provided by this Section:

(a) An emergency rescue or public safety Member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.

(b) On or after June 15, 1995, an emergency rescue or public safety Member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

C. *Cancer Presumption*. As provided, and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a Firefighter (as defined in section 112.1816(1), Florida Statues) Member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan's definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes). (Ord. No. 06-20).

3. **Disability Benefits Not-in-Line of Duty.**

Any Member with five (5) years or more Credited Service who, prior to his normal retirement date as defined in Section 6, subsection 1, shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his duties as a Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension. The monthly pension benefit for a Member hired prior to July 1, 2012 with a date of disability after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service, but in any event, the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. The monthly pension benefit for a Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of

credited service, but in any event the minimum amount paid to the Member shall be twenty-five percent (25%) of the Average Final Base Compensation of the Member. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above. (Ord. No. 81-17).

4. **Conditions Disqualifying Disability Benefits**.

Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability was not occasioned primarily by:

A. Excessive or habitual use of any drugs, intoxicants or narcotics.

B. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.

C. Injury or disease sustained while serving in any branch of the Armed Forces.

D. Injury or disease sustained by the Member after his employment as a Firefighter with the City of New Smyrna Beach shall have terminated.

5. **Physical Examination Requirement**.

A Member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the Board for that purpose. The Board shall not select the Member's treating physician or surgeon for this purpose except in an unusual case where the Board determines that it would be reasonable and prudent to do so.

Any Retiree receiving disability benefits under provisions of this ordinance may be required by the Board to submit sworn statements of his condition accompanied by a physician's statement (provided at the Retiree's expense) to the Board annually and may be required by the Board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the Board, to determine if such disability has ceased to exist. If the Board finds that the Retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a Firefighter, the Board shall recommend to the City that the Retiree be returned to performance of duty as a Firefighter, and the Retiree so returned

shall enjoy the same rights that he had at the time he was placed upon pension. In the event the Retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the Member claiming or the Retiree receiving disability benefits shall be borne by the Fund. All other reasonable costs as determined by the Board incident to the physical examination, such as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the Fund.

If the Retiree recovers from disability and reenters the service of the City as a Firefighter, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the City will not be considered as Credited Service for the purposes of the System.

The Board shall have the power and authority to make the final decisions regarding all disability claims.

6. **Disability Payments**.

The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

A. If the Retiree recovers from the disability, the payment due next preceding the date of such recovery, or

B. If the Retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability Retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in Section 10, subsection 1.A. or 1.B., which shall be the Actuarial Equivalent of the normal form of benefit.

SECTION 9. VESTING.

If a Member terminates his employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this System, the Member shall be entitled to the following:

1. If the Member has less than ten (10) years Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise normal or early retirement date, determined based upon his actual years of Credited Service, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise normal or early retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise normal or early retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Pre-Retirement Death.

3. Any vested Member of the System whose position is terminated, for whatever reason, but who remains employed by the City in some other capacity, shall have all retirement benefits accrued up to the date of such termination under this System preserved, provided he does not elect to withdraw his Accumulated Contributions from this System. Such accrued retirement benefits shall be payable at his otherwise early (reduced as for early retirement) or normal retirement date hereunder, or later, in accordance with the provisions of this System; provided further, however, that benefits shall not be payable under this System during any period of continued employment by the City.

SECTION 10. OPTIONAL FORMS OF BENEFITS.

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one (1) of the following options:

A. A retirement income of a monthly amount payable to the Retiree for his lifetime only.

B. A retirement income of a modified monthly amount, payable to the Retiree during the lifetime of the Retiree and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and

two-thirds percent (66 2/3%) or fifty percent (50%) of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his Spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6)

C. ~~"Pop – Up" Option: A retirement income of a modified monthly amount with survivor benefits to a joint pensioner in such certain percentages as described in subsection B above. The benefit shall be payable in the same manner as the joint-and-survivor annuity (described above) except that should the Member's joint annuitant predecease the Member, their benefit shall automatically "pop-up" to the straight-life annuity form of benefit described here in subsection A.~~

Commented [PH2]: May need to be negotiated. Patrick is checking.

D. ~~Such other amount and form of retirement benefit as, in the sole opinion of the Board of Trustees, will best meet the circumstances of the retiring firefighter and prove actuarially equivalent as defined by the System's actuary.~~

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1., B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner or Beneficiary and Member's retirement income benefits have commenced, Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

3. The consent of a Member's or Retiree's joint pensioner or Beneficiary to any such change shall not be required. The rights of all previously-designated Beneficiaries to receive benefits under the System shall thereupon cease.

4. Upon change of a Retiree's joint pensioner in accordance with this Section, the amount of the retirement income payable to the Retiree shall be actuarially determined to take into account the age of the former joint pensioner, the new joint pensioner and the Retiree and to ensure that the benefit paid is the Actuarial Equivalent of the present value of the Retiree's then-current benefit at the time of the change. Any

such Retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his Retirement shall be paid as provided in Section 11.

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

A. If a Member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 7.

B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his Retirement.

C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 11.

D. If a Member continues beyond his normal retirement date pursuant to the provisions of Section 6, subsection 1, and dies prior to his actual Retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his death occurred.

E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains ~~age seventy and one-half (70½)~~ his or her Required beginning date as defined in Section 16.2.A., or the calendar year in which the Member terminates employment with the City.

6. A Retiree may not change his retirement option after the date of cashing or depositing his first retirement check.

7. Notwithstanding anything herein to the contrary, the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars ($1,000). Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

SECTION 11. BENEFICIARIES.

1. Each Member or Retiree may, on a form provided for that purpose, signed and filed with the Board, designate a Beneficiary (or Beneficiaries) to receive the benefit, if any, which may be payable in the event of his death. Each designation may be revoked or changed by such Member or Retiree by signing and filing with the Board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the System shall cease.

2. If a deceased Member or Retiree failed to name a Beneficiary in the manner prescribed in subsection 1, or if the Beneficiary (or Beneficiaries) named by a deceased Member or Retiree predeceases the Member or Retiree, the death benefit, if any, which may be payable under the System with respect to such deceased Member or Retiree, shall be paid to the estate of the Member or Retiree and the Board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum.

3. Any payment made to any person pursuant to this Section shall operate as a complete discharge of all obligations under the System with regard to the deceased Member and any other persons with rights under the System and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

SECTION 12. CLAIMS PROCEDURES.

1. The Board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board.

2. The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

SECTION 13. REPORTS TO DIVISION OF RETIREMENT.

Each year and no later than March 15th, the Board shall file an Annual Report with the Division of Retirement containing the documents and information required by Section 175.261, Florida Statutes.

SECTION 14. ROSTER OF RETIREES.

The Secretary of the Board shall keep a record of all persons enjoying a pension under the provisions of this ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the Secretary shall keep a record of all Members in such a manner as to show the name, address, date of employment and date of termination of employment.

SECTION 15. MAXIMUM PENSION.

1. **Basic Limitation.**

Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a Plan Member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a Plan Member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) ($160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section 415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

2. **Adjustments to Basic Limitation for Form of Benefit**.

If the benefit under the plan is other than the annual benefit described in subsection 1., then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

A. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

(1) The annual amount of the straight life annuity (if any) payable to the Member under the Plan commencing at the same annuity starting date as the form of benefit to the Member, or

(2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a five percent (5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or

B. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

(1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one half percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Code); or

(3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the Plan Year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code), divided by 1.05.

C. The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections A. and B above.

3. **Benefits Not Taken into Account**.

For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

A. Any ancillary benefit which is not directly related to retirement income benefits;

B. Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

C. That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

4. **COLA Effect**.

Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

A. A Member's applicable limit will be applied to the Member's annual benefit in the Member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

B. thereafter, in any subsequent limitation year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

C. in no event shall a Member's benefit payable under the System in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

5. **Other Adjustments in Limitations**.

A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar ($160,000) annual benefit beginning at age sixty-two (62).

B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.

C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. **Less than Ten (10) Years of Participation or Service**.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7. (Ord. No. 81-17).

7. **Participation in Other Defined Benefit Plans**.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the Member has been a member were payable from one plan.

8. **Ten Thousand Dollar ($10,000) Limit; Less Than Ten Years of Service.**

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year and for any prior limitation year and the City has not any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member

has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

9. **Reduction of Benefits**.

Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member.

10. **Service Credit Purchase Limits**.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Section 25 and 27, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph, and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

B. For purposes of this subsection the term "permissive service credit" means service credit—

(1) recognized by the System for purposes of calculating a Member's benefit under the plan,

(2) which such Member has not received under the plan, and

(3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the System, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise provided by the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

11. **Contribution Limits.**

A. For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection 11., only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

(1) However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation

years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

(2) For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

(a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

(b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

(3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

B. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.

C. If the annual additions for any Member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

D. For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection 11. shall not exceed the annual limit under Section 401(a)(17) of the Code.

12. **Additional Limitation on Pension Benefits**.

Notwithstanding anything herein to the contrary:

A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

13. **Effect of Direct Rollover on 415(b) Limit**.

If the Plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b). (Ord. No. 81-17).

SECTION 16. MINIMUM DISTRIBUTION OF BENEFITS.

1. **General Rules**.

A. *Effective Date*. Effective as of January 1, 1989, the Plan will pay all benefits in accordance with a good faith interpretation of the requirements

of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the Plan is also subject to the specific provisions contained in this Section. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

B. *Precedence*. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

C. *TEFRA Section 242(b)(2) Elections*. Notwithstanding the other provisions of this Section other than this subsection 1.C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

2. **Time and Manner of Distribution**.

A. *Required Beginning Date*. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date, which effective January 1, 2023, is defined as the later of (1) and (2) below:

(1) With respect to a Member who reached~~regard to distributions required to be made to a Member who reaches~~ age 70 ½ prior to~~before~~ January 1, 2020,~~:~~ April 1 of the calendar year that next follows~~following the later of~~ the calendar year in which the Member attain~~s~~ed the age seventy and one-half (70 ½); or

with respect to a Member who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the Member attained the age of 72 years; or

~~(1)~~ with respect to a Member who attains age 72 on or after January 1, 2023~~ in which the Member terminates employment with the City, whichever is later~~ in accordance with the SECURE 2.0 Act and any technical corrections thereto; or~~.~~

(2) April 1 of the calendar year that next follows the calendar year in which the Member retires~~With regard to distributions required to be made on or after January 1, 2020 to a participant who reaches the age of 70 ½ on or after said date: April 1 of the calendar year that~~

~~next follows the calendar year in which the participant attains or will attain the age of 72 years or April 1 of the calendar year that next follows the calendar year in which the participant retires, whichever is later~~. (Ord. No. 97-20).

B. *Death of Member Before Distributions Begin*. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving Spouse is the Member's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained ~~age 70 ½~~ his or her required beginning date as defined in Section 16.2.A., if later, as the surviving Spouse elects.

(2) If the Member's surviving Spouse is not the Member's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(4) If the Member's surviving Spouse is the Member's sole designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving Spouse were the Member.

For purposes of this subsection 2.B. and, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4) applies, the date of distributions are required to begin to the surviving Spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

C. *Death After Distributions Begin*. If the Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

D. *Form of Distribution*. Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with this Section. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

3. **Determination of Amount to be Distributed Each Year.**

A. *General Requirements*. If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.

(2) The Member's entire interest must be distributed pursuant to Section 6, Section 7, Section 9, or Section 10 (as applicable) and in any event over a period equal to or less than the Member's life or the lives of the Member and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated Beneficiary. The life expectancy of the Member, the Member's spouse, or the Member's Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

B. *Amount Required to be Distributed by Required Beginning Date*. The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date distributions are required to begin under Section 7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which

payments are received, e.g., monthly. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.

C. *Additional Accruals After First Distribution Calendar Year*. Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

4. **General Distribution Rules**.

A. The amount of an annuity paid to a Member's Beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

B. The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Members' benefits received from the Retirement System.

5. **Definitions**.

A. *Designated Beneficiary*. The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 40l(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

B. *Distribution Calendar Year*. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 7.

SECTION 17. MISCELLANEOUS PROVISIONS.

1. **Interest of Members in System.**

All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.

2. **No Reduction of Accrued Benefits**.

No amendment or ordinance shall be adopted by the City Commission of the City of New Smyrna Beach which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.

3. **Qualification of System**.

It is intended that the System will constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as now in effect or hereafter amended. Any modification or amendment of the System may be made retroactively, if necessary or appropriate, to qualify or maintain the System as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

4. **Use of Forfeitures**.

Forfeitures arising from terminations of service of Members shall serve only to reduce future City contributions.

5. **Prohibited Transactions**.

Effective as of January 1, 1989, a Board may not engage in a transaction prohibited by Code Section 503(b).

6. **USERRA**.

Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.

7. **Vesting.**

A. Member will be 100% vested in all benefits upon attainment of the Plan's age and service requirements for the Plan's normal retirement benefit; and

B. A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.

8. **Electronic Forms**.

In those circumstances where a written election or consent is not required by the Plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treas. Reg. § 1.401(a)-21.

9. **Compliance with Chapter 175, Florida Statutes**.

It is intended that the System will continue to qualify for funding under Section 175.101, Florida Statutes. Accordingly, unless otherwise required by law, any provision of the System which violates the requirements of Chapter 175, Florida Statutes, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.

SECTION 18. REPEAL OR TERMINATION OF SYSTEM.

1. This ordinance establishing the System and Fund, and subsequent ordinances pertaining to said System and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefiting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby.

2. If this ordinance shall be repealed, or if contributions to the System are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in Chapter 121, Florida Statutes, the Board shall continue to administer the System in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said Members. In the event of repeal, discontinuance of contributions, or transfer merger or consolidation of

government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.

3. The Fund shall be distributed in accordance with the following procedures:

A. The Board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the expenses of such distribution. The Board shall inform the City if additional assets are required, in which event the City shall continue to financially support the Plan until all nonforfeitable benefits have been funded.

B. The Board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each Firefighter entitled to benefits under the plan as specified in subsection C.

C. The Board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection B. involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the Firefighter's Accumulated Contributions to the Plan, with interest if provided by the Plan, less the value of any plan benefits previously paid to the Firefighter.

D. If there is asset value remaining after the full distribution specified in subsection C., and after the payment of any expenses incurred with such distribution, such excess shall be returned to the City, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the City and the State to date of termination of the Plan, such excess shall be divided proportionately to the total contributions made by the City and the State.

E. The Board shall distribute, in accordance with subsection B., the amounts determined under subsection C.

If, after twenty-four (24) months after the date the Plan terminated or the date the Board received written notice that the contributions thereunder were being permanently discontinued, the City or the Board of the Fund affected has not complied with all the

provisions in this Section, the Florida Department of Management Services will effect the termination of the Fund in accordance with this Section.

SECTION 19. DOMESTIC RELATIONS ORDERS; RETIREE DIRECTED PAYMENTS; EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY.

1. **Domestic relations orders**.

A. Prior to the entry of any domestic relations order which affects or purports to affect the system's responsibility in connection with the payment of benefits of a Retiree, the Member or Retiree shall submit the proposed order to the Board for review to determine whether the System may legally honor the order.

B. If a domestic relations order is not submitted to the Board for review prior to entry of the order, and the System is ordered to take action that it may not legally take, and the System expends administrative or legal fees in resolving the matter, the Member or Retiree who submits such an order will be required to reimburse the System for its expenses in connection with the order.

2. **Retiree directed payments**.

The Board may, upon written request by a Retiree or by a dependent, when authorized by a Retiree or the Retiree's Beneficiary, authorize the System to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, to make payment to insurance companies for insurance premiums as permitted by Chapter 175, Florida Statutes, and to make any payments for child support or alimony.

