City Commission Regular Meeting
Tuesday, November 17, 2020 at 6:30 PM

Brannon Center
105 South Riverside Drive, New Smyrna Beach, Florida 32168

1. OPENING OF MEETING

1.A. Call to Order

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Tom Prucnal will give the invocation. Mayor Owen will lead those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

5. PUBLIC PARTICIPATION

In accordance with Resolution No. 32-13, citizens are provided the opportunity to address the City Commission regarding any topic, for up to three minutes.

6. CONSENT AGENDA

6.A Consider the approval of the City Commission Meeting Minutes for a meeting held on August 11, 2020.

6.B Consider a request to award D & W Paving, Inc. the ITB 12-20-CIP Jefferson Street Parking Lot Construction Contract, Contingent Upon CRA Board Approval.

6.C Consider a request to purchase a 2021 Freightliner M2 Storm Basin Truck for Stormwater.

6.D Consider a request for approval of a funding source to resurface asphalt bike/walking path along the North Causeway from just east of Riverside Drive to DeSoto Drive.

6.E Consider a request to approve Application No. EA-1-20: Easement Agreement for Turnbull Cove Road.

6.F Consider a request to approve the addition of three new Code Enforcement officers (two full-time and one part-time), plus two new vehicles for the two full-time Code Enforcement officers.

6.G Consider the approval of the amended Homeless and Disadvantaged Recipient Report.

6.H Consider a request to approve the Fourth Amendment to the Interlocal Agreement between the CRA and the New Smyrna Beach Housing Authority.

6.I Consider a request to provide a Letter of Support for the Mayor to execute as part of the New Smyrna Beach Housing Authority's United States Housing and Urban Development December 2020 application submittal for a Move to Work Demonstration Program Plan.

6.J Consider the approval a Special Event: Christmas Coastal Market.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

7.A Consider the approval of LA-4-20: License Agreement regarding the property located at 2901 South Atlantic Avenue.

7.B Consider the approval of the FEMA agreement for COVID-19 reimbursements.

7.C COVID Testing Site Approval.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

8.A Ordinance No. 102-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would change the Future Land Use creating a Large Scale Comprehensive Plan amendment for property located at 647 Louella Street.

8.B Ordinance No. 108-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would grant a Non-Exclusive Construction and Roll-Off Service Franchise to Precision Containers.

9. ORDINANCES - FIRST READING

9.A Ordinance No. 110-20: Conduct the First Reading of an Ordinance, which if approved, would amend the Land Development Regulations to relocate the Coastal Construction Setback Line for the property located at 1667 North Atlantic Avenue.

10. BOARDS AND COMMISSIONS

11. MAYOR AND COMMISSION REPORTS

12. CITY MANAGER'S REPORT

12.A City Manager's Report

13. 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

CONSIDER THE APPROVAL OF THE CITY COMMISSION MEETING MINUTES FOR A MEETING HELD ON AUGUST 11, 2020.

November 17, 2020

Background:

.A City Commission Meeting was held on August 11, 2020.

Staff recommends the adoption of the August 11, 2020 City Commission Meeting minutes.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

08-11-20 reg.pdf

City Commission Regular Meeting
Tuesday, August 11, 2020 at 6:30 PM
MINUTES

1. OPENING OF MEETING

A. Call to Order

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, August 11, 2020 at the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida 32168.

Mayor Russ Owen called the meeting to order at 6:30 PM.

Present: Mayor Russ Owen, Vice Mayor Michael Kolody, Commissioner Randy Hartman, Commissioner Jason McGuirk and Commissioner Jake Sachs.

Also present were City Attorney Carrie Avallone, City Manager Khalid Resheidat, Police Chief Mike Coffin, Assistant City Manager Brian Fields, and City Clerk Kelly McQuillen.

2. INVOCATION/PLEDGE OF ALLEGIANCE

Police Department Chaplain Laura Berg gave the invocation. Mayor Owen led those present in the Pledge of Allegiance.

3. APPROVAL OF THE AGENDA

4. ANNOUNCEMENTS/PRESENTATION/RECOGNITIONS

A. Proclamation: Honoring the Memory of Citizen Marty Danaher

Mayor Owen presented a proclamation to Peggy Rivers, honoring Marty Danaher's service to the City of New Smyrna Beach.

B. Proclamation: Honoring the Memory of NSBHS Principal Matthew Krajewski.

Mayor Owen presented a proclamation honoring Principal Matthew Krajewski's service to New Smyrna Beach High School and Volusia County Schools. Those in attendance to accept the proclamation were: Tracy Krajewski (wife), Nikki Krajewski (daughter), New Smyrna Beach High School Staff: Timothy Merrick (Principal), Julian Doster, Jennifer Stach and Sue Hopkins (Vice Principals) and Deborah Croak (Testing Coordinator).

5. PUBLIC PARTICIPATION

Marvel Richards, 1099 Clubhouse Boulevard, commented on the Utilities Commission work in Sugar Mill. She shared that it was not a UCNSB issue and that they have been helping her. She commended the City Commission for their assistance with the matter. She stated it was a Spectrum problem.

Jillian O'Sullivan, 1407 North Atlantic Avenue, commented in opposition of CCSL-4-20 Dune Walkover at 1411 North Atlantic Avenue. She stated there was a walkway between the houses.

Joe Dlubak, 3587 Casalta Circle, commented on the boat launch areas and AOB Site. He commented on the crowding of the boat launch site and recommended that the area be accessible for FIND residents only. He asked about a workshop in the future.

Scott Steger, Exit Realty, commented on the stress that the City has been under during the pandemic and he thanked the City for what they have done during this time. He commented on the Flagler Avenue Truck Route and was looking forward to the topic being discussed.

Jason Hoffman, applicant for the Golf Advisory Board, commented on his enthusiasm for being considered as an appointee for the Golf Advisory Board.

Jillian O'Sullivan approached the podium and began commenting on her oppositions towards CCSL-4-20.

Mayor Owen advised Ms. O'Sullivan that the agenda item regarding CCSL-4-20 would be discussed later in the agenda and that during that time, she could address the City Commission again.

6. CONSENT AGENDA

A. Consider the adoption of the City Commission Special Meeting and Workshop Minutes from March 5, 2020, March 13, 2020, June 9, 2020, June 18, 2020 and July 28, 2020.

Commissioner McGuirk moved to approve the City Commission Meeting and Workshop Minutes conducted on March 5, 2020, March 13, 2020, June 9, 2020, June 18, 2020 and July 28, 2020 as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

B. Resolution No. 28-20: Consider the adoption of a Resolution, which if adopted, would approve a Waste Pro USA Rate Adjustment.

Commissioner McGuirk moved to adopt Resolution No. 28-20 approving a Waste Pro USA Rate Adjustment. Commissioner Hartman seconded the motion, and the motion carried unanimously.

C. Resolution No. 29-20: Consider the adoption of a Resolution, which if adopted, would request support from Volusia County to assist with beach side parking and traffic issues.

Commissioner McGuirk moved to adopt Resolution No. 29-20 requesting support from Volusia County to assist with beach side parking and traffic issues. Commissioner Hartman seconded the motion, and the motion carried unanimously.

D. Consider the request to approve an Interlocal Agreement update with Port Orange for the joint Police Department Training Facility.

Commissioner McGuirk moved to approve an Interlocal Agreement with Port Orange for the joint Police Department Training Facility. Commissioner Hartman seconded the motion, and the motion carried unanimously.

E. Consider a Third Amendment to the Agreement between The City of New Smyrna Beach and The New Smyrna Beach Housing Development Corporation.

No action; item was continued to the August 25, 2020 agenda.

F. Consider the approval of a purchase of two (2) CMS Message Boards with Parking Funds.

Commissioner McGuirk moved to approve the purchase of two (2) CMS Message Boards with Parking Funds. Commissioner Hartman seconded the motion, and the motion carried unanimously.

G. Requesting City Commission authorization to issue a purchase order to S&ME in the amount of $84,800 for landscape design services on US 1 and SR 44.

Commissioner McGuirk moved authorize the purchase order to S&ME in the amount of $84,800 for landscape design services on US 1 and SR 44. Commissioner Hartman seconded the motion, and the motion carried 3-2 by majority vote, with Commissioner Sachs and Vice Mayor Kolody voting no.

H. Joint Project Agreement between the City and Volusia County for Pedestrian Crossing Improvements at the Airport Road intersections with Luna Bella Lane and Casello Drive

Commissioner McGuirk moved to adopt a Joint Project Agreement between the City of New Smyrna Beach and Volusia County for Pedestrian Crossing Improvements at Airport Road intersections with Luna Bella and Casello Drive. Commissioner Hartman seconded the motion, and the motion carried unanimously.

I. Consider a request to continue the Homeless and Disadvantaged Grant for fiscal year 2020-2021.

Commissioner McGuirk moved to adopt and continue the Homeless and Disadvantaged Grant for fiscal year 2020-2021. Commissioner Hartman seconded the motion, and the motion carried unanimously.

J. Consider the approval of a Retainer Agreement with Attorney Kahn regarding Panhandling.

Vice Mayor Kolody moved to approve the Retainer Agreement with Attorney Kahn regarding Panhandling. Commissioner McGuirk seconded the motion, and the motion failed unanimously.