3. **Exemption from execution, non-assignability**.

Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

SECTION 20. PENSION VALIDITY.

The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the Board.

SECTION 21. FORFEITURE OF PENSION.

1. Any Member who is convicted of the following offenses committed prior to Retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits under this System, except for the return of his Accumulated Contributions as of the date of termination. Specified offenses are as follows:

A. The committing, aiding or abetting of an embezzlement of public funds;

B. The committing, aiding or abetting of any theft by a public officer or employee from employer;

C. Bribery in connection with the employment of a public officer or employee;

D. Any felony specified in Chapter 838, Florida Statutes;

E. The committing of an impeachable offense;

F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position; or

G. The committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or

employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

2. Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

3. Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his case against forfeiture.

4. Any Member who has received benefits from the System in excess of his Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his Accumulated Contributions. The Board may implement all legal action necessary to recover such funds.

SECTION 22. CONVICTION AND FORFEITURE; FALSE, MISLEADING OR FRAUDULENT STATEMENTS.

1. It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

2. A person who violates subsection 1 commits a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. In addition to any applicable criminal penalty, upon conviction for a violation described in subsection 1, a Member or Beneficiary of the System may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

SECTION 23. DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; ELIMINATION OF MANDATORY DISTRIBUTIONS.

1. **Rollover Distributions**.

A. *General.*

This Section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. *Definitions.*

(1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in Section 408(a); to an individual retirement annuity described in Section 408(b); to a qualified defined contribution plan described in Section 401(a) or 403(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code; an

individual retirement annuity described in Section 408(b) of the Code; an annuity plan described in Section 403(a) of the Code; effective January 1, 2002, an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in Section 403(b) of the Code; a qualified trust described in Section 401(a) of the Code; or effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving Spouse.

(3) Distributee: A distributee includes an employee or former employee. It also includes the employee's or former employee's surviving Spouse and the employee's or former employee's spouse or former spouse. Effective January 1, 2007, it further includes a nonspouse Beneficiary who is a designated Beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse Beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

2. **Rollovers or Transfers into the Fund**.

On or after January 1, 2002, the System will accept, solely for the purpose of purchasing Credited Service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, Member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

A. *Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans*. The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept

legally permissible Member requested transfers of funds from other retirement or pension plans.

B. *Member Rollover Contributions from IRAs*. The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.

3. **Elimination of Mandatory Distributions**.

Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars ($1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

SECTION 24. FAMILY AND MEDICAL LEAVE ACT.

The fractional parts of the twelve (12) month period ending each March 1 that a Member is on leave without pay from the City pursuant to the Family and Medical Leave Act (FMLA) shall be added to his Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a Member of the System for the fractional parts of the twelve (12) months ending each March 1 for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of periods of Credited Service.

2. The request for Credited Service for FMLA leave time for the twelve (12) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.

3. Payment by the Member of the required amount shall be made on or before April 30 for the preceding twelve (12) month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be issued.

4. Credited Service purchased pursuant to this Section shall not count toward vesting.

SECTION 25. MILITARY SERVICE PRIOR TO EMPLOYMENT.

The years or fractional parts of years that a Firefighter serves or has served on active duty in the active military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the City Fire Department shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made in full not later than the Member's retirement date. Should the Member terminate service without having completed full payment for such prior service, all contributed amounts for such prior service period purchase shall be returned to the Member, without interest, and no Credited Service shall be afforded.

4. The maximum total years of Credited Service that may be purchased under this Section and Section 27 (prior fire service) shall be five (5) years.

5. Credited Service purchased pursuant to this Section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

6. No additional service credit will be allowed if the Member has received, is receiving, or is entitled to receive any other retirement benefit, for such other prior service period; provided, a Member may make a direct transfer of eligible rollover distributions of all or nay portion of the balance in another eligible retirement plan that is attributable to such other prior service to purchase additional service under this paragraph.

7. Payment for the purchase of past service, as provided for in this Section, shall be approved by the Board and made in one, or a combination of, the following manners:

(a) Cash lump sum payment;

(b) Installment payment plan that shall not exceed five (5) years with interest calculated at the Fund's actuarial rate of return assumption at the time of Board approval;

(c) Direct transfer or rollover of an eligible rollover distribution from a qualified or eligible plan pursuant to the Internal Revenue Code. (Ord. No. 25-21).

SECTION 26. DEFERRED RETIREMENT OPTION PLAN.

1. **Definitions.**

As used in this Section 26, the following definitions apply:

A. "DROP" -- The City of New Smyrna Beach Firefighters' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets: -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B. (2)(b)., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets. (Ord. No. 81-17).

2. **Participation.**

A. *Eligibility to Participate*.

In lieu of terminating his employment as a Firefighter, effective October 1, 2019, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP. (Ord. No. 06-20).

B. *Election to Participate*.

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. *Period of Participation*.

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. *Termination of Participation*.

(1) A Member's participation in the DROP shall cease by:

(a) continuation of his employment as a Firefighter at the end of his period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a Firefighter.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Firefighter.

(3) A Member who participates in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. *Effect of DROP Participation on the System*.

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits. (Ord. No. 81-17).

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the System until he terminates his employment as a Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Firefighter.

3. **Funding**.

A. *Establishment of DROP Account*.

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. *Transfers From Retirement System*.

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Firefighter.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited with either:

(a) Interest at an effective rate of six and one-half percent (6-1/2%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants) for Members who entered the DROP prior to October 1, 2012; or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the las business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

For Members who entered the DROP prior to October 1, 2012 the average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees. For Members who enter the DROP on and after October 1, 2012 the credit shall be a maximum of six and one-half percent (6-1/2%) per annum and a minimum of zero percent (0%).

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b)., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with Fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately

preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member is employed by the City Fire Department after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the Fire Department. A Member employed by the Fire Department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service. (Ord. No. 81-17).

4. **Distribution of DROP Accounts on Termination of Employment**.

A. *Eligibility for Benefits*.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Firefighter. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Firefighter.

B. *Form of Distribution*.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F

(2) Notwithstanding the preceding, if a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. *Date of Payment of Distribution*.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively

practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. *Proof of Death and Right of Beneficiary or Other Person*.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. *Distribution Limitation*.

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. *Direct Rollover of Certain Distributions.*

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 23.

5. **Administration of DROP**.

A. *Board Administers the DROP*.

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those

granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. *Individual Accounts, Records and Reports.*

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. *Establishment of Rules*.

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP'S assets.

D. *Limitation of Liability*.

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon

such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. **General Provisions**.

A. The DROP is not a separate retirement plan. Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 26 for the remainder of his employment, rather than in the normal manner provided under the Plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. *Notional Account*.

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. *No Employer Discretion*.

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. *IRC Limit*.

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under the Internal Revenue Code Section 415(b).

E. *Amendment of DROP*.

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits

under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. *Facility of Payment*.

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. *Information.*

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall file with the Board the information that it shall require to establish his rights and benefits under the DROP.

H. *Prevention of Escheat*.

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

I. *Written Elections, Notification*.

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner

for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(2) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

J. *Benefits Not Guaranteed*.

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

K. *Construction.*

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 26 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

L. *Forfeiture of Retirement Benefits.*

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

M. *Effect of DROP Participation on Employment*.

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants. (Ord. No. 81-17).

SECTION 27. PRIOR FIRE SERVICE.

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Member previously served as a Firefighter with the City of New Smyrna Beach during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a Member served as a Firefighter for any other municipality, county or special district fire department in the State of Florida, or for federal, other state, or county service if such prior service is recognized by the Division of State Fire Marshal as provided in chapter 633 or the Firefighter provides proof to the Board of Trustees that his or her service is equivalent to the service required to meet the definition of a "firefighter," shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.

4. The maximum credit for service under this Section for service other than with the City of New Smyrna Beach shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of New Smyrna Beach and such credit shall count for all purposes, including vesting.

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or

pension from a different employer's retirement system or plan as set forth in Section 15, subsection 12.B. (Ord. No. 81-17) (Ord. No. 21-25).

SECTION 28. DEFINED CONTRIBUTION COMPONENT.

(1) Effective October 1, 2019, there is hereby created an additional defined contribution plan component ("Share Plan") to provide special benefits in the form of a supplemental retirement benefit in accordance with this section, as provided in F.S. §175.351. The supplemental retirement benefit shall be funded solely and entirely by F.S. Ch. 175, premium tax monies for each Plan Year in which such premium tax monies are allocated to the supplemental retirement benefit plan in accordance with this section. The supplemental retirement benefit shall be available for each active Firefighter, including DROP participants, employed by the City who retire on or after April 1, 2017.

(2) Eligibility for Supplemental Benefits. An eligible Firefighter as provided herein who retires and begins receiving benefit payments from this Plan shall be entitled to receive monthly supplemental income payments based on the value of his or her respective supplemental benefit share account.

(3) Members' supplemental benefit share accounts shall be credited with premium tax revenues and investment earnings or losses, and distributed as follows:

(a) *Initial crediting*. No later than 180 days after May 26, 2021, the supplemental benefit share account of each active Firefighter and DROP participant on the City's payroll as of April 1, 2017, and all new hires after such date, shall be credited a proportionate share of the $51,687.32, as provided for herein. Each Member employed as a Firefighter on April 1, 2017 shall receive an initial allocation amount to their supplemental benefit share account pursuant to the schedule set forth in subparagraph (d) below. The total value of each share shall be determined based on the total number of shares divided into the total supplemental benefit share plan balance on September 30, 2019 of $51,687.32.

(b) *Annual crediting*. Effective October 1, 2020, and each October 1, thereafter, all annual premium tax revenues received by the City pursuant to Chapter 175.351(1), Florida Statutes, in accordance with the "default" provisions where no mutual consent exists shall be allocated to the Members' supplemental benefit share accounts. The supplemental benefit share account of each active Firefighter~~, DROP participant and eligible retiree~~ on the City's payroll as of the preceding September 30th shall be credited pursuant to the schedule set forth in subparagraph (d) below.

(c) *Investment earnings and losses*. Effective October 1, 2020, and each October 1 thereafter, the share account of each active Firefighter, DROP Member~~, eligible retiree,~~ and eligible vested deferred member shall be credited or debited with earnings or losses based upon the amount in the share account at the close of the immediately preceding fiscal year end at a rate equal to the Pension Trust Fund's actual net rate of investment return for the preceding Plan Year. The net rate of investment return is determined as of the last business day of the fiscal year, which is the valuation date, and Member share accounts shall be debited or credited with earnings or losses as of such date.

(d) *Allocation to Share Accounts*. Chapter 175 premium tax monies allocated to the supplemental benefit share plan in accordance wit subsections (a) and (b) above shall be allocated to Members' respective supplemental benefit share accounts as follows:

0 – 10 years of Credited Service – 0% share allocation.

10 – 12.5 years of Credited Service – 25% share allocation rate.

12.6 – 15 years of Credited Service – 50% of share allocation rate.

15.1 - 17.5 years of Credited Service – 75% of share allocation rate.

17.6 – 25+ years of Credited Service – 100% of share allocation rate.

(e) *Distribution of Share Accounts.* An active Firefighter, or DROP Member, shall be vested and eligible to receive a distribution of their respective supplemental benefit share account upon termination of employment based on the following benefit schedule:

0 – 10 years of Credited Service – 0% of supplemental benefit payable.

10 – 12.5 years of Credited Service – 25% of supplemental benefit payable.

12.6 – 15 years of Credited Service – 50% of supplemental benefit payable.

15.1 - 17.5 years of Credited Service – 75% of supplemental benefit payable.

17.6 – 25+ years of Credited Service – 100% of supplemental benefit payable.

No benefit shall be payable to an active Firefighter who terminates covered employment with less than 10 years of Credited Service. The supplemental benefit share account balances of such non-vested terminated Firefighters shall be redistributed among all eligible Member's share accounts in the same manner as premium tax revenues in the following calendar year. There shall be no forfeiture of a Member's Share Account based on the Member's death, disability or termination of employment with ten or more years of Credited Service.

(f) *Eligibility for Benefits*. Any Member who terminates employment as a Firefighter with the City with 10 or more years of Credited Service, or the Beneficiary of a vested Firefighter who dies prior to retirement, upon application filed with the Board, shall be entitled to be paid the value of their individual Member share account, subject to the following criteria:

(i) *Retirement Benefit.*

1. A Member shall be entitled to monthly income payments, not to exceed $750, from his or her supplemental benefit share account upon attaining normal retirement and separation from service.

2. Such payment shall be made in addition to the monthly retirement benefits provided for by this Plan and shall continue for the lifetime of the Member. No benefits shall be paid after the death of the Member. The amount of the monthly income payments shall be determined by the Plan actuary based on the balance in each Member's supplemental benefit share account, subject to Board approval.

(ii) *Termination Benefit*.

1. In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his/her share account only if he/she has 10 or more years of Credited Service on the date of termination. The benefit will be paid in the same fashion as subsection (i) for Retirees once monthly benefits have~~are~~ commenced.

(iii) *Disability Benefit*.

1. In the event that an eligible Member receives an in-line of duty disability retirement, such Member shall be entitled to monthly supplemental income payments, not to exceed $750, from his or her respective supplemental benefit share account, provided such Member's account shall be credited with 25 years of Credited Service. All such benefits shall be payable until the sooner of death or until such Member is no longer disabled.

2. In the event that an eligible Member receives a not-in-line of duty disability benefit, he or she shall be entitled to the vested portion of their supplemental benefit share account at the time of such retirement.

(iv) *Death Benefit*.

1. In the event that a vested Member dies prior to normal retirement or a DROP participant dies while actively employed as a Firefighter, one hundred percent (100%) of the value of their Member share account shall be paid to their designated Beneficiary.

(g) *Payment of Benefits*. Members shall be entitled to monthly supplemental benefit payments, not to exceed $750, in addition to a Member's monthly retirement benefit. COLA payments shall not be attributed to supplemental benefits paid as provided for in this Section. All such monthly payments shall begin commensurate with a Member's retirement benefit payments. If a vested Member or DROP participant terminates employment for any reason or dies prior to normal retirement, and the Member or their Beneficiary is entitled to receive a supplemental share plan benefit, payment of the share account supplemental benefit shall be made as soon as administratively practicable following the valuation date, but not later than one hundred eighty (180) days following the valuation date. (Ord. No. 21-25).

~~(g)~~(h) Upon termination of this Defined Contribution Component Plan for any reason the rights of all Members to benefits accrued to the date of such termination and the amounts credited to the Members' accounts are immediately fully vested and nonforfeitable. The Board of Trustees shall determine the asset value amount of each account as well as the method of distribution of such accounts. The Board of Trustees shall distribute the full value of each account as of the date of termination as soon as reasonably practicable.

September 16, 2024

VIA EMAIL

Troy Jenne, Plan Administrator
City of New Smyrna Beach
Firefighters' Pension Board
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of New Smyrna Beach
Firefighters' Retirement System

Dear Troy:

We have reviewed the proposed Ordinance restating the Plan.

We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program. Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of their adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

Patrick T. Donlan, EA, ASA, MAAA

cc: Pedro Herrera, Board Attorney

ORDINANCE NO. 52-24

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING AND RESTATING THE CITY OF NEW SMYRNA BEACH FIREFIGHTERS' RETIREMENT SYSTEM; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Smyrna Beach firefighters are presently provided pension and certain other benefits under ordinances of the City of New Smyrna Beach; and

WHEREAS, the City Commission desires to clarify and restate the provisions of the Firefighters' Retirement System to consolidate all of the previously adopted ordinances and to incorporate Federal law and the applicable provisions of Chapter 175, Florida Statutes.

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

SECTION 1. ***Amendment.*** That the City of New Smyrna Beach Firefighters' Retirement System, adopted pursuant to New Smyrna Beach, Fla., Ordinance No. 116-11, as subsequently amended, is hereby further amended and restated as set forth in this Restatement: (**Note: Deletions from text are indicated by ~~strikethrough~~, additions to text are indicated by underline, and omissions in text are indicated by [...].**)

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

SECTION 2: ***Public Hearing***. That a public hearing considering the adoption of this ordinance held on October 8, 2024, in the City Commission Chambers at City Hall, 214 Sams, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), F.S.

SECTION 3. ***Conflicting Ordinances***. That any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 4. ***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 5. ***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: 9/18/2024

EXHIBIT "A"

CITY OF NEW SMYRNA BEACH
FIREFIGHTERS' RETIREMENT SYSTEM

SECTION 1. DEFINITIONS.

1. As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Average Final Base Compensation means one-twelfth (1/12) of the average Base Compensation of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as a full-time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Accumulated Contributions means a Member's own contributions without interest. For those Members who purchase Credited Service with interest or at no cost to the System, any payment representing interest and any required actuarially calculated payments for the purchase of such Credited Service shall be included in Accumulated Contributions.

Actuarial Equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest equal to the investment return assumption set forth in the last actuarial valuation report approved by the Board. This definition may only be amended by the City pursuant to the recommendation of the Board using assumptions adopted by the Board with the advice of the plan's actuary, such that actuarial assumptions are not subject to City discretion. (Ord. No. 81-17).

Average Final Compensation means one-twelfth (1/12) of the average Salary of the five (5) best years of the last ten (10) years of Credited Service prior to Retirement, termination, or death, or the career average as a full-time Firefighter, whichever is greater. A year shall be twelve (12) consecutive months.

Base Compensation means the base fixed compensation for services rendered to the City as a Firefighter plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or Salary reductions, otherwise includible as basic fixed compensation. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual

compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

Beneficiary means the person or persons entitled to receive benefits hereunder at the death of a Member who has or have been designated in writing by the Member and filed with the Board. If no such designation is in effect, or if no person so designated is living, at the time of death of the Member, the Beneficiary shall be the estate of the Member.

Board means the Board of Trustees, which shall administer and manage the System herein provided and serve as trustees of the Fund.

City means City of New Smyrna Beach, Florida.

Code means the Internal Revenue Code of 1986, as amended from time to time.

Credited Service means the total number of years and fractional parts of years of service as a Firefighter with Member contributions, when required, omitting intervening years or fractional parts of years when such Member was not employed by the City as a Firefighter. A Member may voluntarily leave his Accumulated Contributions in the Fund for a period of five (5) years after leaving the employ of the Fire Department pending the possibility of being reemployed as a Firefighter, without losing credit for the time that he was a Member of the System. If a vested Member leaves the employ of the Fire Department, his Accumulated Contributions will be returned only upon his written request. If a Member who is not vested is not reemployed as a Firefighter with the Fire Department within five (5) years, his Accumulated Contributions, if one-thousand dollars ($1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars ($1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a Member's Accumulated Contributions, all of his rights and benefits under the System are forfeited and terminated. Upon any reemployment, a Firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his Accumulated Contributions from the Fund, unless the Firefighter repays into the Fund the contributions he has withdrawn, with interest, as determined by the Board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a Member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a Firefighter with the City to perform training or service, shall be added to his years of Credited Service for all purposes, including vesting, provided that:

A. The Member is entitled to reemployment under the provisions of USERRA.

B. The Member returns to his employment as a Firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.

C. The maximum credit for military service pursuant to this paragraph shall be five (5) years.

D. This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by Section 414(u)(12) of the Code, an individual receiving differential wage payments (as defined under Section 3401(h)(2) of the Code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Section 415(c) of the Code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

In the event that a Member of this System has also accumulated Credited Service in another pension system maintained by the City, then such other Credited Service shall be used in determining vesting as provided for in Section 9, and for determining eligibility for early or normal retirement. Such other Credited Service will not be considered in determining benefits under this System. Only his Credited Service and Salary under this System on or after his date of membership in this System will be considered for benefit calculation. In addition, any benefit calculation for a Member of this System who is or becomes eligible for a benefit from this System after he has become a member of another pension system maintained by the City, shall be based upon the Member's Average Final Compensation, Credited Service and benefit accrual rate as of the date the Member ceases to be a Firefighter.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of Credited Service either during each Plan Year of a Member's employment with the City or in the Plan Year in which the Member terminates employment. (Ord. No. 81-17).

Effective Date means the date on which this ordinance becomes effective.

Firefighter means an actively employed full-time person employed by the City, including his initial probationary employment period, who is certified as a Firefighter as a condition of employment in accordance with the provisions of §633.408, Florida Statutes, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters. (Ord. No. 81-17).

Fund means the trust fund established herein as part of the System.

Member means an actively employed Firefighter who fulfills the prescribed membership requirements. Benefit improvements which, in the past, have been provided for by amendments to the System adopted by City ordinance, and any benefit improvements which might be made in the future shall apply prospectively and shall not apply to Members who terminate employment or who retire prior to the effective date of any ordinance adopting such benefit improvements, unless such ordinance specifically provides to the contrary.

Plan Year means the twelve (12) month period beginning October 1 and ending September 30 of the following year.

Retiree means a Member who has entered Retirement Status.

Retirement means a Member's separation from City employment with eligibility for immediate receipt of benefits under the System or entry into the Deferred Retirement Option Plan.

Salary means the total compensation for services rendered to the City as a Firefighter reportable on the Member's W-2 Form plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions; and is further defined as follows:

A. Effective October 1, 2012 services rendered prior to September 30, 2012, "salary" shall include up to 500 hours of personal leave and banked vacation time. The amount shall be included in salary when the Retiree receives payment at the time of Retirement subject to reduction if hours of personal leave or banked vacation time accrued and used on or after October 1, 2012 are exhausted (i.e. LIFO - last in first out). For services

rendered on or after October 1, 2012 personal leave and banked vacation time is excluded from salary.

B. Compensation in excess of the limitations set forth in Section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations.

C. Effective October 1, 2019, up to three hundred (300) hours of overtime pay per fiscal year, in excess of the normal shift work assignment of 2,912 hours per fiscal year, shall be included in a Firefighter's pensionable salary, subject to the following additional provisions:

(1) Upon completing 2,912 normal work assignment hours in a fiscal year, the hours actually worked in excess of 2,912 hours will be included in pensionable salary, up to 300 hours per fiscal year.

(2) Holiday pay (or holiday incentive hours) are not overtime and shall be included in a Firefighter's pensionable salary; however, even if paid at time and ½; hours worked at holiday pay shall not count toward the limitation of 300 hours of overtime.

(3) Hours worked in addition to a Firefighter's scheduled shifts shall be regarded as overtime and included in a Firefighter's pensionable salary; however, subject to the limitation of 300 hours of overtime per fiscal year, whether the Firefighter is paid for them at straight time or time and ½.

D. Effective March 14, 2021, "transport pay" shall be included in a Firefighter's pensionable salary.

E. The annual compensation of each Member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2024, may not exceed $275,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year.

F. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

G. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject

to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

(Ord. No. 06-20) (Ord. No. 25-21).

Spouse means the Member's or Retiree's spouse under applicable law at the time benefits become payable. (Ord. No. 81-17).

System means the City of New Smyrna Beach Firefighters' Retirement System as contained herein and all amendments thereto.

2. **Masculine Gender**.

The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

SECTION 2. MEMBERSHIP.

1. **Conditions of Eligibility**.

A. All Firefighters as of December 13, 2011, and all future new Firefighters, shall become Members of this System as a condition of employment. Notwithstanding the previous sentence, a new employee who is hired as Fire Chief may, upon employment as Fire Chief, notify the Board and the City, in writing, of his election to not be a Member of the System. Current employees of the City who are selected to become Fire Chief are not eligible for the opt-out provided for herein. In the event of any such election, the Chief shall be barred from future membership in the System. Thereafter, contributions to the Plan in accordance with Section 5 shall not be required, he shall not be eligible to be elected as a Member trustee on the Board or vote for a Member trustee, and he shall not be eligible for any other benefits from the Plan. (Ord. No. 68-17).

B. All future new Firefighters shall be required to complete a medical examination as prescribed by the City.

2. **Designation of Beneficiary.**

Each Firefighter shall complete a form prescribed by the Board designating a Beneficiary or Beneficiaries.

SECTION 3. BOARD OF TRUSTEES.

1. The sole and exclusive administration of and responsibility for the proper operation of the System and for making effective the provisions of this ordinance are hereby vested in a Board of Trustees. The Board is hereby designated as the plan administrator. The Board shall consist of five (5) Trustees, two (2) of whom, unless otherwise prohibited by law, shall be legal residents of the City, who shall be appointed by the New Smyrna Beach City Commission, and two (2) of whom shall be Members of the System, who shall be elected by a majority of the Firefighters who are Members of the System. The fifth Trustee shall be chosen by a majority of the previous four (4) Trustees as provided for herein, and such person's name shall be submitted to the New Smyrna Beach City Commission. Upon receipt of the fifth person's name, the New Smyrna Beach City Commission shall, as a ministerial duty, appoint such person to the Board of Trustees as its fifth Trustee. The fifth Trustee shall have the same rights as each of the other four (4) Trustees appointed or elected as herein provided and shall serve a four (4) year term unless he sooner vacates the office. Each resident Trustee shall serve as Trustee for a period of four (4) years, unless he sooner vacates the office or is sooner replaced by the New Smyrna Beach City Commission at whose pleasure he shall serve. Each Member Trustee shall serve as Trustee for a period of four (4) years, unless he sooner leaves the employment of the City as a Firefighter or otherwise vacates his office as Trustee, whereupon a successor shall be chosen in the same manner as the departing Trustee. Each Trustee may succeed himself in office. DROP participants can be elected as but not vote for elected Trustees. The Board shall establish and administer the nominating and election procedures for each election. The Board shall meet at least quarterly each year. The Board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description. (Ord. No. 060-20) (Ord. No. 09-21).

2. The Trustees shall, by a majority vote, elect a Chairman and a Secretary. The Secretary of the Board shall keep a complete minute book of the actions, proceedings, or hearings of the Board. The Trustees shall not receive any compensation as such, but may receive expenses and per diem as provided by law.

3. Each Trustee shall be entitled to one (1) vote on the Board. Three (3) affirmative votes shall be necessary for any decision by the Trustees at any meeting of the Board. A Trustee shall have the right to abstain from voting as the result of a conflict of interest provided that Trustee complies with the provisions of Section 112.3143, Florida Statutes.

4. The Board shall engage such actuarial, accounting, legal, and other services as shall be required to transact the business of the System. The compensation of all persons engaged by the Board and all other expenses of the Board necessary for the operation of the System shall be paid from the Fund at such rates and in such amounts as the Board shall agree. The Board shall provide the City Manager, by June 1st of each year, a detailed budget of anticipated revenues and expenses for the next fiscal year. In the event the Board chooses to use the City's legal counsel, actuary or other professional, technical or other advisors, it shall do so only under terms and conditions acceptable to the Board.

5. The duties and responsibilities of the Board shall include, but not necessarily be limited to, the following:

A. To construe the provisions of the System and determine all questions arising thereunder.

B. To determine all questions relating to eligibility and membership.

C. To determine and certify the amount of all retirement allowances or other benefits hereunder.

D. To establish uniform rules and procedures to be followed for administrative purposes, benefit applications and all matters required to administer the System.

E. To distribute to Members, at regular intervals, information concerning the System.

F. To receive and process all applications for benefits.

G. To authorize all payments whatsoever from the Fund, and to notify the disbursing agent, in writing, of approved benefit payments and other expenditures arising through operation of the System and Fund.

H. To have performed actuarial studies and valuations, at least as often as required by law, and make recommendations regarding any and all changes in the provisions of the System.

I. To perform such other duties as are required to prudently administer the System.

SECTION 4. FINANCES AND FUND MANAGEMENT.

Establishment and Operation of Fund.

1. As part of the System, there is hereby established the Fund, into which shall be deposited all of the contributions and assets whatsoever attributable to the System, including the assets of the prior Firefighters' Retirement System.

2. The actual custody and supervision of the Fund (and assets thereof) shall be vested in the Board. Payment of benefits and disbursements from the Fund shall be made by the disbursing agent but only upon written authorization from the Board.

3. All funds of the Firefighters' Retirement System may be deposited by the Board with the Finance Director of the City, acting in a ministerial capacity only, who shall be liable in the same manner and to the same extent as he is liable for the

safekeeping of funds for the City. However, any funds so deposited with the Finance Director of the City shall be kept in a separate fund by the Finance Director or clearly identified as such funds of the Firefighters' Retirement System. In lieu thereof, the Board shall deposit the funds of the Firefighters' Retirement System in a qualified public depository as defined in §280.02, Florida Statutes, which depository with regard to such funds shall conform to and be bound by all of the provisions of Chapter 280, Florida Statutes. In order to fulfill its investment responsibilities as set forth herein, the Board may retain the services of a custodian bank, an investment advisor registered under the Investment Advisors Act of 1940 or otherwise exempt from such required registration, an insurance company, or a combination of these, for the purposes of investment decisions and management. Such investment manager shall have discretion, subject to any guidelines as prescribed by the Board, in the investment of all Fund assets.

4. All funds and securities of the System may be commingled in the Fund, provided that accurate records are maintained at all times reflecting the financial composition of the Fund, including accurate current accounts and entries as regards the following:

A. Current amounts of Accumulated Contributions of Members on both an individual and aggregate account basis, and

B. Receipts and disbursements, and

C. Benefit payments, and

D. Current amounts clearly reflecting all monies, funds and assets whatsoever attributable to contributions and deposits from the City, and

E. All interest, dividends and gains (or losses) whatsoever, and

F. Such other entries as may be properly required so as to reflect a clear and complete financial report of the Fund.

5. An audit shall be performed annually by a certified public accountant for the most recent fiscal year of the Plan in accordance with the City Charter and applicable state statutes and in compliance with generally accepted auditing standards and Government Auditing Standards issued by the Comptroller. The Board, in its discretion, may utilize the annual audit of the City to accomplish its annual audit requirement. The audit shall show a detailed listing of assets and a statement of all income and disbursements during the year. Such income and disbursements must be reconciled with the assets at the beginning and end of the year. Such report shall reflect a complete evaluation of assets on both a cost and market basis, as well as other items normally included in a certified audit.

6. The Board shall have the following investment powers and authority:

A. The Board shall be vested with full legal title to said Fund, subject, however, and in any event to the authority and power of the New Smyrna Beach City Commission to amend or terminate this Fund, provided that no amendment or Fund termination shall ever result in the use of any assets of this Fund except for the payment of regular expenses and benefits under this System, except as otherwise provided herein. All contributions from time to time paid into the Fund, and the income thereof, without distinction between principal and income, shall be held and administered by the Board or its agent in the Fund and the Board shall not be required to segregate or invest separately any portion of the Fund.

B. All monies paid into or held in the Fund shall be invested and reinvested by the Board and the investment of all or any part of such funds shall be subject to the following:

(1) Notwithstanding any limitation provided for in Chapter 175, Florida Statutes to the contrary (unless such limitation may not be amended by local ordinance) or any limitation in prior City ordinances to the contrary, all monies paid into or held in the Fund may be invested and reinvested in such securities, investment vehicles or property wherever situated and of whatever kind, as shall be approved by the Board, including but not limited to common or preferred stocks, bonds, and other evidences of indebtedness or ownership. In no event, however, shall more than twenty-five percent of the assets of the Fund at market value be invested in foreign securities.