K. Consider a request to approve the renewal of the 2020 LOFT Interlocal Agreement of Distribution of Local Option for Fuel Tax.

Commissioner McGuirk moved to approve the renewal of the 2020 LOFT Interlocal Agreement of Distribution of Local Option for Fuel Tax. Commissioner Hartman seconded the motion and the motion carried unanimously.

7. ADMINISTRATIVE ITEMS/NEW BUSINESS

A. COVID-19 Discussion.

No action.

B. Requesting City Commission authorization to issue a purchase order to VHB in the amount of $89,090 for preparation of a Citywide Parks Master Plan

Commissioner Hartman moved to approve the purchase order for VHB in the amount of $89,090 for preparation of a Citywide Parks Master Plan. Commissioner McGuirk seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Sachs voting no.

C. Consider A Request For Code Enforcement Lien Amnesty for Multiple Properties in New Smyrna Beach.

Vice Mayor Kolody moved to approve the Code Enforcement Lien Amnesty for Multiple Properties in New Smyrna Beach. Commissioner McGuirk seconded the motion, and the motion was approved 4-1 by majority vote, with Commissioner Sachs voting no.

8. ORDINANCES - SECOND READING AND PUBLIC HEARINGS

A. Application No. SE-1-20: Conduct a Quasi-Judicial Public Hearing for two Special Exception Use Requests for Recreational Vehicle and Automotive sales and service, and Recreational Vehicle and Boat storage, for property located at 1311 North Dixie Freeway.

Motion:
Commissioner McGuirk moved to continue Special Exception1-20 to the September 8, 2020 City Commission Regular Meeting. Vice Mayor Kolody seconded the motion, and the motion carried unanimously.

B. Conduct a Quasi-Judicial Hearing to consider the approval of Special Exception No. SE-2-20 for a Proposed Kennel at 1301 Canal Street.

A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

Assistant City Manager Brian Fields was administered the oath, by the City Attorney. He outlined his professional and educational qualifications. As no citizens questioned his credentials, Mr. Fields outlined the proposed request, which if approved, would accept the Special Exception for a Proposed Kennel located at 1301 Canal Street.

Applicant Tivor Horvath was present for any questions or concerns.

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

Motion:
Commissioner Hartman moved to adopt Special Exception SE-2-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Sachs voting no.

C. Conduct a Quasi-Judicial Public Hearing to consider the approval of a re-plat of the Coastal Woods Commercial Tract C for a 270 unit multi-family apartment complex, and authorize the Mayor to execute the contract for plat recording.

A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

Assistant City Manager Brian Fields remained under oath. Mr. Fields outlined the proposed request, which if approved, would approve the re-plat of the Coastal Woods Commercial Tract C for a 270 unit multi-family apartment complex.

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

Motion:
Vice Mayor Kolody moved to adopt S-1-20, with staff obtaining a written commitment from Advent Health prior to the execution of the final documents. Commissioner McGuirk seconded the motion, and the motion carried 3-2 by majority vote, with Vice Mayor Kolody and Commissioner Sachs voting no.

D. Conduct a Quasi-Judicial Public Hearing to consider the approval of Application No. CCSL-4-20 for a proposed dune walkover at 1411 North Atlantic Avenue.

A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

Assistant City Manager Brian Fields remained under oath. Mr. Fields outlined the proposed request, which if approved, would approve a proposed dune walkover at 1411 Atlantic Avenue.

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

Motion:
Commissioner Hartman moved to adopt CCSL-4-20, as submitted. Vice Mayor Kolody seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner Sachs voting no.

E. Ordinance No. 73-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the Land Development Regulation under Section 604.12 Signs.

City Attorney Avallone read Ordinance No. 73-20, the second time by title only.

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would amend the Land Development Regulation under Section 604.12 Signs.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 73-20, as submitted. Vice Mayor Kolody seconded the motion, and the motion carried 4-1 by majority vote, with Commissioner McGuirk voting no.

F. Ordinance No. 20-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the City Comprehensive Plan Element XIII, Historical and Archaeological Preservation.

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

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would amend the City Comprehensive Plan Element XIII, Historical and Archaeological Preservation.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 20-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

G. Ordinance No. 54-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would grant a Non-Exclusive Construction & Roll-Off Service Franchise to Sandstone Site Services, LLC

City Attorney Avallone read Ordinance No. 54-20, the second time by title only.

Maintenance Operations Director Faith Miller outlined the proposed ordinance, which if adopted, would grant a Non-Exclusive Construction and Roll-Off Service Franchise to Sandstone Site Services, LLC.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 54-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

H. Ordinance No. 74-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would grant a non-exclusive Construction & Roll-Off Franchise to Waste Management.

City Attorney Avallone read Ordinance No. 74-20, the second time by title only.

Maintenance Operations Director Faith Miller outlined the proposed ordinance, which if adopted, would grant a non-exclusive Construction and Roll-Off Franchise to Waste Management.

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

Motion:
Commissioner Sachs moved to adopt Ordinance No. 74-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

I. Ordinance No. 76-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the billing for Solid Waste Collection.

City Attorney Avallone read Ordinance No. 76-20, the second time by title only.

Maintenance Operations Director Faith Miller outlined the proposed ordinance, which if adopted, would amend the billing for Solid Waste Collection.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 76-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

J. Ordinance No. 75-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would amend the Code of Ordinances Part II, Chapter 2, Article I, Sec. 2-1. - Official seal adopted and Sec. 2-2. - Official flag adopted.

City Attorney Avallone read Ordinance No. 75-20, the second time by title only.

City Attorney Avallone outlined the proposed ordinance, which if adopted, would amend the City Code of Ordinances Part II, Chapter 2, Article I, Sec 2-1 the Official Seal and Flag Adopted.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 75-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

K. Ordinance No. 77-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would set a referendum on a proposed revised Charter for the City and adopt ballot language for the electorate to consider on November 3, 2020.

City Attorney Avallone read Ordinance No. 77-20, the second time by title only.

City Attorney Avallone outlined the proposed ordinance, which if adopted, would set a referendum on the proposed Charter for the City and adopt the ballot language for the electorate to consider on November 3, 2020.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 77-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

L. Ordinance No. 55-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.45 acres of land addressed as 804 Bolton Road.

City Attorney Avallone read Ordinance No. 55-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would annex approximately 0.45 acres of land addressed at 804 Bolton Road.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 55-20, as submitted. Vice Mayor Kolody seconded the motion, and the motion carried unanimously.

M. Ordinance No. 56-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future land Use to approximately 0.45 acres of land addressed as 804 Bolton Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 56-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would assign a Future Land Use to approximately 0.45 acres of land addressed as 804 Bolton Road as part of an overall annexation application.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 56-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

N. Ordinance No. 57-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.45 acres of land addressed at 804 Bolton Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 57-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

City Planner Bob Mathen was administered the oath, by the City Attorney. He outlined his professional and educational qualifications. As no citizens questioned his credentials, Mr. Mathen outlined the proposed ordinance,

which if adopted, would change the zoning of approximately 0.45 acres of land addressed at 804 Bolton Road as part of an overall annexation application.

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

Motion:
Commissioner Sachs moved to adopt Ordinance No. 57-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

O. Ordinance No. 58-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.386 acres of property located at 1206 Findley Street.

City Attorney Avallone read Ordinance No. 58-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would annex 0.386 acres of property located at 1206 Findley Street.

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

Motion:
Commissioner Sachs moved to adopt Ordinance No. 58-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

P. Ordinance No. 59-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future Land Use to approximately 0.386 acres of land addressed as 1206 Findley Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 59-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would assign a Future Land Use to approximately 0.386 acres of land addressed as 1206 Findley Street.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 59-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

Q. Ordinance No. 60-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.386 acres of land addressed at 1206 Findley Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 60-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would change the zoning of approximately 0.386 acres of land addressed at 1206 Findley Street.

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

Motion:
Commissioner McGuirk moved to adopt Ordinance No. 60-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

R. Ordinance No. 61-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.14 acres of land addressed as 202 Hickory Street.

City Attorney Avallone read Ordinance No. 61-20, the second time by title only.

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would annex approximately 0.14 acres of land addressed as 202 Hickory Street.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 61-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

S. Ordinance No. 62-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future Land Use to approximately 0.14 acres of land addressed as 202 Hickory Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 62-20, the second time by title only.

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would assign Future Land Use to approximately 0.14 acres of land addressed as 202 Hickory Street as part of an overall annexation application.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 62-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

T. Ordinance No. 63-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.14 acres of land addressed at 202 Hickory Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 63-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would change the zoning of approximately 0.14 acres of land addressed as 202 Hickory Street as part of an overall annexation application.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 63-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

U. Ordinance No. 64-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.22 acres of property located at 2464 Lydia Way.

City Attorney Avallone read Ordinance No. 64-20, the second time by title only.

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would annex approximately 0.22 acres or property located at 2464 Lydia Way.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 64-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

V. Ordinance No. 65-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future Land Use to approximately 0.22 acres of land addressed as 2464 Lydia Way as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 65-20, the second time by title only.