(2) The Board shall develop and adopt a written investment policy statement setting forth permissible types of investments, goals and objectives of investments and setting quality and quantity limitations on investments in accordance with the recommendations of its investment consultants. The investment policy statement shall be reviewed by the Board at least annually.

(3) In addition, the Board may, upon recommendation by the Board's investment consultant, make investments in group trusts meeting the requirements of Internal Revenue Service Revenue Ruling 81-100, ~~and~~ Revenue Ruling 2011-1, IRS Notice 2012-6 and Revenue Ruling 2014-24 or successor rulings or guidance of similar import, and operated or maintained exclusively for the commingling and collective investment of monies, provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Section 401(a) of the Code, individual retirement accounts that are exempt under Section 408(e) of the Code, eligible governmental plans that meet the requirements of Section 457(b) of the Code, and governmental plans under 401(a)(24) of the Code. For this purpose, a trust includes a custodial account or a separate

tax favored account maintained by an insurance company that is treated as a trust under Section 401(f) or under Section 457(g)(3) of the Code. While any portion of the assets of the Fund are invested in such a group trust, such group trust is itself adopted as a part of the System or Plan.

(a) Any collective or common group trust to which assets of the Fund are transferred pursuant to subsection (3) shall be adopted by the Board as part of the Plan by executing appropriate participation, adoption agreements, and/or trust agreement with the group trust's trustee.

(b) The separate account maintained by the group trust for the Plan pursuant to subsection (3) shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Members and Beneficiaries of the Plan.

(c) For the purpose of valuation, the value of the separate account maintained by the group trust for the Plan shall be the fair market value of the group trust held for the Plan, determined in accordance with generally recognized valuation procedures. (Ord. No. 81-17).

C. At least once every three (3) years, and more often as determined by the Board, the Board shall retain a professionally qualified independent consultant, as defined in Section 175.071, Florida Statutes, to evaluate the performance of all current investment managers and make recommendations regarding the retention of all such investment managers. These recommendations shall be considered by the Board at its next regularly scheduled meeting.

D. The Board may retain in cash and keep unproductive of income such amount of the Fund as it may deem advisable, having regard for the cash requirements of the System.

E. Neither the Board nor any Trustee shall be liable for the making, retention or sale of any investment or reinvestment made as herein provided, nor for any loss or diminishment of the Fund, except that due to his or its own negligence, willful misconduct or lack of good faith.

F. The Board may cause any investment in securities held by it to be registered in or transferred into its name as Trustee or into the name of such nominee as it may direct, or it may retain them unregistered and in form permitting transferability, but the books and records shall at all times show that all investments are part of the Fund.

G. The Board is empowered, but is not required, to vote upon any stocks, bonds, or securities of any corporation, association, or trust and to give general or specific proxies or powers of attorney with or without power of substitution; to participate in mergers, reorganizations, recapitalizations, consolidations, and similar transactions with respect to such securities; to deposit such stock or other securities in any voting trust or any protective or like committee with the Trustees or with depositories designated thereby; to amortize or fail to amortize any part or all of the premium or discount resulting from the acquisition or disposition of assets; and generally to exercise any of the powers of an owner with respect to stocks, bonds, or other investments comprising the Fund which it may deem to be to the best interest of the Fund to exercise.

H. The Board shall not be required to make any inventory or appraisal or report to any court, nor to secure any order of court for the exercise of any power contained herein.

I. Where any action which the Board is required to take or any duty or function which it is required to perform either under the terms herein or under the general law applicable to it as Trustee under this ordinance, can reasonably be taken or performed only after receipt by it from a Member, the City, or any other entity, of specific information, certification, direction or instructions, the Board shall be free of liability in failing to take such action or perform such duty or function until such information, certification, direction or instruction has been received by it.

J. Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Underpayments shall be made up from the Fund in a prudent manner.

K. The Board shall sustain no liability whatsoever for the sufficiency of the Fund to meet the payments and benefits provided for herein.

L. In any application to or proceeding or action in the courts, only the Board shall be a necessary party, and no Member or other person having an interest in the Fund shall be entitled to any notice or service of process. Any judgment entered in such a proceeding or action shall be conclusive upon all persons.

M. Any of the foregoing powers and functions reposed in the Board may be performed or carried out by the Board through duly authorized agents, provided that the Board at all times maintains continuous supervision over

the acts of any such agent; provided further, that legal title to said Fund shall always remain in the Board.

SECTION 5. CONTRIBUTIONS.

1. **Member Contributions.**

A. *Amount.* Effective October 1, 2014 each Member of the System shall be required to make regular contributions to the Fund in the amount of ten percent (10%) of their Salary. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to §414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

B. *Method.* Such contributions shall be made by payroll deduction.

2. **State Contributions.**

Any monies received or receivable by reason of laws of the State of Florida, for the express purpose of funding and paying for retirement benefits for Firefighters of the City shall be deposited in the Fund comprising part of this System immediately and under no circumstances more than five (5) days after receipt by the City. A defined contribution component of the Retirement System is hereby established. The defined contribution component shall be funded in accordance with the default rules set forth in section 175.351, Florida Statutes, unless and until otherwise agreed through collective bargaining between the City and the bargaining representative of the covered employees. The allocation and distribution of any defined contribution benefits shall be in accordance with such conditions as may be established by the Board of Trustees. (Ord. No. 97-20).

3. **City Contributions.**

So long as this System is in effect, the City shall make quarterly contributions to the Fund in an amount equal to the difference in each year, between the total aggregate Member contributions for the year, plus state contributions for such year, and the total cost for the year, as shown by the most recent actuarial valuation of the System. The total cost for any year shall be defined as the total normal cost plus the additional amount sufficient to amortize the unfunded past service liability as provided in Part VII of Chapter 112, Florida Statutes.

SECTION 6. BENEFIT AMOUNTS AND ELIGIBILITY.

1. **Normal Retirement Date.**

A Member's normal retirement age is the earlier of the attainment of age fifty-five (55) and the completion of ten (10) years of Credited Service or upon completion of twenty-five (25) years of service, regardless of age. Each Member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A Member's normal retirement date shall be the first day of the month coincident with or next following the date the Member retires from the City after attaining normal retirement age. (Ord. No. 81-17).

2. **Normal Retirement Benefit.**

A Member retiring hereunder on or after his normal retirement date shall receive a monthly benefit which shall commence on the first day of the month coincident with or next following his Retirement and be continued thereafter during Member's lifetime, ceasing upon death, but with one hundred twenty (120) monthly payments guaranteed in any event. The monthly retirement benefit for a Member hired prior to July 1, 2012 and who retires after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service. The monthly retirement benefit for a Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of Credited Service, if the Member retired prior to October 1, 2019, and shall equal three percent (3%) of Average Final Base Compensation for each year of Credited Service if the Member retires on or after October 1, 2019. (Ord. 06-20).

3. **Early Retirement Date.**

A Member may retire on his early retirement date which shall be the first day of any month coincident with or next following the attainment of age fifty (50) and the completion of ten (10) years of Credited Service. Early retirement under the System is Retirement from employment with the City on or after the early retirement date and prior to the normal retirement date.

4. **Early Retirement Benefit.**

A Member retiring hereunder on his early retirement date may receive either a deferred or an immediate monthly retirement benefit payable in the same form as for normal retirement as follows:

A. A deferred monthly retirement benefit which shall commence on what would have been his normal retirement date had he continued employment as a Firefighter and shall be continued on the first day of each month thereafter. The amount of each such deferred monthly retirement benefit shall be determined in the same manner as for Retirement on his normal retirement date except that Credited Service and Average Final Compensation shall be determined as of his early retirement date; or

B. An immediate monthly retirement benefit which shall commence on his early retirement date and shall be continued on the first day of each month thereafter. The benefit payable shall be as determined in subparagraph A above, reduced by three percent (3%) for each year by which the commencement of benefits precedes the date which would have been the Member's normal retirement date had he continued employment as a Firefighter.

5. **Required Distribution Date**.

The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains his or her Required beginning date as defined in Section 16.2.A., or the calendar year in which the Member terminates employment with the City.

6. **Cost of Living Adjustment**.

A two-percent (2%) cost of living adjustment (COLA) shall be paid to all Members who are employed on, or hired after, October 1, 2019, and retire with normal retirement benefits. The annual COLA shall be applied beginning on the October 1st immediately subsequent to the Member's five (5) year anniversary of their actual retirement date. The COLA as provided herein shall not be applicable to early retirement disability retirement or pre-retirement death benefits. (Ord. No. 25-21).

SECTION 7. PRE-RETIREMENT DEATH.

1. If any active Member having ten (10) years or more of Credited Service shall die from causes not directly connected with the performance of his duty as a Firefighter, his surviving Spouse, if any, shall be entitled to a monthly benefit equal to the benefit that would have been payable to the Spouse had the Member's Retirement occurred on the date of his death and had he elected a fifty percent (50%) joint and survivor benefit pursuant to Section 10, subsection 1.B. with the Spouse as the joint annuitant, with the benefit continuing to the Spouse for life.

2. If any active Member shall lose his life in the performance of his duties as a Firefighter, his surviving Spouse, if any, shall be entitled to a monthly benefit equal to fifty percent (50%) of such Member's Average Final Compensation at the time of death and continuing to the Spouse for life. In the event there is no surviving Spouse, then the aforementioned pension shall be paid in equal shares to any of the Member's surviving children who are under and until they reach age eighteen (18) or who are under and until they reach age twenty-three (23) if they are pursuing a full-time education.

3. The Beneficiary of a deceased Member who does not qualify for a benefit under subsections 1. or 2. above (or if one-hundred percent (100%) of Accumulated Contributions are not paid pursuant to subsections 1. or 2. above), shall receive a

refund of one hundred percent (100%) of the Member's Accumulated Contributions, less any amount paid under subsections 1. or 2. above.

4. *Cancer Presumption.* As provided and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a Firefighter (as defined in section 112.1816(1), Florida Statutes) Member is considered to have died in the line of duty if he or she dies as a result of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 1123.1816(1), Florida Statutes). (Ord. No. 06-20).

SECTION 8. DISABILITY.

1. **Disability Benefits In-Line of Duty.**

Any Member who, prior to his normal retirement date as defined in Section 6, subsection 1, shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability was directly caused by the performance of his duty as a Firefighter, shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension. The monthly pension benefit for a Member hired prior to July 1, 2012 with a date of disability after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Compensation of the Member. The monthly pension benefit for a Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of Credited Service, but in any event the minimum amount paid to the Member shall be forty-two percent (42%) of the Average Final Base Compensation of the Member. The monthly pension benefit for a Member with a date of disability on or after October 1, 2019 shall equal three percent (3%) of Average Final Base Compensation for each year of Credited Service, but in no event shall the minimum amount paid to such Member be less than forty-two (42%) of their Average Final Base Compensation. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above. (Ord. No. 81-17).

2. **In-Line of Duty Presumptions.**

A. *Presumption.* Any condition or impairment of health of a Member caused by hypertension or heart disease shall be presumed to have been suffered in line of duty unless the contrary is shown by competent evidence, provided that such Member shall have successfully passed a physical examination upon entering into such service, which examination failed to

reveal any evidence of such condition; and provided further, that such presumption shall not apply to benefits payable or granted in a policy of life insurance or disability insurance.

B. *Additional Presumption.* The presumption provided for in this subparagraph B. shall apply only to those conditions described in this subparagraph B. that are diagnosed on or after January 1, 1996.

(1) *Definitions.* As used in this subsection 2.B., the following definitions apply:

(a) "Body fluids" means blood and body fluids containing visible blood and other body fluids to which universal precautions for prevention of occupational transmission of blood-borne pathogens, as established by the Centers for Disease Control, apply. For purposes of potential transmission of meningococcal meningitis or tuberculosis, the term "body fluids" includes respiratory, salivary, and sinus fluids, including droplets, sputum, and saliva, mucous, and other fluids through which infectious airborne organisms can be transmitted between persons.

(b) "Emergency rescue or public safety Member" means any Member employed full time by the City as a Firefighter, paramedic, emergency medical technician, law enforcement officer, or correctional officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, the term "emergency rescue or public safety Member" does not include any person employed by a public hospital licensed under Chapter 395, Florida Statutes, or any person employed by a subsidiary thereof.

(c) "Hepatitis" means hepatitis A, hepatitis B, hepatitis non-A, hepatitis non-B, hepatitis C, or any other strain of hepatitis generally recognized by the medical community.

(d) "High risk of occupational exposure" means that risk that is incurred because a person subject to the provisions of this subsection, in performing the basic duties associated with his employment:

i. Provides emergency medical treatment in a non-health-care setting where there is a potential for transfer of body fluids between persons;

ii. At the site of an accident, fire, or other rescue or public safety operation, or in an emergency rescue or public safety vehicle, handles body fluids in or out of containers or works with or otherwise handles needles or other sharp instruments exposed to body fluids;

iii. Engages in the pursuit, apprehension, and arrest of law violators or suspected law violators and, in performing such duties, may be exposed to body fluids; or

iv. Is responsible for the custody, and physical restraint when necessary, of prisoners or inmates within a prison, jail, or other criminal detention facility, while on work detail outside the facility, or while being transported and, in performing such duties, may be exposed to body fluids.

(e) "Occupational exposure," in the case of hepatitis, meningococcal meningitis, or tuberculosis, means an exposure that occurs during the performance of job duties that may place a worker at risk of infection.

(2) *Presumption.* Any emergency rescue or public safety Member who suffers a condition or impairment of health that is caused by hepatitis, meningococcal meningitis, or tuberculosis, that requires medical treatment, and that results in total or partial disability or death shall be presumed to have a disability suffered in the line of duty, unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the Member must, by written affidavit as provided in Section 92.50, Florida Statutes, verify by written declaration that, to the best of his knowledge and belief:

(a) In the case of a medical condition caused by or derived from hepatitis, he has not:

i. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his employment;

ii. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his present employment, or received any blood products for the

treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;

iii. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control or the Surgeon General of the United States or had sexual relations with a person known to him to have engaged in such unsafe sexual practices or other high-risk behavior; or

iv. Used intravenous drugs not prescribed by a physician.

(b) In the case of meningococcal meningitis, in the 10 days immediately preceding diagnosis he was not exposed, outside the scope of his employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease.

(c) In the case of tuberculosis, in the period of time since the Member's last negative tuberculosis skin test, he has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.

(3) *Immunization.* Whenever any standard, medically recognized vaccine or other form of immunization or prophylaxis exists for the prevention of a communicable disease for which a presumption is granted under this Section, if medically indicated in the given circumstances pursuant to immunization policies established by the Advisory Committee on Immunization Practices of the U.S. Public Health Service, an emergency rescue or public safety Member may be required by the City to undergo the immunization or prophylaxis unless the Member's physician determines in writing that the immunization or other prophylaxis would pose a significant risk to the Member's health. Absent such written declaration, failure or refusal by an emergency rescue or public safety Member to undergo such immunization or prophylaxis disqualifies the Member from the benefits of the presumption.

(4) *Record of Exposures.* The City shall maintain a record of any known or reasonably suspected exposure of an emergency rescue or public safety Member in its employ to the disease described in this Section and shall immediately notify the Member of such exposure. An emergency rescue or public safety Member shall file an incident or accident report with the City of each instance of

known or suspected occupational exposure to hepatitis infection, meningococcal meningitis, or tuberculosis.

(5) *Required medical tests; preemployment physical.* In order to be entitled to the presumption provided by this Section:

(a) An emergency rescue or public safety Member must, prior to diagnosis, have undergone standard, medically acceptable tests for evidence of the communicable disease for which the presumption is sought, or evidence of medical conditions derived therefrom, which tests fail to indicate the presence of infection. This paragraph does not apply in the case of meningococcal meningitis.

(b) On or after June 15, 1995, an emergency rescue or public safety Member may be required to undergo a preemployment physical examination that tests for and fails to reveal any evidence of hepatitis or tuberculosis.

C. *Cancer Presumption.* As provided, and subject to the limitations in section 112.1816, Florida Statutes, effective July 1, 2019, a Firefighter (as defined in section 112.1816(1), Florida Statues) Member shall be considered to be totally and permanently disabled in the line of duty if he or she meets the Plan's definition of Totally and Permanently Disabled due to a diagnosis of cancer (as defined in section 112.1816(1), Florida Statutes) or circumstances that arise out of the treatment of such cancer (as defined in section 112.1816(1), Florida Statutes). (Ord. No. 06-20).

3. **Disability Benefits Not-in-Line of Duty.**

Any Member with five (5) years or more Credited Service who, prior to his normal retirement date as defined in Section 6, subsection 1, shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a Firefighter, which disability is not directly caused by the performance of his duties as a Firefighter shall, upon establishing the same to the satisfaction of the Board, be entitled to a monthly pension. The monthly pension benefit for a Member hired prior to July 1, 2012 with a date of disability after October 1, 2004 shall equal three percent (3%) of Average Final Compensation for each year of Credited Service, but in any event, the minimum amount paid to the Member shall be twenty-five percent (25%) of his Average Final Compensation. The monthly pension benefit for a Member hired on or after July 1, 2012 shall equal two percent (2%) of Average Final Base Compensation for each year of credited service, but in any event the minimum amount paid to the Member shall be twenty-five percent (25%) of the Average Final Base Compensation of the Member. Terminated persons, either vested or non-vested, are not eligible for disability benefits. Notwithstanding the previous sentence, if a Member is terminated by the City for medical reasons, the terminated person may apply for a disability benefit if the

application is filed with the Board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the Board otherwise determines that he is totally and permanently disabled as provided for above. (Ord. No. 81-17).

4. **Conditions Disqualifying Disability Benefits**.

Each Member who is claiming disability benefits shall establish, to the satisfaction of the Board, that such disability was not occasioned primarily by:

A. Excessive or habitual use of any drugs, intoxicants or narcotics.

B. Injury or disease sustained while willfully and illegally participating in fights, riots or civil insurrections or while committing a crime.

C. Injury or disease sustained while serving in any branch of the Armed Forces.

D. Injury or disease sustained by the Member after his employment as a Firefighter with the City of New Smyrna Beach shall have terminated.

5. **Physical Examination Requirement**.

A Member shall not become eligible for disability benefits until and unless he undergoes a physical examination by a qualified physician or physicians and/or surgeon or surgeons, who shall be selected by the Board for that purpose. The Board shall not select the Member's treating physician or surgeon for this purpose except in an unusual case where the Board determines that it would be reasonable and prudent to do so.

Any Retiree receiving disability benefits under provisions of this ordinance may be required by the Board to submit sworn statements of his condition accompanied by a physician's statement (provided at the Retiree's expense) to the Board annually and may be required by the Board to undergo additional periodic re-examinations by a qualified physician or physicians and/or surgeon or surgeons who shall be selected by the Board, to determine if such disability has ceased to exist. If the Board finds that the Retiree is no longer permanently and totally disabled to the extent that he is unable to render useful and efficient service as a Firefighter, the Board shall recommend to the City that the Retiree be returned to performance of duty as a Firefighter, and the Retiree so returned shall enjoy the same rights that he had at the time he was placed upon pension. In the event the Retiree so ordered to return shall refuse to comply with the order within thirty (30) days from the issuance thereof, he shall forfeit the right to his pension.

The cost of the physical examination and/or re-examination of the Member claiming or the Retiree receiving disability benefits shall be borne by the Fund. All other reasonable costs as determined by the Board incident to the physical examination, such

as, but not limited to, transportation, meals and hotel accommodations, shall be borne by the Fund.

If the Retiree recovers from disability and reenters the service of the City as a Firefighter, his service will be deemed to have been continuous, but the period beginning with the first month for which he received a disability retirement income payment and ending with the date he reentered the service of the City will not be considered as Credited Service for the purposes of the System.

The Board shall have the power and authority to make the final decisions regarding all disability claims.

6. **Disability Payments**.

The monthly benefit to which a Member is entitled in the event of the Member's disability retirement shall be payable on the first day of the first month after the Board determines such entitlement. However, the monthly retirement income shall be payable as of the date the Board determined such entitlement, and any portion due for a partial month shall be paid together with the first payment. The last payment will be:

A. If the Retiree recovers from the disability, the payment due next preceding the date of such recovery, or

B. If the Retiree dies without recovering from disability, the payment due next preceding his death or the 120th monthly payment, whichever is later.

Provided, however, the disability Retiree may select, at any time prior to the date on which benefit payments begin, an optional form of benefit payment as described in Section 10, subsection 1.A. or 1.B., which shall be the Actuarial Equivalent of the normal form of benefit.

SECTION 9. VESTING.

If a Member terminates his employment as a Firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this System, the Member shall be entitled to the following:

1. If the Member has less than ten (10) years Credited Service upon termination, the Member shall be entitled to a refund of his Accumulated Contributions or the Member may leave it deposited with the Fund.

2. If the Member has ten (10) or more years of Credited Service upon termination, the Member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the Member's Credited Service, Average Final Compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the Member's otherwise normal or early retirement date,

determined based upon his actual years of Credited Service, provided he does not elect to withdraw his Accumulated Contributions and provided the Member survives to his otherwise normal or early retirement date. If the Member does not withdraw his Accumulated Contributions and does not survive to his otherwise normal or early retirement date, his designated Beneficiary shall be entitled to a benefit as provided herein for a deceased Member, vested or eligible for Retirement under Pre-Retirement Death.

3. Any vested Member of the System whose position is terminated, for whatever reason, but who remains employed by the City in some other capacity, shall have all retirement benefits accrued up to the date of such termination under this System preserved, provided he does not elect to withdraw his Accumulated Contributions from this System. Such accrued retirement benefits shall be payable at his otherwise early (reduced as for early retirement) or normal retirement date hereunder, or later, in accordance with the provisions of this System; provided further, however, that benefits shall not be payable under this System during any period of continued employment by the City.

SECTION 10. OPTIONAL FORMS OF BENEFITS.

1. In lieu of the amount and form of retirement income payable in the event of normal or early retirement as specified herein, a Member, upon written request to the Board, may elect to receive a retirement income or benefit of equivalent actuarial value payable in accordance with one (1) of the following options:

A. A retirement income of a monthly amount payable to the Retiree for his lifetime only.

B. A retirement income of a modified monthly amount, payable to the Retiree during the lifetime of the Retiree and following the death of the Retiree, one hundred percent (100%), seventy-five percent (75%), sixty-six and two-thirds percent (66 2/3%) or fifty percent (50%) of such monthly amount payable to a joint pensioner for his lifetime. Except where the Retiree's joint pensioner is his Spouse, the payments to the joint pensioner as a percentage of the payments to the Retiree shall not exceed the applicable percentage provided for in the applicable table in the Treasury regulations. (See Q & A-2 of 1.401(a)(9)-6).

2. The Member, upon electing any option of this Section, will designate the joint pensioner (subsection 1., B. above) or Beneficiary (or Beneficiaries) to receive the benefit, if any, payable under the System in the event of Member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary Beneficiaries where applicable. A Member may change his Beneficiary at any time. If a Member has elected an option with a joint pensioner or Beneficiary and Member's retirement income benefits have commenced,

Member may thereafter change his designated Beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a Member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

3. The consent of a Member's or Retiree's joint pensioner or Beneficiary to any such change shall not be required. The rights of all previously-designated Beneficiaries to receive benefits under the System shall thereupon cease.

4. Upon change of a Retiree's joint pensioner in accordance with this Section, the amount of the retirement income payable to the Retiree shall be actuarially determined to take into account the age of the former joint pensioner, the new joint pensioner and the Retiree and to ensure that the benefit paid is the Actuarial Equivalent of the present value of the Retiree's then-current benefit at the time of the change. Any such Retiree shall pay the actuarial recalculation expenses. Each request for a change will be made in writing on a form prepared by the Board and on completion will be filed with the Board. In the event that no designated Beneficiary survives the Retiree, such benefits as are payable in the event of the death of the Retiree subsequent to his Retirement shall be paid as provided in Section 11.

5. Retirement income payments shall be made under the option elected in accordance with the provisions of this Section and shall be subject to the following limitations:

A. If a Member dies prior to his normal retirement date or early retirement date, whichever first occurs, no retirement benefit will be payable under the option to any person, but the benefits, if any, will be determined under Section 7.

B. If the designated Beneficiary (or Beneficiaries) or joint pensioner dies before the Member's Retirement under the System, the option elected will be canceled automatically and a retirement income of the normal form and amount will be payable to the Member upon his Retirement as if the election had not been made, unless a new election is made in accordance with the provisions of this Section or a new Beneficiary is designated by the Member prior to his Retirement.

C. If both the Retiree and the Beneficiary (or Beneficiaries) designated by Member or Retiree die before the full payment has been effected under any option providing for payments for a period certain and life thereafter, made pursuant to the provisions of subsection 1, the Board may, in its discretion, direct that the commuted value of the remaining payments be paid in a lump sum and in accordance with Section 11.

D. If a Member continues beyond his normal retirement date pursuant to the provisions of Section 6, subsection 1, and dies prior to his actual

Retirement and while an option made pursuant to the provisions of this Section is in effect, monthly retirement income payments will be made, or a retirement benefit will be paid, under the option to a Beneficiary (or Beneficiaries) designated by the Member in the amount or amounts computed as if the Member had retired under the option on the date on which his death occurred.

E. The Member's benefit under this Section must begin to be distributed to the Member no later than April 1 of the calendar year following the later of the calendar year in which the Member attains his or her Required beginning date as defined in Section 16.2.A., or the calendar year in which the Member terminates employment with the City.

6. A Retiree may not change his retirement option after the date of cashing or depositing his first retirement check.

7. Notwithstanding anything herein to the contrary, the Board in its discretion, may elect to make a lump sum payment to a Member or a Member's Beneficiary in the event that the total commuted value of the monthly income payments to be paid do not exceed one thousand dollars ($1,000). Any such payment made to any person pursuant to the power and discretion conferred upon the Board by the preceding sentence shall operate as a complete discharge of all obligations under the System with regard to such Member and shall not be subject to review by anyone, but shall be final, binding and conclusive on all persons.

SECTION 11. BENEFICIARIES.

1. Each Member or Retiree may, on a form provided for that purpose, signed and filed with the Board, designate a Beneficiary (or Beneficiaries) to receive the benefit, if any, which may be payable in the event of his death. Each designation may be revoked or changed by such Member or Retiree by signing and filing with the Board a new designation-of-beneficiary form. Upon such change, the rights of all previously designated Beneficiaries to receive any benefits under the System shall cease.

2. If a deceased Member or Retiree failed to name a Beneficiary in the manner prescribed in subsection 1, or if the Beneficiary (or Beneficiaries) named by a deceased Member or Retiree predeceases the Member or Retiree, the death benefit, if any, which may be payable under the System with respect to such deceased Member or Retiree, shall be paid to the estate of the Member or Retiree and the Board, in its discretion, may direct that the commuted value of the remaining monthly income benefits be paid in a lump sum.

3. Any payment made to any person pursuant to this Section shall operate as a complete discharge of all obligations under the System with regard to the deceased Member and any other persons with rights under the System and shall not be subject to review by anyone but shall be final, binding and conclusive on all persons ever interested hereunder.

SECTION 12. CLAIMS PROCEDURES.

1. The Board shall establish administrative claims procedures to be utilized in processing written requests ("claims"), on matters which affect the substantial rights of any person ("Claimant"), including Members, Retirees, Beneficiaries, or any person affected by a decision of the Board.

2. The Board shall have the power to subpoena and require the attendance of witnesses and the production of documents for discovery prior to and at any proceedings provided for in the Board's claims procedures. The Claimant may request in writing the issuance of subpoenas by the Board. A reasonable fee may be charged for the issuance of any subpoenas not to exceed the fees set forth in Florida Statutes.

SECTION 13. REPORTS TO DIVISION OF RETIREMENT.

Each year and no later than March 15th, the Board shall file an Annual Report with the Division of Retirement containing the documents and information required by Section 175.261, Florida Statutes.

SECTION 14. ROSTER OF RETIREES.

The Secretary of the Board shall keep a record of all persons enjoying a pension under the provisions of this ordinance in which it shall be noted the time when the pension is allowed and when the same shall cease to be paid. Additionally, the Secretary shall keep a record of all Members in such a manner as to show the name, address, date of employment and date of termination of employment.

SECTION 15. MAXIMUM PENSION.

1. **Basic Limitation.**

Notwithstanding any other provisions of this System to the contrary, the Member contributions paid to, and retirement benefits paid from, the System shall be limited to such extent as may be necessary to conform to the requirements of Code Section 415 for a qualified retirement plan. Before January 1, 1995, a Plan Member may not receive an annual benefit that exceeds the limits specified in Code Section 415(b), subject to the applicable adjustments in that section. On and after January 1, 1995, a Plan Member may not receive an annual benefit that exceeds the dollar amount specified in Code Section 415(b)(1)(A) ($160,000), subject to the applicable adjustments in Code Section 415(b) and subject to any additional limits that may be specified in this System. For purposes of this Section, "limitation year" shall be the calendar year.

For purposes of Code Section 415(b), the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Code Section 415(n) and to rollover contributions (as defined in Code Section

415(b)(2)(A)). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

2. **Adjustments to Basic Limitation for Form of Benefit.**

If the benefit under the plan is other than the annual benefit described in subsection 1., then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of the benefit without regard to any automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the Code Section 415(b) limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit as follows:

A. For a benefit paid in a form to which Section 417(e)(3) of the Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

(1) The annual amount of the straight life annuity (if any) payable to the Member under the Plan commencing at the same annuity starting date as the form of benefit to the Member, or

(2) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the Member, computed using a five percent (5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation Section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Rulings 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code); or

B. For a benefit paid in a form to which Section 417(e)(3) of the Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

(1) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a five and one half percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Code); or

(3) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation Section 1.417(e)-1(d)(3) (the 30-year Treasury rate (prior to January 1, 2007, using the rate in effect for the month prior to retirement, and on and after January 1, 2007, using the rate in effect for the first day of the Plan Year with a one-year stabilization period)) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Section 417(e)(3)(B) of the Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Section 417(e)(3)(B) of the Code), divided by 1.05.

C. The actuary may adjust the 415(b) limit at the annuity starting date in accordance with subsections A. and B above.

3. **Benefits Not Taken into Account**.

For purposes of this Section, the following benefits shall not be taken into account in applying these limits:

A. Any ancillary benefit which is not directly related to retirement income benefits;

B. Any other benefit not required under §415(b)(2) of the Code and Regulations thereunder to be taken into account for purposes of the limitation of Code Section 415(b)(1); and

C. That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity.

4. **COLA Effect**.

Effective on and after January 1, 2003, for purposes of applying the limits under Code Section 415(b) (the "Limit"), the following will apply:

A. A Member's applicable limit will be applied to the Member's annual benefit in the Member's first limitation year of benefit payments without regard to any automatic cost of living adjustments;

B. thereafter, in any subsequent limitation year, a Member's annual benefit, including any automatic cost of living increases, shall be tested under the then applicable benefit limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

C. in no event shall a Member's benefit payable under the System in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder.