Assistant City Manager Brian Fields outlined the proposed ordinance, which if adopted, would assign Future Land Use to approximately 0.22 acres of land addressed as 2464 Lydia Way as part of an overall annexation application.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 65-20, as submitted. Commissioner Sachs seconded the motion, and the motion carried unanimously.

W. Ordinance No. 66-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.22 acres of land addressed at 2464 Lydia Way as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 66-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There was no ex-parte communication disclosed.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would change the zoning of

approximately 0.22 acres of land addressed at 2464 Lydia Way as part of an overall annexation application.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 66-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

X. Ordinance No. 67-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.19 acres of property addressed at 416 Carolyn Street.

City Attorney Avallone read Ordinance No. 67-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would annex 0.19 acres of property addressed at 416 Carolyn Street.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 67-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

Y. Ordinance No. 68-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future Land Use to approximately 0.19 acres of land addressed as 416 Carolyn Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 68-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would assign a future land use to approximately 0.19 acres of property addressed at 416 Carolyn Street.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 68-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

Z. Ordinance No. 69-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.19 acres of land addressed at 416 Carolyn Street as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 69-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There were no ex-parte communications disclosed.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would change the zoning of approximately 0.19 acres of land addressed at 416 Carolyn Street as part of an overall annexation application.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 69-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

AA. Ordinance No. 70-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would annex approximately 0.2 acres of property located at 770 Bolton Road.

City Attorney Avallone read Ordinance No. 70-20, the second time by title only.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would annex approximately 0.2 acres of property located at 770 Bolton Road.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 70-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

AB. Ordinance No. 71-20: Conduct the Second Reading and Public Hearing of an Ordinance, which if adopted, would assign a City Future Land Use to approximately 0.2 acres of land addressed as 770 Bolton Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 71-20, the second time by title only.

City Planner Bob Mathen outlined the proposed ordinance, which if adopted, would change the future land use designation for the property located at 770 Bolton Road.

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

Motion:
Commissioner Hartman moved to adopt Ordinance No. 71-20, as submitted. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

AC. Ordinance No. 72-20: Conduct the Second Reading and Quasi-Judicial Public Hearing of an Ordinance, which if adopted, would change the zoning of approximately 0.2 acres of land addressed at 770 Bolton Road as part of an overall annexation application.

City Attorney Avallone read Ordinance No. 72-20, the second time by title only. A Quasi-Judicial Public Hearing was conducted.

There were no ex-parte communications disclosed.

City Planner Bob Mathen remained under oath. Mr. Mathen outlined the proposed ordinance, which if adopted, would change the zoning of approximately 0.2 acres of land addressed at 770 Bolton Road as part of an overall annexation application.

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

Motion:
Vice Mayor Kolody moved to adopt Ordinance No. 72-20, as submitted. Commissioner Hartman seconded the motion, and the motion carried unanimously.

9. ORDINANCES - FIRST READING

A. Ordinance No. 78-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would approve the 2nd amendment to the Ocean Way Village Master Development Agreement.

City Attorney Avallone read Ordinance No. 78-20 the first time, by title only.

Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on Tuesday, August 25, 2020.

B. Ordinance No. 79-20: Conduct the First Reading of an Ordinance, which if adopted upon the Second Reading and Public Hearing, would amend the Code of Ordinances to Establish a Local Truck Route and Associated Regulations in the Flagler Avenue Area.

City Attorney Avallone read Ordinance No. 79-20 the first time, by title only.

Mayor Owen reported that the second reading and public hearing would be conducted at the regular meeting on Tuesday, August 25, 2020.

10.BOARDS AND COMMISSIONS

A. Code Enforcement Board: Consider the resignation of James Booker, III, and the appointments of two citizens to fill an unexpired term ending on March 3, 2022 and a full term set to expire March 3, 2023.

Motion:
Commissioner Hartman moved to accept the resignation of James Booker, III. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

- Vice Mayor Kolody nominated Kathleen Brown and Robert McManus.
- Commissioner Hartman nominated Albert Schimanski.

A ballot was distributed and the results were as follows:

- Mayor Owen selected Kathleen Brown and Albert Schimanski.
- Vice Mayor Kolody selected Kathleen Brown and Robert McManus.
- Commissioner Hartman selected Kathleen Brown and Albert Schimanski.
- Commissioner McGuirk selected Kathleen Brown and Albert Schimanski.
- Commissioner Sachs selected Kathleen Brown and Albert Schimanski.

By majority vote, Kathleen Brown was appointed to the unexpired term ending on March 3, 2022 and Albert Schimanski was appointed to the term ending on March 3, 2023.

B. Golf Advisory Board: Consider the resignation of Leo Kernica and the appointment of a citizen to serve an unexpired term ending on September 1, 2021. Also, consider the reappointments of four members of the Golf Advisory Board to three-year terms expiring on September 1, 2023.

Motion:
Commissioner Sachs moved to accept the resignation of Leo Kernica. Vice Mayor Kolody seconded the motion, and the motion carried unanimously.

Motion:
Commissioner McGuirk moved to reappoint Jason Hickman and Jonathan Thompson to three-year terms expiring on September 1, 2023. Commissioner Hartman seconded the motion, and the motion carried unanimously.

- Vice Mayor Kolody nominated Richard Neate, Marvel Richards and Hannah Jones.
- Commissioner Hartman nominated William Purtell.
- Commissioner McGuirk nominated Jason Hoffman.

A ballot was distributed and the results were:

- Mayor Owen selected Marvel Richards, Hannah Jones and Jason Hoffman.
- Vice Mayor Kolody selected Marvel Richards, Hannah Jones and Richard Neate.
- Commissioner Hartman selected Hannah Jones, Jason Hoffman and William Purtell.
- Commissioner Sachs selected Marvel Richards, Jason Hoffman and William Purtell.
- Commissioner McGuirk selected Marvel Richards, Jason Hoffman and William Purtell.

By majority vote, Marvel Richards and Jason Hoffman were appointed to the Golf Advisory Board to serve three-year terms expiring on September 1, 2023.

A second ballot was distributed with the names of the remaining ties, Hannah Jones and William Purtell.

- Mayor Owen, Vice Mayor Kolody and Commissioner Sachs selected Hannah Jones.
- Commissioner Hartman and Commissioner McGuirk selected William Purtell.

By majority vote, Hannah Jones was appointed to serve an unexpired term ending on September 1, 2021.

C. Leisure Activities Advisory Board: Consider the reappointments of four members of the Leisure Activities Advisory Board and the appointment of a citizen to serve an unexpired term ending on June 22, 2023.

Motion:
Commissioner Hartman moved to reappoint Mary Jacobs, Noel Bickford and Patricia James Gray to the Leisure Activities Advisory Board to serve three-year terms, expiring on June 22, 2023. Commissioner McGuirk seconded the motion, and the motion carried unanimously.

- Commissioner Sachs nominated Jordan Miller.
- Commissioner McGuirk nominated Kate Minnock.
- Vice Mayor Kolody nominated Joel Paige.
- Commissioner Hartman nominated Voncier Baker Hilbert and Timothy Johnson.

A ballot was distributed and the results were:

- Mayor Owen selected Jordan Miller and Kate Minnock.
- Vice Mayor Kolody selected Joel Paige. *(Mayor Owen confirmed that only one selection was offered. Vice Mayor Kolody confirmed).*
- Commissioner Hartman selected Timothy Johnson and Voncier Baker-Hilbert.
- Commissioner Sachs selected Jordan Miller and Joel Paige.
- Commissioner McGuirk selected Jordan Miller and Kate Minnock.

By majority vote, Jordan Miller was appointed to the Leisure Activities Advisory Board to serve a three-year term, expiring on June 22, 2023.

A second ballot was distributed with the names of the remaining names, Kate Minnock and Joel Paige.

- Commissioner Hartman, Commissioner Sachs and Vice Mayor Kolody selected Joel Paige.
- Mayor Owen and Commissioner McGuirk selected Kate Minnock.

By majority vote, Joel Paige was appointed to the Leisure Activities Advisory Board to serve a three-year term, expiring on June 22, 2023.

D. Neighborhood Council: Accept the Resignation of Zone 2 Member Teresa Bowen. Commissioner Sachs will appoint one (1) Zone 2 Resident to the Neighborhood Council to serve an unexpired term to expire on May 28, 2022.

Motion:
Commissioner Sachs moved to accept the resignation of Teresa Bowen. Vice Mayor Kolody seconded the motion, and the motion carried unanimously.

Commissioner Sachs appointed Zone 2 citizen Jonas Roddenberry to serve as a member of the Neighborhood Council.

E. Planning and Zoning Board: Consider the resignation of Herb Gardner and the appointment of a citizen to serve an unexpired term ending on October 22, 2022.

Motion:
Commissioner Sachs moved to accept the resignation of Herb Gardner. Commissioner Hartman seconded the motion, and the motion carried unanimously.

- Commissioner Sachs nominated James Smith.
- Vice Mayor Kolody nominated Stephen Snively.

- Commissioner Hartman nominated John Causey, Sr.

A ballot was distributed and the results were:

- Mayor Owen selected John Causey, Sr.
- Vice Mayor Kolody selected James Smith.
- Commissioner McGuirk selected John Causey, Sr.
- Commissioner Sachs selected James Smith.
- Commissioner Hartman selected John Causey, Sr.

By majority vote, John Causey, Sr. was appointed to the Planning and Zoning Board to serve an unexpired term ending on October 22, 2022.

11.MAYOR AND COMMISSION REPORTS

Vice Mayor Kolody commented on the Spy Glass Pier. He stated that the residents were asking for specific information about costs and qualifying for FEMA funds. He wanted a non-sworn police unit developed that could handle medical calls, crash responses and community development. He stated they were having difficulty filling positions and this could be a solution. He commented on North Beach issues. He mentioned telling the group that there was not a defined traffic control policy. He requested that the subject of the traffic control policy would be placed on an upcoming agenda.

Commissioner Sachs commented on a traffic problem between 8th and 10th Street. He commented on a warning flashing light that would alert drivers of upcoming speed humps.

Motion: Commissioner Sachs moved to install a stop sign on 8th Street and install a flashing light near the southern end of 10th Street.

Motion died due to lack of a second.

Commissioner Sachs stated that he would bring up the topic again at a future meeting.

Mayor Owen suggested obtaining a majority consensus from the City Commission to add this topic as an agenda item to a future agenda.

Commissioner Sachs stated he found it highly offensive that they could not complete this project and felt like they were doing a disservice to the citizens.

Commissioner Sachs exited the meeting.

Commissioner McGuirk commented on the Sugar Mill issue. He stated there has to be a remedy regarding the cable company. He wanted a future remedy for the issue and suggested a strongly-worded letter to the cable company. He asked Vice Mayor Kolody for clarification on his thoughts about the non-sworn police officers.

Vice Mayor Kolody further explained his ideas.

City Manager Resheidat mentioned that this specific item would be discussed at the August 19, 2020 Budget Meeting.

Commissioner McGuirk was concerned about staff time. He challenged his fellow commissioners to get through what they already had on the table. He wanted to get some of the issues in the books completed before beginning new ones. He had concerns about the amount of staff time that was being spent on multiple requests.

Commissioner Hartman commented on thinking about a list of properties that the City owns that the City was not using. He mentioned that this might be the time to place the properties on the market.

City Manager Resheidat stated that a list would be provided during the August 19, 2020 Budget Meeting.

Commissioner Hartman commented on the Capital Improvements Projects and wanted to see a list of the projects. He attended a webinar regarding COVID evictions. He commented on Green Volusia. He stated that he never realized that cigarette butts contained micro-plastics. He mentioned that the largest part of the problem was located beachside. He thanked everyone that was involved in the program. He mentioned that Green Volusia was searching for support.

Motion:

Commissioner McGuirk moved to extend the meeting for fifteen minutes. Vice Mayor Kolody seconded the motion, and the motion carried unanimously.

Mayor Owen commented on the Sugar Mill issue. He wanted to take a step back and suggested that Zone 3 Commissioner McGuirk be in charge of the issue. He agreed with

Commissioner McGuirk about the amount of work on staff. He commended staff for their good job on handling the workload. He wanted to empower staff to be comfortable re-prioritizing and balancing items on their workload.

12.CITY MANAGER'S REPORT

No action.

13.CITY CLERK'S REPORT

City Clerk McQuillen asked for a consensus from City Commission to approve the transfer of responsibility of the City Hall Front Desk Lobby position from the City Clerk's Office to the Human Resources Department.

City Commission consensus approved the request.

14.CITY ATTORNEY'S REPORT

No action.

15.ADJOURNMENT

As there was no further business to discuss, Mayor Owen adjourned the meeting at 10:34 PM.

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

Consider a request to award D & W Paving, Inc. the ITB 12-20-CIP Jefferson Street Parking

November 17, 2020

Background:

The City issued an Invitation to Bid (ITB) for the Jefferson Street Parking Lot Construction Project on August 22, 2020. The scope of work includes constructing a new parking lot, approximately 10,000 square feet in area, with 17 parking spaces located at Jefferson Street and Duss Street in New Smyrna Beach. The site is located within archaeological zone II, and archaeological site monitoring will be required. The work includes installation of Stormwater Exfiltration System (Storm Tech SC- 160), base preparation, and material testing in accordance with applicable FDOT guidelines. Other improvements include Type D curbs, sidewalks, concrete pavement, striping/signage, landscaping, fencing, and lighting.

The bid opening was held September 22, 2020. Six firms submitted bids, with the results as follows:

Contractor	Bid Amount
1.) 4C's Trucking and Paving Excavation, Inc.	$293,639.43
2.) D & W Paving, Inc.	$264,707.73
3.) GPS Civil Construction, Inc.	$270,166.30
4.) Halifax Paving Inc.	$306,291.30
5.) P & S Paving, Inc.	$329,656. 40
6.) W. T. Comp Inc	$442, 153.00

The project meets a US 1 CRA Master Plan redevelopment strategy to construct/improve public facilities and infrastructure.

The Evaluation Committee recommends that the City Commission approve a contract, per the terms and conditions of the ITB 12-20-CIP Jefferson Street Parking Lot

Construction Project, in the amount of $264,707.43 be awarded to D & W Paving, Inc.

Findings:

In review of the scope of work for the referenced project with the lowest responsive bidder, D & W Paving, it is evident their interpretation of the contract documents comply with the bid documents, although comprehensive tasks needed to facilitate completion involve several items to be supported by the City outside the realm of their contract.

The items include the following and should be budgeted above and beyond the contract amount with D & W Paving (i.e.$264,707.73):

1.New Smyrna Beach Utilities Commission domestic water backflow preventer connection. These administrative fees are typically paid by the City, unless explicitly spelled out in the contract and in this case the City (through CRA funding) is responsible to pay the connection fee of $3,115.00, which includes the irrigation capacity fee, cut-in and meter set fees as well.

2.The light fixtures will be installed by the Contractor, but interconnecting via conduit to the point of service was not included in the bid documents and will be added to the scope of work with costs to be determined with expectations around $1,500.

Also, it has been notated that the project's property was previously developed as a single family home. Therefore, when subsurface activities proceed, it is probable to expect some remnants such as an existing footer or septic tank (although none being on record), but an account for such items would not be expected to be covered within the base contract amount of $264,707.73, thus it is also recommended that the project budget be inclusive of a 5% contingency in the amount of $13,235.39 for such uncertainties.

CRA Board approval of ITB 12-20-CIP Jefferson St. Parking Lot Contract is required prior to consideration by the City Commission for approval.

Staff recommends City Commission approval to award D & W Paving, Inc. the ITB 12-20-CIP Jefferson Street Parking Lot Construction Contract, Contingent Upon CRA Board

Approval, in the amount of $264,707.73, plus approval to include funding for a 5% construction contingency and $4,615 in additional scope of work items noted above, for a total expenditure of $282,607.

Fiscal Analysis:

The CRA will provide 100% of the project funding. Prior to receipt of the six proposals for ITB 12-20 CIP, the CRA budgeted $250,000 to fund the project. In consideration of the contractor's bid amount of $264,707.73, additional scope of work items, and a budget contingency of 5 percent, a budget amendment is needed. A budget amendment in the amount of $32,607 is requested.

Strategic Plan Item:
No

Staff Report Created By: Christopher Edwards

Attachments:

ITB 12-20-CIP Jefferson Street Parking Lot - Final (006).pdf
Copy of Bid Tab Sheet 092320.pdf
Construction Contract (003).pdf
Fund 125 Budget Transfer Signed.pdf
Jefferson St Location Map.pdf

ITB

ITB 12-20-CIP

JEFFERSON STREET PARKING LOT CONSTRUCTION

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

https://www.cityofnsb.com/

RELEASE DATE: August 22, 2020
DEADLINE FOR QUESTIONS: September 4, 2020
RESPONSE DEADLINE: September 22, 2020, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/cityofnsb

City of New Smryna Beach

ITB

Jefferson Street Parking Lot Construction

I. Introduction .....
II. Instructions for Bid Submittal .....
III. Information for Bidders.....
IV. Construction Specifications.....
V. Total Bid Proposal .....
VI. Terms and Conditions .....
VII. Insurance Requirements .....
VIII. Responsibilities of the Contractor.....
IX. Vendor Questionnaire.....

Attachments:

A - Attachment Affidavit
B - Attachment Warranty of Title
C - Attachment - Reference Form
D - Construction Contract
E - Attachment Payment Bond
F - Attachment Performance Bond
G - Attachment Bid Bond
H - Approved Site Plans 062020
I - Attachment I - Revised Landscaping and Irrigation Plan 091620
J - Attachment J - Proposed Landscape Legend 091620
K - Attachment K - Geotechnical Report 091620

I. INTRODUCTION

I.A Summary

The City of New Smyrna Beach, Florida is soliciting Invitation to Bid ITB 12-20-CIP, Jefferson Street Parking Lot Construction to select a qualified contractor to perform all required work and provide and furnish all labor, materials, necessary tools, and expendable equipment required to complete the construction of the parking lot improvements, including the exfiltration system.