Unless otherwise specified in the System, for purposes of applying the limits under Code Section 415(b), a Member's applicable limit will be applied taking into consideration cost of living increases as required by Section 415(b) of the Code and applicable Treasury Regulations.

5. **Other Adjustments in Limitations**.

A. In the event the Member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this Section shall be reduced in accordance with regulations issued by the Secretary of the Treasury pursuant to the provisions of Code Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar ($160,000) annual benefit beginning at age sixty-two (62).

B. In the event the Member's benefit is based on at least fifteen (15) years of Credited Service as a full-time employee of the police or fire department of the City, the adjustments provided for in A. above shall not apply.

C. The reductions provided for in A. above shall not be applicable to disability benefits pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7.

D. In the event the Member's retirement benefit becomes payable after age sixty-five (65), for purposes of determining whether this benefit meets the limit set forth in subsection 1 herein, such benefit shall be adjusted so that it is actuarially equivalent to the benefit beginning at age sixty-five (65). This adjustment shall be made in accordance with regulations promulgated by the Secretary of the Treasury or his delegate.

6. **Less than Ten (10) Years of Participation or Service**.

The maximum retirement benefits payable under this Section to any Member who has completed less than ten (10) years of participation shall be the amount determined under subsection 1 of this Section multiplied by a fraction, the numerator of which is the number of the Member's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to Section 8, or pre-retirement death benefits paid pursuant to Section 7. (Ord. No. 81-17).

7. **Participation in Other Defined Benefit Plans**.

The limit of this Section with respect to any Member who at any time has been a member in any other defined benefit plan as defined in Code Section 414(j) maintained by the City shall apply as if the total benefits payable under all City defined benefit plans in which the Member has been a member were payable from one plan.

8. **Ten Thousand Dollar ($10,000) Limit; Less Than Ten Years of Service.**

Notwithstanding anything in this Section 15, the retirement benefit payable with respect to a Member shall be deemed not to exceed the limit set forth in this subsection 8. of Section 15 if the benefits payable, with respect to such Member under this System and under all other qualified defined benefit pension plans to which the City contributes, do not exceed ten thousand dollars ($10,000) for the applicable limitation year and for any prior limitation year and the City has not any time maintained a qualified defined contribution plan in which the Member participated; provided, however, that if the Member has completed less than ten (10) years of Credited Service with the City, the limit under this subsection 8. of Section 15 shall be a reduced limit equal to ten thousand dollars ($10,000) multiplied by a fraction, the numerator of which is the number of the Member's years of Credited Service and the denominator of which is ten (10).

9. **Reduction of Benefits**.

Reduction of benefits and/or contributions to all plans, where required, shall be accomplished by first reducing the Member's benefit under any defined benefit plans in which Member participated, such reduction to be made first with respect to the plan in

which Member most recently accrued benefits and thereafter in such priority as shall be determined by the Board and the plan administrator of such other plans, and next, by reducing or allocating excess forfeitures for defined contribution plans in which the Member participated, such reduction to be made first with respect to the plan in which Member most recently accrued benefits and thereafter in such priority as shall be established by the Board and the plan administrator for such other plans provided, however, that necessary reductions may be made in a different manner and priority pursuant to the agreement of the Board and the plan administrator of all other plans covering such Member.

10. **Service Credit Purchase Limits**.

A. Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Member makes one or more contributions to purchase permissive service credit under the System, as allowed in Section 25 and 27, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such contributions as annual additions for purposes of Code Section 415(c).

For purposes of applying subparagraph (1), the System will not fail to meet the reduced limit under Code Section 415(b)(2)(c) solely by reason of this subparagraph, and for purposes of applying subparagraph (2) the System will not fail to meet the percentage limitation under Section 415(c)(1)(B) of the Code solely by reason of this subparagraph.

B. For purposes of this subsection the term "permissive service credit" means service credit—

(1) recognized by the System for purposes of calculating a Member's benefit under the plan,

(2) which such Member has not received under the plan, and

(3) which such Member may receive only by making a voluntary additional contribution, in an amount determined under the System, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may, if otherwise

provided by the System, include service credit for periods for which there is no performance of service, and, notwithstanding clause B.(2), may include service credited in order to provide an increased benefit for service credit which a Member is receiving under the System.

11. **Contribution Limits.**

A. For purposes of applying the Code Section 415(c) limits which are incorporated by reference and for purposes of this subsection 11., only and for no other purpose, the definition of compensation where applicable will be compensation actually paid or made available during a limitation year, except as noted below and as permitted by Treasury Regulations Section 1.415(c)-2, or successor regulations. Unless another definition of compensation that is permitted by Treasury Regulations Section 1.415(c)-2, or successor regulation, is specified by the System, compensation will be defined as wages within the meaning of Code Section 3401(a) and all other payments of compensation to an employee by an employer for which the employer is required to furnish the employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052 and will be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2).

(1) However, for limitation years beginning after December 31, 1997, compensation will also include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b). For limitation years beginning after December 31, 2000, compensation will also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

(2) For limitation years beginning on and after January 1, 2007, compensation for the limitation year will also include compensation paid by the later of 2½ months after an employee's severance from employment or the end of the limitation year that includes the date of the employee's severance from employment if:

(a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; or

(b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued.

(3) Back pay, within the meaning of Treasury Regulations Section 1.415(c)-2(g)(8), shall be treated as compensation for the limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

B. Notwithstanding any other provision of law to the contrary, the Board may modify a request by a Member to make a contribution to the System if the amount of the contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Board may establish a periodic payment deduction plan for the Member to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to subparagraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Board may either reduce the Member's contribution to an amount within the limits of that section or refuse the Member's contribution.

C. If the annual additions for any Member for a limitation year exceed the limitation under Section 415(c) of the Code, the excess annual addition will be corrected as permitted under the Employee Plans Compliance Resolution System (or similar IRS correction program).

D. For limitation years beginning on or after January 1, 2009, a Member's compensation for purposes of this subsection 11. shall not exceed the annual limit under Section 401(a)(17) of the Code.

12. **Additional Limitation on Pension Benefits**.

Notwithstanding anything herein to the contrary:

A. The normal retirement benefit or pension payable to a Retiree who becomes a Member of the System and who has not previously participated in such System, on or after January 1, 1980, shall not exceed one hundred percent (100%) of his Average Final Compensation. However, nothing contained in this Section shall apply to supplemental retirement benefits or to pension increases attributable to cost-of-living increases or adjustments.

B. No Member of the System shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the Member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter 1223, Title 10, U.S. Code.

13. **Effect of Direct Rollover on 415(b) Limit**.

If the Plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b). (Ord. No. 81-17).

SECTION 16. MINIMUM DISTRIBUTION OF BENEFITS.

1. **General Rules**.

A. *Effective Date*. Effective as of January 1, 1989, the Plan will pay all benefits in accordance with a good faith interpretation of the requirements of Code Section 401(a)(9) and the regulations in effect under that section, as applicable to a governmental plan within the meaning of Code Section 414(d). Effective on and after January 1, 2003, the Plan is also subject to the specific provisions contained in this Section. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

B. *Precedence*. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

C. *TEFRA Section 242(b)(2) Elections*. Notwithstanding the other provisions of this Section other than this subsection 1.C., distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that related to Section 242(b)(2) of TEFRA.

2. **Time and Manner of Distribution**.

A. *Required Beginning Date*. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date, which effective January 1, 2023, is defined as the later of (1) and (2) below:

(1) With respect to a Member who reached age 70 ½ prior to January 1, 2020, April 1 of the calendar year that next follows the calendar year in which the Member attained the age seventy and one-half (70 ½); or

with respect to a Member who attained age 70 ½ on or after January 1, 2020, and age 72 prior to January 1, 2023, April 1 of the calendar year that next follows the calendar year in which the Member attained the age of 72 years; or

with respect to a Member who attains age 72 on or after January 1, 2023 in accordance with the SECURE 2.0 Act and any technical corrections thereto; or

(2) April 1 of the calendar year that next follows the calendar year in which the Member retires. (Ord. No. 97-20).

B. *Death of Member Before Distributions Begin.* If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed no later than as follows:

(1) If the Member's surviving Spouse is the Member's sole designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained his or her required beginning date as defined in Section 16.2.A., if later, as the surviving Spouse elects.

(2) If the Member's surviving Spouse is not the Member's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(4) If the Member's surviving Spouse is the Member's sole designated Beneficiary and the surviving Spouse dies after the Member but before distributions to the surviving Spouse begin, this subsection 2.B., other than subsection 2.B.(1), will apply as if the surviving Spouse were the Member.

For purposes of this subsection 2.B. and, distributions are considered to begin on the Member's required beginning date or, if subsection 2.B.(4)

applies, the date of distributions are required to begin to the surviving Spouse under subsection 2.B.(1). If annuity payments irrevocably commence to the Member before the Member's required beginning date (or to the Member's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection 2.B.(1)), the date distributions are considered to begin is the date distributions actually commence.

C. *Death After Distributions Begin.* If the Member dies after the required distribution of benefits has begun, the remaining portion of the Member's interest must be distributed at least as rapidly as under the method of distribution before the Member's death.

D. *Form of Distribution.* Unless the Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with this Section. If the Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and Treasury regulations. Any part of the Member's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and Treasury regulations that apply to individual accounts.

3. **Determination of Amount to be Distributed Each Year.**

A. *General Requirements.* If the Member's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) The annuity distributions will be paid in periodic payments made at intervals not longer than one year.

(2) The Member's entire interest must be distributed pursuant to Section 6, Section 7, Section 9, or Section 10 (as applicable) and in any event over a period equal to or less than the Member's life or the lives of the Member and a designated Beneficiary, or over a period not extending beyond the life expectancy of the Member or of the Member and a designated Beneficiary. The life expectancy of the Member, the Member's spouse, or the Member's Beneficiary may not be recalculated after the initial determination for purposes of determining benefits.

B. *Amount Required to be Distributed by Required Beginning Date.* The amount that must be distributed on or before the Member's required beginning date (or, if the Member dies before distributions begin, the date

distributions are required to begin under Section 7) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., monthly. All of the Member's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Member's required beginning date.

C. *Additional Accruals After First Distribution Calendar Year.* Any additional benefits accruing to the Member in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

4. **General Distribution Rules**.

A. The amount of an annuity paid to a Member's Beneficiary may not exceed the maximum determined under the incidental death benefit requirement of Code Section 401(a)(9)(G), and effective for any annuity commencing on or after January 1, 2008, the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.

B. The death and disability benefits provided by the Plan are limited by the incidental benefit rule set forth in Code Section 401(a)(9)(G) and Treasury Regulation Section 1.401-1(b)(1)(I) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the Members' benefits received from the Retirement System.

5. **Definitions**.

A. *Designated Beneficiary.* The individual who is designated as the Beneficiary under the Plan and is the designated Beneficiary under Section 40l(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

B. *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's required beginning date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 7.

SECTION 17. MISCELLANEOUS PROVISIONS.

1. **Interest of Members in System.**

All assets of the Fund are held in trust, and at no time prior to the satisfaction of all liabilities under the System with respect to Retirees and Members and their Spouses or Beneficiaries, shall any part of the corpus or income of the Fund be used for or diverted to any purpose other than for their exclusive benefit.

2. **No Reduction of Accrued Benefits**.

No amendment or ordinance shall be adopted by the City Commission of the City of New Smyrna Beach which shall have the effect of reducing the then vested accrued benefits of Members or a Member's Beneficiaries.

3. **Qualification of System**.

It is intended that the System will constitute a qualified public pension plan under the applicable provisions of the Code for a qualified plan under Code Section 401(a) and a governmental plan under Code Section 414(d), as now in effect or hereafter amended. Any modification or amendment of the System may be made retroactively, if necessary or appropriate, to qualify or maintain the System as a Plan meeting the requirements of the applicable provisions of the Code as now in effect or hereafter amended, or any other applicable provisions of the U.S. federal tax laws, as now in effect or hereafter amended or adopted, and the regulations issued thereunder.

4. **Use of Forfeitures**.

Forfeitures arising from terminations of service of Members shall serve only to reduce future City contributions.

5. **Prohibited Transactions**.

Effective as of January 1, 1989, a Board may not engage in a transaction prohibited by Code Section 503(b).

6. **USERRA**.

Effective December 12, 1994, notwithstanding any other provision of this System, contributions, benefits and service credit with respect to qualified military service are governed by Code Section 414(u) and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. To the extent that the definition of "Credited Service" sets forth contribution requirements that are more favorable to the Member than the minimum compliance requirements, the more favorable provisions shall apply.

7. **Vesting.**

A. Member will be 100% vested in all benefits upon attainment of the Plan's age and service requirements for the Plan's normal retirement benefit; and

B. A Member will be 100% vested in all accrued benefits, to the extent funded, if the Plan is terminated or experiences a complete discontinuance of employer contributions.

8. **Electronic Forms**.

In those circumstances where a written election or consent is not required by the Plan or the Code, an oral, electronic, or telephonic form in lieu of or in addition to a written form may be prescribed by the Board. However, where applicable, the Board shall comply with Treas. Reg. § 1.401(a)-21.

9. **Compliance with Chapter 175, Florida Statutes**.

It is intended that the System will continue to qualify for funding under Section 175.101, Florida Statutes. Accordingly, unless otherwise required by law, any provision of the System which violates the requirements of Chapter 175, Florida Statutes, as amended from time to time, shall be superseded by and administered in accordance with the requirements of such chapter.

SECTION 18. REPEAL OR TERMINATION OF SYSTEM.

1. This ordinance establishing the System and Fund, and subsequent ordinances pertaining to said System and Fund, may be modified, terminated, or amended, in whole or in part; provided that if this or any subsequent ordinance shall be amended or repealed in its application to any person benefiting hereunder, the amount of benefits which at the time of any such alteration, amendment, or repeal shall have accrued to the Member or Beneficiary shall not be affected thereby.

2. If this ordinance shall be repealed, or if contributions to the System are discontinued or if there is a transfer, merger or consolidation of government units, services or functions as provided in Chapter 121, Florida Statutes, the Board shall continue to administer the System in accordance with the provisions of this ordinance, for the sole benefit of the then Members, any Beneficiaries then receiving retirement allowances, and any future persons entitled to receive benefits under one of the options provided for in this ordinance who are designated by any of said Members. In the event of repeal, discontinuance of contributions, or transfer merger or consolidation of government units, services or functions, there shall be full vesting (100%) of benefits accrued to date of repeal and such benefits shall be nonforfeitable.

3. The Fund shall be distributed in accordance with the following procedures:

A. The Board shall determine the date of distribution and the asset value required to fund all the nonforfeitable benefits after taking into account the

expenses of such distribution. The Board shall inform the City if additional assets are required, in which event the City shall continue to financially support the Plan until all nonforfeitable benefits have been funded.

B. The Board shall determine the method of distribution of the asset value, whether distribution shall be by payment in cash, by the maintenance of another or substituted trust fund, by the purchase of insured annuities, or otherwise, for each Firefighter entitled to benefits under the plan as specified in subsection C.

C. The Board shall distribute the asset value as of the date of termination in the manner set forth in this subsection, on the basis that the amount required to provide any given retirement income is the actuarially computed single-sum value of such retirement income, except that if the method of distribution determined under subsection B. involves the purchase of an insured annuity, the amount required to provide the given retirement income is the single premium payable for such annuity. The actuarial single-sum value may not be less than the Firefighter's Accumulated Contributions to the Plan, with interest if provided by the Plan, less the value of any plan benefits previously paid to the Firefighter.