I.B Contact Information

Purchasing Coordinator
Purchasing Coordinator
210 Sams Avenue
New Smyrna Beach, FL 32168
Email: purchasing.coordinator@cityofnsb.com
Phone: (386) 410-2654

Department:
Purchasing

I.C Timeline

Bid Opening Zoom Conference Call: September 22, 2020, 3:00 pm

https://zoom.us/j/99676249528?pwd=RlFKd3p2bHFDRGZ3VUhtN3VLTjZKQT09

Meeting ID: 996 7624 9528

Passcode: XZc2Yq

Issue Invitation to Bid Notice
August 22, 2020

Deadline for Written Questions
September 4, 2020, 5:00pm

Addendum Posted, if Applicable
September 14, 2020

Bid Opening
September 22, 2020, 3:00pm

Bid Opening Zoom Call Meeting

September 22, 2020, 11:59pm
https://zoom.us/j/99676249528?pwd=RlFKd3p2bHF Meeting ID: 996 7624 9528 Password: XZc2Yq

Notification of Recommendation
September 28, 2020, 3:00pm

Commission Action
October 13, 2020

II. INSTRUCTIONS FOR BID SUBMITTAL

II.A Due Date and Time

Sealed Bid Proposals will be received until Sep 22, 2020, 3:00 pm EST, via the City's e-Procurement Portal found at https://secure.procurenow.com/portal/cityofnsb/ . Bid Proposals received after the designated time will not be allowed on the City's eProcurement Portal. Bid Documents are available on ProcureNow and the City's website (www.cityofnsb.com). For further information, please e-mail the Purchasing Coordinator at purchasing.coordinator@cityofnsb.com.

II.B Requirements - General

FIRMS interested in providing this service may obtain an Invitation to Bid by visiting the e-Procurement Portal – ProcureNow – https://secure.procurenow.com/portal/cityofnsb.

Upon receipt of this bid document, any and all communications regarding this ITB must be made only to the Purchasing Coordinator via the City's e-Procurement portal. Any violation of this condition could result in proposal disqualification. **THIS IS AN ELECTRONIC SEALED BID SOLICITATION- PAPER COPY, FAX OR E-MAIL REPLIES SHALL NOT BE ACCEPTED.**

This document is also available via the internet at https://secure.procurenow.com/portal/cityofnsb. The City is not responsible for the content of any public solicitation package received through any 3rd party bid service or any source not listed above. It is the sole responsibility of the vendor 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.

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

II.C Additional Requirements

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of five (5%) percent of the total bid price, payable to City of New Smryna Beach, as a guarantee that the

bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

In addition to responding to this bid on ProcureNow, Bidder must also MAIL bid guarantee with a postmarked date no later than Sep 22, 2020 in a separate envelope marked BID BOND using the label below.



II.D Bid Opening

Electronic bids will remain locked until the time of bid opening. The bid opening shall take place as a live video conference which will also be recorded (using Zoom) and posted on the bid page of the City's website. Bidders may contact the City's Purchasing Coordinator to obtain information to view the live bid opening. The bid tabulation shall be posted within 48 hours of the bid opening.

Zoom Bid Opening Conference Call:

https://zoom.us/j/99676249528?pwd=RlFKd3p2bHFDRGZ3VUhtN3VLTjZKQT09

Meeting ID: 996 7624 9528

Passcode: XZc2Yq

II.E Total Bid Proposal

The Bidder, pursuant to and in compliance with the City's ADVERTISEMENT FOR BID, dated Aug 22, 2020 and the Information For Bidders And Other Bid and Contract Documents relating hereto, hereby proposes to furnish all tools, labor, equipment and materials to perform all the work necessary for the ITB 12-20-CIP Jefferson Street Parking Lot Construction, City Of New Smyrna Beach, Volusia County, Florida, all as required by and in strict accordance with the Contract Documents, Schedules and Drawings, at the prices listed in the Total Bid Proposal.

III. INFORMATION FOR BIDDERS

III.A Inquiries

Must be submitted in writing via the ProcureNow Question/Answer Tab via the City's e-Procurement portal, on or before, Sep 28, 2020 by 5:00 pm. All Correspndence must reference the Bid Number.

III.B Proposal Contact

Purchasing Coordinator – purchasing.coordinator@cityofnsb.com

III.C Commencement of Work

The bidder agrees to commence work within Ten (10) CALENDAR DAYS after the date of the Notice to Proceed letter, and shall complete the work within One hundred eighty - (180) DAYS thereafter. The bidder further agrees to pay, as liquidated damages, the sum of Two Hundred Fifty ($250) DOLLARS for each consecutive calendar day thereafter, until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

III.D Conditions of Work

Each bidder shall have read and be thoroughly familiar with the drawings, specifications and other Contract Documents. Failure to do so shall not relieve the successful bidder of his obligation to furnish all labor, materials and equipment necessary to carry out the previsions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner makes no representations other than those stated or shown directly in the Contract Documents.
In case there is any item in the drawings, specifications or other Contract Documents which is not clear to the bidder or which may, in his opinion, be impossible to comply with, the bidder is urged to immediately notify the City by submitting all inquiries via the City's e-Procurement Portal, located at https://secure.procurenow.com/portal/cityofnsb**.** If it is considered necessary and time permits, an addendum shall be forwarded to each holder of the drawings and specifications to clarify the question.
The bidder, by and through the submission of this bid, agrees that he shall be held 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 underground obstructions, the nature of the ground water conditions and all other physical characteristics of the work, in order that he may include in the prices which he bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which shall be encountered in doing the proposed work.

III.E Qualifications of Bidders

The City of New Smyrna Beach (hereinafter Owner) may make such investigations as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner any additional information and financial data for this purpose as the Owner may request. The data shall include a detailed and up-to-date list of plant and equipment, which the

bidder proposes to use, indicating which portions he already possesses and a detailed description of the method and program of the work he proposes to follow. The bidder shall also submit a list of the subcontractors, if any, that he intends to use.

III.F Preparation of Bids

Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures with the amounts extended and totaled, and no changes shall be made in the phraseology of the forms or in the items mentioned therein.
In case of any discrepancy between the written amounts and the figures, the electronic Total Bid Proposal shall govern. Any bid 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 several 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 bids.
The time of completion of the work performed under the Contract shall be the number of calendar days stated from the date of the Notice to Proceed. The bidder shall sign his bid in the blank spaces provided therefore.

III.G Bid Security

Each bid, if applicable, shall be accompanied by a Bid Security of not less than five (5%) percent of the amount of the Bid Proposal. The Bid Security shall consist of a Certified Check, a Cashier's Check or a Bid Bond payable to the Owner. In addition to scanning a copy in your response in ProcureNow, the Bid Security shall be submitted in a separate, sealed envelope addressed to the Owner, endorsed with the name of the bidder and project title and plainly marked, "Bid Security," which shall be received no later than the required Bid Opening date/time, using the label as addressed in the Instructions for Bid Submittal.
Within ten (10) days after the opening of the bids, checks or bid bonds shall be returned except those deposited by the three (3) lowest bidders, and they shall be returned within seven (7) days after the execution of the Contract between the successful bidder and the Owner. The Bid Security of the successful bidder shall be returned without interest when the Contract has been approved and completely executed and the Notice to Proceed letter is issued.

III.H Receipt and Opening of Bids

Sealed Bids shall be received in the e-Procurement Portal - https://secure.procurenow.com/portal/cityofnsb/, and then publicly opened and read aloud.

III.I Analysis of Bid Prices

Before the award of the Contract, the low bidder shall furnish to the Owner an analysis of his bid prices.

III.J Right to Accept and Reject Bids

The Owner reserves the unqualified right, in the Owner's sole and absolute discretion, to reject any and all bids, to waive any irregularities, or to accept that bid or combination of bids, which in the Owner's sole and absolute judgment, shall, under all circumstances, best serve the public interest.

III.K Protest Procedures

Bidders or respondents who do not agree with the City's award selection shall be afforded the opportunity to protest the award by submitting written notice to the Purchasing Division. Bids or proposals not meeting the minimum published requirements including specification and/or scope of service are not subject to protest. Such notice shall be given within seventy two (72) hours after notice of award. Written notice shall state the grounds for the protest and the action requested. A formal written protest must be filed within ten (10) days after the notice of protest is filed, and shall include with it a bid protest bond in the amount of one percent (1%) of the estimated contract amount, as provided in Florida Statutes § 287.042(2)(c) and Rule 28-110.005 of the Florida Administrative Code. The Purchasing Division shall prepare and submit written determination to the City Manager recommending either approval or disapproval of the protest petition.

The petitioner shall be furnished a copy of the written determination and recommendation. The City Manager shall review and either approve or disapprove the Purchasing Division recommendation on the petition, employing any reasonable means to reach the decision. The petitioner shall be furnished a copy of the decision. Decisions of the City Manager may be appealed to City Commission by submission to the City Clerk of a written request for hearing within five (5) business days from the date of the City Manager's written decision. The written request for appeal shall state the grounds for the appeal and the action requested of the City Commission. In the event of a timely protest and/or appeal, the City shall not proceed further with the solicitation or with the award unless the City Manager justifies the award in order to protect the public health, welfare, or safety of the City. A final decision under this section shall be conclusive and shall represent the position of the City.

III.L Acceptance of Bid and Award of Contract

Within sixty (60) days after the opening of the bids, the Owner shall accept one of the bids or shall act in accordance with Information for Bidders-Right to Accept and Reject Bids. Bids shall be awarded in accordance with the Federal, State and Local regulations. The project shall be awarded to the lowest responsive, responsible bidder. The acceptance of the bid shall be by

notice in writing, signed by the Owner or his representative, mailed to or delivered at the office designated in the bid.

III.M Time of Completion

The time of completion shall be as stated in the Bid Proposal. In the event of failure to complete the work within the time specified, liquidated damages shall be assessed as provided in the General Conditions unless an extension of time is granted.

IV. CONSTRUCTION SPECIFICATIONS

IV.A General Overview

The scope of work includes constructing a new parking lot, approximately 10,000 square feet, with 17 parking spaces located at Jefferson and Duss Street in New Smyrna Beach, FL.

The site is located within archaeological zone II, and archaeological site monitoring will be required.

The work includes installation of Stormwater Exfiltration System (Storm Tech SC-160), base preparation, and material testing in accordance with applicable FDOT guidelines.

Type D curbs, sidewalks, concrete pavement, striping/signage, landscaping, fencing, and lighting shall be included in the scope of work.

See Attachment H for Plans.

V. TOTAL BID PROPOSAL

TOTAL BID PROPOSAL - JEFFERSON STREET PARKING LOT

No.	#	Item	Quantity	Unit	Unit Price	Total
1.	1	Mobilization	1	LS		
2.	2	Preconstruction Video/ Asbuilt survey	1	LS		
3.	3	Maintenance of Trafic	1	LS		
4.	4	Clear, Grub, Demo, Excavate, Sub-base compaction,final Grading	1	LS		

5.	5	Silt Fence/ Construction Enterance	1	LS		
6.	6	Tree Protection	143	LF		
7.	7	Stormwater Exfiltration System (StormTech SC-160)	1	LS		
8.	8	4' Diameter Manhole (0'-6')	1	EA		
9.	9	12" RCP CLASS III	96.8	LF		
10.	10	18" RCP CLASS III	17.6	LF		
11.	11	Concrete Jacket as per plans	4	EA		
12.	12	TYPE "C" INLET (4' depth)	2	EA		
13.	13	Road Base, 6" Recycled Concret	1,369.5	SY		
14.	14	Concrete Type D Curb	440	LF		
15.	15	5'x 4" Concrete Sidewalk	50.6	LF		
16.	16	6" Plain Concrete PAVT	1,369.5	SY		
17.	17	Striping and Signage	1	LS		
18.	18	Landscape/ Irrigation	1	LS.		
19.	19	Lighting	2	Ea		
20.	20	4' White Vinyl Fence	30	LF		
21.	21	6' White Vinyl Fence	218	LF		
22.	22	Archaeological Site Monitoring	1	LS		

TOTAL

VI. TERMS AND CONDITIONS

VI.A Definitions and Terms

The terms used in this specification are defined as follows:

OWNER: City of New Smyrna Beach

ENGINEER: For this project, reference to the Engineer shall refer to the City Engineer, Kyle Fegley, P.E. or his designee .

CONTRACTOR: The person, firm or corporation with whom this Contract is executed by the Owner.

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.

SURETY: Any person, firm or corporation that has executed as Surety.

CONTRACT: The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.

SPECIFICATIONS: The detailed written description of the work.

DRAWINGS: The drawings listed and described in the Contract Documents.

PROJECTS: The entire construction, installation or work to be performed as set forth in the Contract Documents.

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 any and all other forms of notices or claims by the Contractor to the Owner must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the contractor to the Owner.

VI.B Contract Documents

Component Parts of the Contract are provided in the Construction Contract, which is available as an Attachment to this solicitation.

VI.C Drawings

General:

The general Character and scope of the work are illustrated by the drawings titled as follows:

ITB 12-20-CIP - Jefferson Street Parking Lot Construction

CITY OF NEW SMYRNA BEACH, FLORIDA

Checking of Drawings and Dimensions:

1. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Owner, in writing, of any discrepancies. Anything shown on the drawings and not mentioned in the specifications, or mentioned in the specifications and not shown on the drawings, shall be of like effect as if shown or mentioned in both.
2. Figures marked on the drawings shall, in general, be followed in preference to scale measurements. Large-scale drawings shall, in general, govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before layout out the work and shall be responsible for any errors, which might have been avoided thereby. When the type of equipment selected affects dimensions on the drawings, the Contractor shall adjust such dimensions as conditions may require.

Copies of Drawings and Specifications Furnished:

The Owner shall furnish to the Contractor and electronic file of drawings and specifications necessary for the execution of the work. One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.

VI.D Notice to Proceed

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with the Notice to Commence work. The Notice to Proceed shall include the time for completion. The Contractor shall begin construction operations at the site within ten (10) days after the date of such notice. The contact time shall begin ten (10) days after the date of the Notice to Proceed.

VI.E Preconstruction Conference

Prior to starting the work, a preconstruction conference shall be held to review the work schedules, to establish procedures for processing periodical pay estimates, and such other matters as may be pertinent to the project.

VI.F Progress and Control of the Work

Schedules and Progress Reports:

The Contractor must submit a proposed schedule of the work at the preconstruction conference. The purpose of this schedule is to enable the Owner to govern the work. To protect the functions of the local government and its citizens and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided such rescheduling is in accord with the reminder of the terms of this Contract. The schedule shall show, as a minimum,

the approximate dates on which each segment of the work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Engineer, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work. Under the Contract, stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Engineer's review and approval. The Engineer for daily traffic control may require additional, more detailed schedules.

Approval of Subcontracts:

1. The Contractor shall, as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of subcontractors, including material suppliers proposed for the work, and shall not employ any that have not been approved by the Owner.
2. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of person's payment selected, the Contractor shall adjust such dimensions as conditions may require.
3. Nothing contained in the contract Documents shall create any contractual relation between any subcontractor and the Owner.
4. The Contractor shall furnish the Owner copies of all Contract entered into with subcontractors for performance of any work identified in the Contract Documents.

Prosecution of Work:

1. The work shall be prosecuted at such time and in or on such part or parts of the project with such forces of workmen, materials, and equipment as may be ordered by the Engineer, in writing, to complete the project as contemplated in the drawings, specifications, Contract, and schedules. If, at any time, the materials and equipment to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work, and the Contractor shall conform to such an order. The failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.
2. Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work shall be in first-class and acceptable condition within the Contract time according to the schedule.

Workmanship, Material, and Workmen:

1. Unless otherwise stated in the detailed specifications, all workmanship, materials, and articles incorporated in the work covered by this Contract shall be of the most suitable

grade of their respective kinds for the purpose and acceptable to the Engineer. The Engineer shall decide the question of quality where the expression "or approved equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. When and to what extent required by the specifications or by the Engineer, the Contractor shall furnish the Engineer for methods of work, which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, materials, articles installed or used, or unusual methods of work used without such approval shall be at the risk of subsequent rejection.

2. The Engineer or the Owner may require the Contractor to remove from the work such employees as the Engineer or the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or who continued employment on the work is deemed to be contrary to the Owner's interest.

Delays and Extension of Time:

1. If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable causalities or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably be extended by the Owner.
2. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Owner within seven (7) days of the event or incident causing the delay and as otherwise provided by the definition of "notice", referenced in Definitions and Terms.
3. The article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

VI.G Rights and Responsibilities of the Owner During Construction

Surveys and Lands for Work:

1. The Owner shall provide the lands, upon which the work under this Contract is to be done;
2. Except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right-of-access to the same. The Owner shall furnish all land surveys for this project.

Use of Completed Portions:

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contact Documents.

The Owner's Right to Do Work:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Right to Retain Imperfect Work:

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specification, and if the Owner decides that nay part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of the Owner, on recommendation of the Engineer, shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable, and such retention shall not constitute a waiver by the Owner of the Contractor's obligation under the Contract.

Suspension of Work:

1. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, material, or equipment, or if the Contractor fails to comply with work schedules, the Owner or Engineer may order the contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of contract time shall be allowed for this suspension.
2. The Owner or Engineer may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor shall resume the work on the date so fixed. The Contractor shall be allowed an increase in contract price or an extension of the contract time directly attributable to any suspension if he makes a claim therefore as provided in Project and Control of the Work - Delays and Extension of Time.

Termination of the Contract:

1. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, or equipment, or if he disregards laws, ordinances, rules regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem

expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct or indirect cost of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner shall be determined by the Engineer and incorporated in a Change Order.

2. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.
3. Upon seven (7) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five (5%) percent over the cost incurred.

VI.H The Authority and Duties of the Engineer

Status of the Engineer:

The work shall be subject at all times to the review of the Engineer, or his authorized assistants. The Engineer shall decide any and all questions, which may arise as to the quality and acceptability of materials, furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. In case of differences between the drawings and specifications, the Engineer shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved. See definition of "Notice", referenced in Definitions and Terms.