D. If there is asset value remaining after the full distribution specified in subsection C., and after the payment of any expenses incurred with such distribution, such excess shall be returned to the City, less return to the State of the State's contributions, provided that, if the excess is less than the total contributions made by the City and the State to date of termination of the Plan, such excess shall be divided proportionately to the total contributions made by the City and the State.

E. The Board shall distribute, in accordance with subsection B., the amounts determined under subsection C.

If, after twenty-four (24) months after the date the Plan terminated or the date the Board received written notice that the contributions thereunder were being permanently discontinued, the City or the Board of the Fund affected has not complied with all the provisions in this Section, the Florida Department of Management Services will effect the termination of the Fund in accordance with this Section.

SECTION 19. DOMESTIC RELATIONS ORDERS; RETIREE DIRECTED PAYMENTS; EXEMPTION FROM EXECUTION, NON-ASSIGNABILITY.

1. **Domestic relations orders.**

A. Prior to the entry of any domestic relations order which affects or purports to affect the system's responsibility in connection with the payment of benefits of a Retiree, the Member or Retiree shall submit the proposed

order to the Board for review to determine whether the System may legally honor the order.

B. If a domestic relations order is not submitted to the Board for review prior to entry of the order, and the System is ordered to take action that it may not legally take, and the System expends administrative or legal fees in resolving the matter, the Member or Retiree who submits such an order will be required to reimburse the System for its expenses in connection with the order.

2. **Retiree directed payments**.

The Board may, upon written request by a Retiree or by a dependent, when authorized by a Retiree or the Retiree's Beneficiary, authorize the System to withhold from the monthly retirement payment those funds that are necessary to pay for the benefits being received through the City, to pay the certified bargaining agent of the City, to make payment to insurance companies for insurance premiums as permitted by Chapter 175, Florida Statutes, and to make any payments for child support or alimony.

3. **Exemption from execution, non-assignability**.

Except as otherwise provided by law, the pensions, annuities, or any other benefits accrued or accruing to any person under the provisions of this ordinance and the Accumulated Contributions and the cash securities in the Fund created under this ordinance are hereby exempted from any state, county or municipal tax and shall not be subject to execution, attachment, garnishment or any legal process whatsoever and shall be unassignable.

SECTION 20. PENSION VALIDITY.

The Board shall have the power to examine into the facts upon which any pension shall heretofore have been granted under any prior or existing law, or shall hereafter be granted or obtained erroneously, fraudulently or illegally for any reason. The Board is empowered to purge the pension rolls or correct the pension amount of any person heretofore granted a pension under prior or existing law or any person hereafter granted a pension under this ordinance if the same is found to be erroneous, fraudulent or illegal for any reason; and to reclassify any person who has heretofore under any prior or existing law been or who shall hereafter under this ordinance be erroneously, improperly or illegally classified. Any overpayments or underpayments shall be corrected and paid or repaid in a reasonable manner determined by the Board.

SECTION 21. FORFEITURE OF PENSION.

1. Any Member who is convicted of the following offenses committed prior to Retirement, or whose employment is terminated by reason of his admitted commission, aid or abetment of the following specified offenses, shall forfeit all rights and benefits

under this System, except for the return of his Accumulated Contributions as of the date of termination. Specified offenses are as follows:

A. The committing, aiding or abetting of an embezzlement of public funds;

B. The committing, aiding or abetting of any theft by a public officer or employee from employer;

C. Bribery in connection with the employment of a public officer or employee;

D. Any felony specified in Chapter 838, Florida Statutes;

E. The committing of an impeachable offense;

F. The committing of any felony by a public officer or employee who willfully and with intent to defraud the public or the public agency, for which he acts or in which he is employed, of the right to receive the faithful performance of his duty as a public officer or employee, realizes or obtains or attempts to obtain a profit, gain, or advantage for himself or for some other person through the use or attempted use of the power, rights, privileges, duties or position of his public office or employment position; or

G. The committing on or after October 1, 2008, of any felony defined in Section 800.04, Florida Statutes, against a victim younger than sixteen (16) years of age, or any felony defined in Chapter 794, Florida Statutes, against a victim younger than eighteen (18) years of age, by a public officer or employee through the use or attempted use of power, rights, privileges, duties, or position of his or her public office or employment position.

2. Conviction shall be defined as an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or a nolo contendere; a jury verdict of guilty when adjudication of guilt is withheld and the accused is placed on probation; or a conviction by the Senate of an impeachable offense.

3. Court shall be defined as any state or federal court of competent jurisdiction which is exercising its jurisdiction to consider a proceeding involving the alleged commission of a specified offense. Prior to forfeiture, the Board shall hold a hearing on which notice shall be given to the Member whose benefits are being considered for forfeiture. Said Member shall be afforded the right to have an attorney present. No formal rules of evidence shall apply, but the Member shall be afforded a full opportunity to present his case against forfeiture.

4. Any Member who has received benefits from the System in excess of his Accumulated Contributions after Member's rights were forfeited shall be required to pay back to the Fund the amount of the benefits received in excess of his Accumulated Contributions. The Board may implement all legal action necessary to recover such funds.

SECTION 22. CONVICTION AND FORFEITURE; FALSE, MISLEADING OR FRAUDULENT STATEMENTS.

1. It is unlawful for a person to willfully and knowingly make, or cause to be made, or to assist, conspire with, or urge another to make, or cause to be made, any false, fraudulent, or misleading oral or written statement or withhold or conceal material information to obtain any benefit from the System.

2. A person who violates subsection 1 commits a misdemeanor of the first degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. In addition to any applicable criminal penalty, upon conviction for a violation described in subsection 1, a Member or Beneficiary of the System may, in the discretion of the Board, be required to forfeit the right to receive any or all benefits to which the person would otherwise be entitled under the System. For purposes of this subsection, "conviction" means a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

SECTION 23. DIRECT TRANSFERS OF ELIGIBLE ROLLOVER DISTRIBUTIONS; ELIMINATION OF MANDATORY DISTRIBUTIONS.

1. **Rollover Distributions.**

A. *General.*

This Section applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. *Definitions.*

(1) Eligible Rollover Distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one (1) of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any

distribution that is not includible in gross income. Effective January 1, 2002, any portion of any distribution which would be includible in gross income as after-tax employee contributions will be an eligible rollover distribution if the distribution is made to an individual retirement account described in Section 408(a); to an individual retirement annuity described in Section 408(b); to a qualified defined contribution plan described in Section 401(a) or 403(a) that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible.

(2) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code; an individual retirement annuity described in Section 408(b) of the Code; an annuity plan described in Section 403(a) of the Code; effective January 1, 2002, an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible employer described in Section 457(e)(1)(A) of the Code and which agrees to separately account for amounts transferred into such plan from this plan; effective January 1, 2002, an annuity contract described in Section 403(b) of the Code; a qualified trust described in Section 401(a) of the Code; or effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. This definition shall also apply in the case of an eligible rollover distribution to the surviving Spouse.

(3) Distributee: A distributee includes an employee or former employee. It also includes the employee's or former employee's surviving Spouse and the employee's or former employee's spouse or former spouse. Effective January 1, 2007, it further includes a nonspouse Beneficiary who is a designated Beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse Beneficiary may rollover the distribution only to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

(4) Direct Rollover: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

2. **Rollovers or Transfers into the Fund**.

On or after January 1, 2002, the System will accept, solely for the purpose of purchasing Credited Service as provided herein, permissible Member requested transfers of funds from other retirement or pension plans, Member rollover cash contributions and/or direct cash rollovers of distributions made on or after January 1, 2002, as follows:

A. *Transfers and Direct Rollovers or Member Rollover Contributions from Other Plans*. The System will accept either a direct rollover of an eligible rollover distribution or a Member contribution of an eligible rollover distribution from a qualified plan described in section 401(a) or 403(a) of the Code, from an annuity contract described in section 403(b) of the Code or from an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The System will also accept legally permissible Member requested transfers of funds from other retirement or pension plans.

B. *Member Rollover Contributions from IRAs*. The System will accept a Member rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over.

3. **Elimination of Mandatory Distributions**.

Notwithstanding any other provision herein to the contrary, in the event this Plan provides for a mandatory (involuntary) cash distribution from the Plan not otherwise required by law, for an amount in excess of one-thousand dollars ($1,000.00), such distribution shall be made from the Plan only upon written request of the Member and completion by the Member of a written election on forms designated by the Board, to either receive a cash lump sum or to rollover the lump sum amount.

SECTION 24. FAMILY AND MEDICAL LEAVE ACT.

The fractional parts of the twelve (12) month period ending each March 1 that a Member is on leave without pay from the City pursuant to the Family and Medical Leave Act (FMLA) shall be added to his Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a Member of the System for the fractional parts of the twelve (12) months ending each March 1 for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional

services rendered to the Board in connection with the purchase of periods of Credited Service.

2. The request for Credited Service for FMLA leave time for the twelve (12) month period prior to each March 1 and payment of professional fees shall be made on or before March 31.

3. Payment by the Member of the required amount shall be made on or before April 30 for the preceding twelve (12) month period ending March 1 and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be issued.

4. Credited Service purchased pursuant to this Section shall not count toward vesting.

SECTION 25. MILITARY SERVICE PRIOR TO EMPLOYMENT.

The years or fractional parts of years that a Firefighter serves or has served on active duty in the active military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the City Fire Department shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made in full not later than the Member's retirement date. Should the Member terminate service without having completed full payment for such prior service, all contributed amounts for such prior service period purchase shall be returned to the Member, without interest, and no Credited Service shall be afforded.

4. The maximum total years of Credited Service that may be purchased under this Section and Section 27 (prior fire service) shall be five (5) years.

5. Credited Service purchased pursuant to this Section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits.

6. No additional service credit will be allowed if the Member has received, is receiving, or is entitled to receive any other retirement benefit, for such other prior

service period; provided, a Member may make a direct transfer of eligible rollover distributions of all or nay portion of the balance in another eligible retirement plan that is attributable to such other prior service to purchase additional service under this paragraph.

7. Payment for the purchase of past service, as provided for in this Section, shall be approved by the Board and made in one, or a combination of, the following manners:

(a) Cash lump sum payment;

(b) Installment payment plan that shall not exceed five (5) years with interest calculated at the Fund's actuarial rate of return assumption at the time of Board approval;

(c) Direct transfer or rollover of an eligible rollover distribution from a qualified or eligible plan pursuant to the Internal Revenue Code. (Ord. No. 25-21).

SECTION 26. DEFERRED RETIREMENT OPTION PLAN.

1. **Definitions.**

As used in this Section 26, the following definitions apply:

A. "DROP" -- The City of New Smyrna Beach Firefighters' Deferred Retirement Option Plan.

B. "DROP Account" -- The account established for each DROP participant under subsection 3.

C. "Total Return of the Assets: -- For purposes of calculating earnings on a Member's DROP Account pursuant to subsection 3.B. (2)(b)., for each fiscal year quarter, the percentage increase (or decrease) in the interest and dividends earned on investments, including realized and unrealized gains (or losses), of the total Plan assets. (Ord. No. 81-17).

2. **Participation.**

A. *Eligibility to Participate.*

In lieu of terminating his employment as a Firefighter, effective October 1, 2019, any Member who is eligible for normal retirement under the System may elect to defer receipt of such service retirement pension and to participate in the DROP. (Ord. No. 06-20).

B. *Election to Participate.*

A Member's election to participate in the DROP must be made in writing in a time and manner determined by the Board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the Board.

C. *Period of Participation.*

A Member who elects to participate in the DROP under subsection 2.B., shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the City not later than the date provided for in the previous sentence. A Member may participate only once.

D. *Termination of Participation.*

(1) A Member's participation in the DROP shall cease by:

(a) continuation of his employment as a Firefighter at the end of his period of participation in the DROP as determined under subsection 2.C.; or

(b) termination of his employment as a Firefighter.

(2) Upon the Member's termination of participation in the DROP, pursuant to subsection (a) above, all amounts provided for in subsection 3.B., including monthly benefits and investment earnings and losses or interest, shall cease to be transferred from the System to his DROP Account. Any amounts remaining in his DROP Account shall be paid to him in accordance with the provisions of subsection 4. when he terminates his employment as a Firefighter.

(3) A Member who participates in the DROP under this subsection 2.D. shall not be permitted to again become a participant in the DROP.

E. *Effect of DROP Participation on the System.*

(1) A Member's Credited Service and his accrued benefit under the System shall be determined on the date his election to participate in the DROP first becomes effective. The Member shall not accrue any additional Credited Service or any additional benefits under the System (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment in the System) while he is a participant in the DROP. After a Member commences participation, he shall not be

permitted to again contribute to the System nor shall he be eligible for disability or pre-retirement death benefits. (Ord. No. 81-17).

(2) No amounts shall be paid to a Member from the System while the Member is a participant in the DROP. Unless otherwise specified in the System, if a Member's participation in the DROP is terminated other than by terminating his employment as a Firefighter, no amounts shall be paid to him from the System until he terminates his employment as a Firefighter. Unless otherwise specified in the System, amounts transferred from the System to the Member's DROP Account shall be paid directly to the Member only on the termination of his employment as a Firefighter.

3. **Funding**.

A. *Establishment of DROP Account.*

A DROP Account shall be established for each Member participating in the DROP. A Member's DROP Account shall consist of amounts transferred to the DROP under subsection 3.B., and earnings or interest on those amounts.

B. *Transfers From Retirement System.*

(1) As of the first day of each month of a Member's period of participation in the DROP, the monthly retirement benefit he would have received under the System had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP Account, except as otherwise provided for in subsection 2.D.(2). A Member's period of participation in the DROP shall be determined in accordance with the provisions of subsections 2.C. and 2.D., but in no event shall it continue past the date he terminates his employment as a Firefighter.

(2) Except as otherwise provided in subsection 2.D.(2), a Member's DROP Account under this subsection 3.B. shall be debited or credited with either:

(a) Interest at an effective rate of six and one-half percent (6-1/2%) per annum compounded monthly determined on the_last business day of the prior month's ending balance and credited to the Member's DROP Account as of such date (to be applicable to all current and future DROP participants) for Members who entered the DROP prior to October 1, 2012; or

(b) Earnings, to be credited or debited to the Member's DROP Account, determined as of the las business day of each fiscal year quarter and debited or credited as of such date, determined as follows:

For Members who entered the DROP prior to October 1, 2012 the average daily balance in a Member's DROP Account shall be credited or debited at a rate equal to the net investment return realized by the System for that quarter. "Net investment return" for the purpose of this paragraph is the total return of the assets in which the Member's DROP Account is invested by the Board net of brokerage commissions, transaction costs and management fees. For Members who enter the DROP on and after October 1, 2012 the credit shall be a maximum of six and one-half percent (6-1/2%) per annum and a minimum of zero percent (0%).

For purposes of calculating earnings on a Member's DROP Account pursuant to this subsection 3.B.(2)(b)., brokerage commissions, transaction costs, and management fees shall be determined for each quarter by the investment consultant pursuant to contracts with Fund managers as reported in the custodial statement. The investment consultant shall report these quarterly contractual fees to the Board. The investment consultant shall also report the net investment return for each manager and the net investment return for the total Plan assets.

Upon electing participation in the DROP, the Member shall elect to receive either interest or earnings on his account to be determined as provided above. The Member may, in writing, elect to change his election only once during his DROP participation. An election to change must be made prior to the end of a quarter and shall be effective beginning the following quarter.