Inspection and Examination of the Work:

1. The Engineer and his authorized assistants shall have free access to the work of the Contractor at any time for purposes of inspection, and shall be furnished by the Contractor with facilities to determine as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.
2. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project or any part thereof at any time. The number of inspectors shall be at the discretion of the Owner. The presence or absence of an inspector shall in

no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; not are any of his actions, authorized, to be so construed.

3. All materials shall be subject to inspection; examination and test by the Engineer at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into work. If the contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed under "Termination of the Contract".
4. Since no inspection, either final or interim, can be complete within itself, no final inspection, acceptance of work, materials or equipment of final or interim acceptance of same by the Owner, or certificate of Engineer, shall relieve the obligation of the Contractor to the Owner to do the work in a good workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

VI.I Work by Others

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall promptly connect and coordinate this work with theirs.

VI.J Changes

Compliance with Specifications and Drawings:

All specifications and drawings and terms of the Contract shall be strictly complied with by the Contractor except as specifically provided in these Contract Documents.

Changes in the Work:

1. The Owner, without invalidation the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extensions of time caused thereby shall be adjusted at the time of ordering such changes.
2. In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change

shall be made unless in pursuance of a written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered.

3. The value of any such extra work or change shall be determined in one or more of the following ways: (a) by contract unit prices or (b) by an agreed lump sum price. In the event that the contract unit prices are not available and a lump sum price is not agreed upon, then the value of the extra work shall be determined by (c) the actual cost of: Labor, including foremen;Materials entering permanently into the work; The ownership or rental cost of construction plant and equipment during the time of use on the extra work; Power and consumable supplies for the operation of power equipment; Insurance; Social Security, Old Age and Unemployment Contributions.
   As a result of the preceding requirements, a Change Order shall be prepared in a form to be approved by the Owner.
4. The value of the extra work or change shall be determined at the time that the Change Order is authorized and agreed upon. In the event that the Change Order is of such nature as to fall under a Contract unit price, the Contract unit price shall be the value of such extra work, whether representing a deletion, or an addition, and method (b) or (c) shall be employed only if there is not an applicable Contract unit price. To the cost under (c), there shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.
5. It is the Contractor's responsibility to notify this Surety of any changes affecting the general scope of the work or change in the Contact Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Owner.

VI.K Payments to the Contractor

Monthly Payments to the Contractor:

The Contractor shall plan his work for construction on the basis of monthly pay periods. So long as the work is prosecuted in compliance with the provisions of the contract, the Contractor shall, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Engineer, of the proportionate value of the work done, items and locations of the work performed up to and including the last day of the period then ending. No Payment shall be included in the Pay Request for stored materials. The Engineer shall then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Engineer do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Engineer shall be binding. The amount of said estimate, after deducting the Retainage and all previous payments, shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

Contractor's Warranty of Title:

1. The Contractor warrants and guarantees that title to all work, materials and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens: in these General Conditions).
2. The Contractor agrees to furnish an affidavit stating that all laborers, material men and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien, as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work.

Correction of Work Before Final Payment:

1. The Contractor shall promptly remove from the premises all material condemned by the Engineer as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other Contracts destroyed or damaged by such removal or replacement.
2. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within teen (10) days' time thereafter, the Owner may, upon the (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceed thereof after deduction all the cost and expenses that should have been borne by the Contractor.

Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof. In addition thereto, in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, should any subcontractor refuse to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify that payments are made. The Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all interest and a reasonable attorney's fee.

Final Inspections:

When the Contractor has completed the work in compliance with the terms of Contract Documents, he shall notify the Engineer in writing that the project is ready for final inspection. The Engineer shall then advise the Contractor as to the arrangements for final inspection and what work, if any, is required to prepare the project or a portion thereof for final inspection. When the Engineer determines the project or portion thereof is ready for final inspection, he shall perform the same. Upon completion of the final inspection, the Engineer shall prepare a list

of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said final inspection. When all such errors have been corrected, a final re-inspection shall be made. The process shall be repeated until, in the opinion of the Engineer, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonable be observed and determined under the conditions governing and restricting said final inspection. The Engineer shall, pursuant to such inspection and re-inspection, certify to the Owner as to the completion of the final inspection. It is understood that the certification covers only those items which can be physically inspected, and the Engineer's certification indicates compliance within the standards of the construction industry, as interpreted by the Engineer.

Final Acceptance:

When the Engineer shall certify to the Owner as to the completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's legal advisors that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner of complete compliance with all terms of the Contract. When the Owner has satisfied himself as to compliance with the terms of the Contract, and has received certification of final inspection, he shall notify the Contractor of final acceptance by the Owner. The date of final acceptance shall be assumed as the date of final completion of the project, unless the Owner, with the Contractor, has made previous agreement.

Final Payment:

When the Owner has made final acceptance, the Engineer shall then review the amount of final request for payment and certify the amount of this approval. Upon approval by the Engineer, the Owner shall make final payment of the contract amount, plus all approved additions, less approved deductions and previous payments made.

Termination of Contractor's Responsibility:

The Owner shall consider the Contract complete when all work has been finished, the final Inspection certified by the Engineer, and the project finally accepted in writing. The Contractor's responsibility shall then terminate except as otherwise required and set out in the Contract Documents.

VI.L Warranty and Guarantee Provisions

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in the Contract shall be, and the same is hereby guaranteed and warranted by the Contractor for a period of one (1) year from written final acceptance by the Owner as defined here in to be free from defects due either to faulty materials, equipment and/or faulty workmanship, and all materials, equipment and /or workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and

functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, and/or workmanship within the period of the guarantee. Any part of the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guarantee provisions create no limitations on the Owner as to any claims or actions for breach of guarantee or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to, and shall not limit any other rights, remedies or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. This Contract is governed by the Laws of the State of Florida.

VI.M Existing Underground Utilities

Representation of underground utilities is shown from information received from the various utility owners. The locations or elevations of utilities are not represented to be exact, and are shown for the convenience of the Contractor. The Contractor shall contact the utility owner concerned for any available additional information, and coordinate his construction activities accordingly. The utilities known to exist are listed in the Supplemental General Conditions, along with a list of their Owners. Any cost incurred for the protection of and/or damages to existing underground utilities shall be considered as part of the applicable Contract price for stage excavation and backfill and no additional compensation shall be paid to the Contractor. If, in the judgment of the Engineer, it is impossible to construct a given improvement in the location shown on the drawings as a result of underground utility or utilities, either the utility owner shall move the existing underground utility, or an appropriate Change Order shall be executed for the moving by the Contractor.

The following is a list of utilities, which may be located within the public rights-of-way of the City of New Smyrna Beach:

Gas Mains – Florida Public Utilities Company

Electric and Power Lines and Underground Cable - Utilities Commission, City of New Smyrna Beach

Telephone Lines and Underground Cable - Bell South Telephone Company

Water Mains and Sanitary Sewers - Utilities Commission City of New Smyrna Beach, Florida

Storm Sewers - City of New Smyrna Beach, Florida

Cable TV and Underground Cable - Bright House Network

VI.N Claims and Damages

Requirement for Notice:

Any requirements of the Contract Documents (or) for notice of direction by the Owner shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of “Notice”, referenced in "Definitions and Terms".

Claims for Extra Cost:

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice on a form to be furnished by the Engineer within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency of endangering life or property. A decision by the Engineer shall then be made as specified in Para. 9.1 of this division. If this decision requires a Change Order, the procedure shall be as provided for in Changes in the Work, Paragraph 12.2 of this Section. See definition of “Notice”, referenced in "Definitions and Terms". No claim shall be valid unless so made.

Claims for Damages:

Any claims for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by a Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition of “Notice”, referenced in "Definitions and Terms".

Liquidated Damages:

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work on which there has been delay. In such event, the Owner may take over the work and persecute the same to completion by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor’s right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work, and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor’s right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work, and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall pay to the Owner the sum specified in the Supplemental General Conditions as fixed, agreed, and liquidated damages for each calendar day of the delay until the work is finally accepted by the Owner, and the Contractor and his Sureties shall be liable for the amount thereof.

Additional Owner Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expenses of engineering supervision and inspection furnished by the Owner shall be at the expense of the Contractor and /or his Surety. Such engineering expense shall be considered to be equal to the job payroll of the owner plus One Hundred Fifty (150%) Percent thereof for overhead, plus on-the-job mileage. Such engineering expense shall be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

VI.O Interpretation of Contract

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.

VI.P Save Harmless Clause

The Contractor covenants and agrees to indemnify and save harmless the Owner, and to defend him from all costs, expenses, damages, attorney's fees, injury or loss, to which the Owner may be subject by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agents or assigns.

VI.Q Royalties and Patents

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patented right and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred therefore.

VI.R Clean-Up

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean-up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents, and works at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designed for alteration by the contract Documents shall be restored to their original condition as nearly as possible.

VI.S Sanitary Regulations

Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the Owner. These conveniences shall

be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance.

VI.T Inspection and Testing of Materials and Equipment

The Contractor shall pay for all laboratory tests required at the project site or for laboratory tests required on material already delivered to the site. Copies of test or certifications on pipe, brick or other materials made at the factory shall be furnished in triplicate to the Engineer. The Engineer shall approve test reports on equipment before the equipment covered by the test is delivered to the project site. Test requirements are set out in the detailed specifications for the particular material.