(3) A Member's DROP Account shall only be credited or debited with earnings or interest and monthly benefits while the Member is a participant in the DROP. A Member's final DROP account value for distribution to the Member upon termination of participation in the DROP shall be the value of the account at the end of the quarter immediately preceding termination of participation for participants electing the net plan return and at the end of the month immediately preceding termination of participation for participants electing the flat interest rate return plus any monthly periodic additions made to the DROP account subsequent to the end of the previous quarter or month, as applicable, and prior to distribution. If a Member is

employed by the City Fire Department after participating in the DROP for the permissible period of DROP participation, then beginning with the Member's 1st month of employment following the last month of the permissible period of DROP participation, the Member's DROP Account will no longer be credited or debited with earnings or interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the Member is employed by the Fire Department. A Member employed by the Fire Department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits, nor will he accrue additional Credited Service. (Ord. No. 81-17).

4. **Distribution of DROP Accounts on Termination of Employment**.

A. *Eligibility for Benefits*.

A Member shall receive the balance in his DROP Account in accordance with the provisions of this subsection 4. upon his termination of employment as a Firefighter. Except as provided in subsection 4.E., no amounts shall be paid to a Member from the DROP prior to his termination of employment as a Firefighter.

B. *Form of Distribution*.

(1) Unless the Member elects otherwise, distribution of his DROP Account shall be made in a cash lump sum, subject to the direct rollover provisions set forth in subsection 4.F

(2) Notwithstanding the preceding, if a Member dies before his benefit is paid, his DROP Account shall be paid to his Beneficiary in such optional form as his Beneficiary may select. If no Beneficiary designation is made, the DROP Account shall be distributed to the Member's estate.

C. *Date of Payment of Distribution*.

Except as otherwise provided in this subsection 4., distribution of a Member's DROP Account shall be made as soon as administratively practicable following the Member's termination of employment. Distribution of the amount in a Member's DROP account will not be made unless the Member completes a written request for distribution and a written election, on forms designated by the Board, to either receive a cash lump sum or a rollover of the lump sum amount.

D. *Proof of Death and Right of Beneficiary or Other Person*.

The Board may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of a deceased Member's DROP Account as the Board may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

E. *Distribution Limitation.*

Notwithstanding any other provision of subsection 4., all distributions from the DROP shall conform to the "Minimum Distribution of Benefits" provisions as provided for herein.

F. *Direct Rollover of Certain Distributions.*

This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the System in Section 23.

5. **Administration of DROP.**

A. *Board Administers the DROP.*

The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the Board. The members of the Board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as Trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A Trustee shall not vote on any question relating exclusively to himself.

B. *Individual Accounts, Records and Reports.*

The Board shall maintain, or cause to be maintained, records showing the operation and condition of the DROP, including records showing the individual balances in each Member's DROP Account, and the Board shall keep, or cause to be kept, in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The

Board shall prepare or cause to be prepared and distributed to Members participating in the DROP and other individuals or filed with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code, the applicable portions of the Act and any other applicable laws.

C. *Establishment of Rules.*

Subject to the limitations of the DROP, the Board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The Board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the Board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law. The Board shall also oversee the investment of the DROP'S assets.

D. *Limitation of Liability.*

(1) The Trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

(2) Neither the Board nor any Trustee of the Board shall be responsible for any reports furnished by any expert retained or employed by the Board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The Board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

6. **General Provisions.**

A. The DROP is not a separate retirement plan. Instead, it is a program under which a Member who is eligible for normal retirement under the System may elect to accrue future retirement benefits in the manner provided in this section 26 for the remainder of his employment, rather than in the normal manner provided under the Plan. Upon termination of employment, a Member is entitled to a lump sum distribution of his or her DROP Account balance or may elect a rollover. The DROP Account distribution is in addition to the Member's monthly benefit.

B. *Notional Account.*

The DROP Account established for such a Member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the System. There is no change in the System's assets, and there is no distribution available to the Member until the Member's termination from the DROP. The Member has no control over the investment of the DROP Account.

C. *No Employer Discretion.*

The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

D. *IRC Limit.*

The DROP Account distribution, along with other benefits payable from the System, is subject to limitation under the Internal Revenue Code Section 415(b).

E. *Amendment of DROP.*

The DROP may be amended by an ordinance of the City at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP Account of any Member.

F. *Facility of Payment.*

If the Board shall find that a Member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the Board may direct that any benefit due him, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his Spouse, a child, a parent or other blood relative, or to a person with whom he resides. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

G. *Information.*

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the DROP, shall

file with the Board the information that it shall require to establish his rights and benefits under the DROP.

H. *Prevention of Escheat.*

If the Board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the Board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Board or the City. If such person has not made written claim therefor within three (3) months of the date of the mailing, the Board may, if it so elects and upon receiving advice from counsel to the DROP, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the DROP. Upon such cancellation, the DROP shall have no further liability therefor except that, in the event such person or his Beneficiary later notifies the Board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

I. *Written Elections, Notification.*

(1) Any elections, notifications or designations made by a Member pursuant to the provisions of the DROP shall be made in writing and filed with the Board in a time and manner determined by the Board under rules uniformly applicable to all employees similarly situated. The Board reserves the right to change from the time and manner for making notifications, elections or designations by Members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

(3) Each Member or Retiree who has a DROP Account shall be responsible for furnishing the Board with his current address and any subsequent changes in his address. Any notice required to be given to a Member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the Board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the Member or Retiree notifies the Board of his address.

J. *Benefits Not Guaranteed.*

All benefits payable to a Member from the DROP shall be paid only from the assets of the Member's DROP Account and neither the City nor the Board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

K. *Construction.*

(1) The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

(2) The titles and headings of the subsections in this Section 26 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

L. *Forfeiture of Retirement Benefits.*

Nothing in this Section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the System. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

M. *Effect of DROP Participation on Employment.*

Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants. (Ord. No. 81-17).

SECTION 27. PRIOR FIRE SERVICE.

Unless otherwise prohibited by law, and except as provided for in Section 1, the years or fractional parts of years that a Member previously served as a Firefighter with the City of New Smyrna Beach during a period of previous employment and for which period Accumulated Contributions were withdrawn from the Fund, or the years and fractional parts of years that a Member served as a Firefighter for any other municipality, county or special district fire department in the State of Florida, or for federal, other state, or county service if such prior service is recognized by the Division of State Fire Marshal as provided in chapter 633 or the Firefighter provides proof to the Board of Trustees that his or her service is equivalent to the service required to meet the definition of a "firefighter," shall be added to his years of Credited Service provided that:

1. The Member contributes to the Fund the sum that he would have contributed had he been a Member of the System for the years or fractional parts of

years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with the purchase of years of Credited Service.

2. Multiple requests to purchase Credited Service pursuant to this Section may be made at any time prior to Retirement.

3. Payment by the Member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which Credited Service shall be given.

4. The maximum credit for service under this Section for service other than with the City of New Smyrna Beach shall be five (5) years of Credited Service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of New Smyrna Beach and such credit shall count for all purposes, including vesting.

5. In no event, however, may Credited Service be purchased pursuant to this Section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in Section 15, subsection 12.B. (Ord. No. 81-17) (Ord. No. 21-25).

SECTION 28. DEFINED CONTRIBUTION COMPONENT.

(1) Effective October 1, 2019, there is hereby created an additional defined contribution plan component ("Share Plan") to provide special benefits in the form of a supplemental retirement benefit in accordance with this section, as provided in F.S. §175.351. The supplemental retirement benefit shall be funded solely and entirely by F.S. Ch. 175, premium tax monies for each Plan Year in which such premium tax monies are allocated to the supplemental retirement benefit plan in accordance with this section. The supplemental retirement benefit shall be available for each active Firefighter, including DROP participants, employed by the City who retire on or after April 1, 2017.

(2) Eligibility for Supplemental Benefits. An eligible Firefighter as provided herein who retires and begins receiving benefit payments from this Plan shall be entitled to receive monthly supplemental income payments based on the value of his or her respective supplemental benefit share account.

(3) Members' supplemental benefit share accounts shall be credited with premium tax revenues and investment earnings or losses, and distributed as follows:

(a) *Initial crediting.* No later than 180 days after May 26, 2021, the supplemental benefit share account of each active Firefighter and DROP

participant on the City's payroll as of April 1, 2017, and all new hires after such date, shall be credited a proportionate share of the $51,687.32, as provided for herein. Each Member employed as a Firefighter on April 1, 2017 shall receive an initial allocation amount to their supplemental benefit share account pursuant to the schedule set forth in subparagraph (d) below. The total value of each share shall be determined based on the total number of shares divided into the total supplemental benefit share plan balance on September 30, 2019 of $51,687.32.

(b) *Annual crediting.* Effective October 1, 2020, and each October 1, thereafter, all annual premium tax revenues received by the City pursuant to Chapter 175.351(1), Florida Statutes, in accordance with the "default" provisions where no mutual consent exists shall be allocated to the Members' supplemental benefit share accounts. The supplemental benefit share account of each active Firefighter on the City's payroll as of the preceding September 30th shall be credited pursuant to the schedule set forth in subparagraph (d) below.

(c) *Investment earnings and losses.* Effective October 1, 2020, and each October 1 thereafter, the share account of each active Firefighter, DROP Member and eligible vested deferred member shall be credited or debited with earnings or losses based upon the amount in the share account at the close of the immediately preceding fiscal year end at a rate equal to the Pension Trust Fund's actual net rate of investment return for the preceding Plan Year. The net rate of investment return is determined as of the last business day of the fiscal year, which is the valuation date, and Member share accounts shall be debited or credited with earnings or losses as of such date.

(d) *Allocation to Share Accounts.* Chapter 175 premium tax monies allocated to the supplemental benefit share plan in accordance wit subsections (a) and (b) above shall be allocated to Members' respective supplemental benefit share accounts as follows:

0 – 10 years of Credited Service – 0% share allocation.

10 – 12.5 years of Credited Service – 25% share allocation rate.

12.6 – 15 years of Credited Service – 50% of share allocation rate.

15.1 - 17.5 years of Credited Service – 75% of share allocation rate.

17.6 – 25+ years of Credited Service – 100% of share allocation rate.

(e) *Distribution of Share Accounts.* An active Firefighter, or DROP Member, shall be vested and eligible to receive a distribution of their respective

supplemental benefit share account upon termination of employment based on the following benefit schedule:

0 – 10 years of Credited Service – 0% of supplemental benefit payable.

10 – 12.5 years of Credited Service – 25% of supplemental benefit payable.

12.6 – 15 years of Credited Service – 50% of supplemental benefit payable.

15.1 - 17.5 years of Credited Service – 75% of supplemental benefit payable.

17.6 – 25+ years of Credited Service – 100% of supplemental benefit payable.

No benefit shall be payable to an active Firefighter who terminates covered employment with less than 10 years of Credited Service. The supplemental benefit share account balances of such non-vested terminated Firefighters shall be redistributed among all eligible Member's share accounts in the same manner as premium tax revenues in the following calendar year. There shall be no forfeiture of a Member's Share Account based on the Member's death, disability or termination of employment with ten or more years of Credited Service.

(f) *Eligibility for Benefits.* Any Member who terminates employment as a Firefighter with the City with 10 or more years of Credited Service, or the Beneficiary of a vested Firefighter who dies prior to retirement, upon application filed with the Board, shall be entitled to be paid the value of their individual Member share account, subject to the following criteria:

(i) *Retirement Benefit.*

1. A Member shall be entitled to monthly income payments, not to exceed $750, from his or her supplemental benefit share account upon attaining normal retirement and separation from service.

2. Such payment shall be made in addition to the monthly retirement benefits provided for by this Plan and shall continue for the lifetime of the Member. No benefits shall be paid after the death of the Member. The amount of the monthly income payments shall be determined by the Plan actuary based on the balance in each Member's supplemental benefit share account, subject to Board approval.

(ii) *Termination Benefit.*

1. In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his/her share account only if he/she has 10 or more years of Credited Service on the date of termination. The benefit will be paid in the same fashion as subsection (i) for Retirees once monthly benefits have commenced.

(iii) *Disability Benefit.*

1. In the event that an eligible Member receives an in-line of duty disability retirement, such Member shall be entitled to monthly supplemental income payments, not to exceed $750, from his or her respective supplemental benefit share account, provided such Member's account shall be credited with 25 years of Credited Service. All such benefits shall be payable until the sooner of death or until such Member is no longer disabled.

2. In the event that an eligible Member receives a not-in-line of duty disability benefit, he or she shall be entitled to the vested portion of their supplemental benefit share account at the time of such retirement.

(iv) *Death Benefit.*

1. In the event that a vested Member dies prior to normal retirement or a DROP participant dies while actively employed as a Firefighter, one hundred percent (100%) of the value of their Member share account shall be paid to their designated Beneficiary.

(g) *Payment of Benefits.* Members shall be entitled to monthly supplemental benefit payments, not to exceed $750, in addition to a Member's monthly retirement benefit. COLA payments shall not be attributed to supplemental benefits paid as provided for in this Section. All such monthly payments shall begin commensurate with a Member's retirement benefit payments. If a vested Member or DROP participant terminates employment for any reason or dies prior to normal retirement, and the Member or their Beneficiary is entitled to receive a supplemental share plan benefit, payment of the share account supplemental benefit shall be made as soon as administratively practicable following the valuation date, but not later

than one hundred eighty (180) days following the valuation date. (Ord. No. 21-25).

(h) Upon termination of this Defined Contribution Component Plan for any reason the rights of all Members to benefits accrued to the date of such termination and the amounts credited to the Members' accounts are immediately fully vested and nonforfeitable. The Board of Trustees shall determine the asset value amount of each account as well as the method of distribution of such accounts. The Board of Trustees shall distribute the full value of each account as of the date of termination as soon as reasonably practicable.

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

CITY CLERK'S REPORT

September 24, 2024

Background:

The City Clerk's Office would like to share the following information:

City Commission & Community Upcoming Events

- Tuesday, September 24, 2024 at 5:00 PM: City Commission Special Meeting (Parking Consultant Study), Commission Chambers
- Tuesday, September 24, 2024 at 6:10 PM: CRA Meeting, Commission Chambers
- Tuesday, September 24, 2024 at 6:30 PM: City Commission Regular Meeting/Second Budget Hearing, Commission Chambers
- Thursday, September 26, 2024 at 6:00 PM: VLOC Dinner Meeting, Ormond Beach
- Friday, September 27, 2024 at 9:15 PM: Candlelight - The Best of Hans Zimmer Concert, Brannon Center
- Saturday, September 28, 2024 at 9:00 AM: First Responders Pickleball Cup, Pettis Park
- Wednesday, October 2, 2024 at noon: SEV Chamber State of the Series Three, Brannon Center
- Thursday, October 3, 2024 at 3:00 PM: Event, Installation of Seascape under Lytle Avenue Bridge
- Friday, October 4, 2024 at 6:00 PM: Music & Movie in the Park Celebrating Hispanic Heritage Month, City Gym
- Saturday, October 5, 2024 all day: Cheeseburger in Paradise, Marine Discovery Center
- Saturday, October 5, 2024 at 1:00 PM: Sip & Stroll, Canal Street
- Wednesday, October 9, 2024 at 2:30 PM: Motown, the Sound that Changed America Concert, Brannon Center

General Election Candidates

- Zone 3: Jason McGuirk *(Incumbent)* and Larry Westley
- Zone 4: Randy Hartman *(Incumbent)* and Brian Ashley
- Mayor: Fred Cleveland *(Incumbent)* and Francis T. Dalton, Jr.

2024 Municipal Elections Important Dates

- General Election: Tuesday, November 5, 2024

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Kelly McQuillen - City Clerk