VI.U Safety and Health Regulations

1. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54).
2. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

VI.V Liquidated Damages

The amount of and provision for liquidated damages as specified in this solicitation and as otherwise set forth in the Contract Document, shall be Two Hundred Fifty ($250) DOLLARS FOR EACH CALENDAR DAY of the delay until the work is completed or accepted. Said amount is agreed upon because the injury that the Owner may sustain by reason of contracting breach would be impossible to ascertain or estimate; such sum is agreed upon as liquidated damages and is intended as compensation for the injury suffered by the Owner, rather than as a penalty.

VII. INSURANCE REQUIREMENTS

Contractor's and Subcontractor's Insurance Requirements

VII.A Type of Insurance

Workers Compensation Florida Statutory Coverage

Waiver of Subrogation

Commercial General Liability Each Occurrence $1,000,000

Occurrence Basis General Aggregate $2,000,000

Blanket Contractual Liability Premises - Operations $1,000,000

Waiver of Subrogation Products & Completed Ops $1,000,000

City Additional Insured Personal and Adv Ini $1,000,000

Independent Contractors

Property Damage - Each Occurrence $ 500,000

Aggregate $ 500,000

Fire Damage $ 50,000

Auto Liability Combined Single Limit $1,000,000

Any Auto Bodily Injury (Per Person) $ 1,000,000

Contractor, its subcontractors & independent contractors shall name City as Additional Insured Bodily Injury (Per Accident) $ 1,000,000

Property Damage (Per Accident) $ 500,000

Note: If contractor does not have "Coverage Symbol 1: Any Auto," contractor is limited to the use of covered autos only.

THE INSURANCE SHALL NAME THE OWNER AS AN ADDITIONAL INSURED.

VII.B Cancellation

Thirty (30) days written notice of cancellation is required to:

Certificate Holder:

City of New Smyrna Beach

210 Sams Avenue

New Smyrna Beach, FL 32168

ATTN: Purchasing Coordinator

VII.C Workmen's Compensation Insurance

The Contractor shall procure and shall maintain during the life of this Contract. Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation statue, the Contractor shall provide and shall cause each subcontractor to provide employer's general liability insurance for the protection of such of his employees not otherwise protect under such provisions.

VII.D Contractor's Public Liability and Property Damage Insurance

The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability and Property Damage Insurance naming the Owner as an additional insured in the amounts not less than those specified in the Supplemental General Conditions. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.E Subcontractor's Public Liability and Property Damage Insurance

The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the amount specified for the Contractor naming the contractor and Owner as the Additional Insured. A certificate of such insurance is to be filed with the Owner before any work begins.

VII.F Scope of Insurance and Special Hazards

The insurance required in this solicitation shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against and of the special hazards which may be encountered in the performance of this Contract.

VII.G Proof of Carriage of Insurance

The Contractor shall furnish the Owner with satisfactory proof of carriage of the insurance as required above.

VII.H Subcontractor Insurance Requirements

The Contractor shall either (a) require each Subcontractor to procure and maintain during the life of the Subcontractor, the Subcontractor's Public Liability and Property Damage of the type and in the same amounts as in the preceding paragraphs; or (b) insure the activities of the Subcontractors in his own policy.

VII.I Additional Insurance Requirements

The insurance required in the preceding paragraphs shall also provide adequate protection against the following special hazards if applicable:

1. Property damage arising out of blasting or explosions;
2. Property damage arising out of collapse of, or structural injury to any building, caused by grading, excavating, burrowing or filling.

3. Property damage below the surface of the ground including the destruction of wires, conduits, pipe, water mains, sewers and gas mains by digging or burrowing by any mechanical device.
4. The Contractor shall furnish the Owner with satisfactory proof of coverage of the insurance required.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

VIII.A Public Records

All material submitted regarding this ITB becomes the property of the City. ITB documents may be reviewed by any person ten (10) days after the public opening. The Professional Consultant 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 RFQ 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.

VIII.B Contractor's Representative

The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

VIII.C Contractor's Understanding

1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the persecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
2. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or above-ground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly check the accuracy of the information, Any work done after such discovery, until any necessary changes are authorized, shall be done at the Contractor's risk. See definition of "Notice", referenced in "Definitions and Terms".
3. If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

VIII.D Quality of Material, Equipment or Work

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work,

whether known or unknown to the Owner, shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner at no cost to the Owner.

VIII.E Permits, Licenses, Taxes and Regulations

1. All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.
2. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph 13, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation. See definition of “Notice”, referenced in "Definitions and Terms".

VIII.F Protection of Work, Persons and Property

1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions. He shall provide reasonable maintenance of traffic ways for public and preservation of the continuation of the Owner’s business, taking into full consideration all local conditions. He shall comply with the Florida Dept. of Commerce Safety Regulations and any local safety regulations.
2. In case of failure on the part of the Contractor to promptly restore damages property, or make good such damage or injury, the Owner may, after 48 hour notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof shall be deducted from any monies due or which may become due the Contractor under this Contract.

VIII.G Scope of the Contractor’s Service

1. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.
2. The Contractor shall furnish free of charge all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structure, slopes and other

controlling points necessary for the proper prosecution of the construction work. The Engineer shall check the stakes, as set, before construction is commenced. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the work. The Contractor shall be held responsible for the preservation of all stakes, marks, and, if for any reason, any of the stakes, marks or batter boards becomes destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

VIII.H Responsibility for the Work

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner and/orfinal recommendation of the Engineer, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages cause by force or violence of the elements or any cause whatsoever provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault, or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

VIII.I Contractor's Right to Terminate

If the work should be stopped for a period of three (3) months, under any order of any court, or public authority, other than by the Owner, through no act of fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

VIII.J Removal of Equipment

In the case of annulment of this Contract before completion, from any cause, except that stated in "Contractor's Right to Terminate, the Contractor, if notified to do so by the Owner, shall promptly remove any part of all of his equipment and supplies at the expense of the Contractor.

VIII.K Contractors and Subcontractors

1. Contractors and all subcontractors shall maintain financial records and reports relating to funds paid to any parties for work on the matters which are the subject of this project and submit reports to the Division of Economic Development, State of Florida, or the Owner.
2. Contractors and all subcontractors shall maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures and practices which sufficiently and properly reflects all costs of any nature expended in the performance of the contract, and retain said copies for a period of three (3) years after termination of the contract.

3. All subcontracts shall include the aforementioned audit and record keeping requirements.

IX. VENDOR QUESTIONNAIRE

IX.A Business Name and Address*

By submitting this response, you hereby designate the business name and address listed here as the office to which notices may be delivered or mailed.

*Response required

IX.B Solicitation Document Review*

The bidder hereby represents that he has carefully examined the drawings and the Contract, including all Contract Documents, and shall execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined and that he shall be held responsible for having heretofore examined the site, the location and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the ground water conditions, and all other physical characteristics of the work, in order that he may include the prices which he bid, all costs pertaining to the work and hereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructs which shall be encountered in doing the proposed work.

☐ Please confirm
*Response required

IX.C Addenda*

To confirm that you have received and read all Addenda related to this solicitation, please type the Addenda numbers here (i.e. "1,2,3"). If there were no Addenda, type "N/A"

*Response required

IX.D Bid Bond*

Each bid shall be accompanied by a certified cashier's check, or bid bond, in the amount of five (5%) percent of the total bid price, payable to City of New Smryna Beach, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bidder shall guarantee the total bid price for a period of 60 days from the date of the bid opening.

Please scan and upload a copy of your bid bond/cashier's check. Bidder must also MAIL bid guarantee with a postmarked date no later than Sep 22, 2020 addressed to:

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

Please have the Bidder Name, Contract Title ("Jefferson Street Parking Lot Construction"), and Contract Number ("ITB 12-20-CIP") listed clearly on the outside of the envelope.

☐ Please confirm
*Response required

IX.E Bid Bond*

Please upload the required bid security documents here.

*Response required

IX.F Contract Execution, Payment Bond, Performance Bond, and Certificate(s) of Insurance*

The contract shall be executed by the successful bidder and shall be returned, together with the Payment Bond, Performance Bond and Certificate(s) of Insurance to City of New Smryna Beach so that it is received within 14 working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

☐ Please confirm
*Response required

IX.G Required Documents*

Please upload as one (1) PDF document, your COMPLETED documents here, which include the following:

1. Affidavit
2. Warranty of Title
3. Reference Form

*Response required

IX.H All Other Required Forms*

Please upload all other COMPLETED required forms, which may include, but are not limited to:

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Construction Contract

*Response required

			4C'S Trucking & Excavation, Inc.			D&W Paving, Inc.			GPS Civil Construction, Inc.			Halifax Paving Inc.			P & S Paving, Inc.			W.T.Comp Inc		
Selected	Description	Unit of Measure	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total	Quantity	Unit Cost	Total
TRUE	Mobilization	LS	1	$5,000.00	$5,000.00	1	$10,750.00	$10,750.00	1	$24,900.00	$24,900.00	1	$30,000.00	$30,000.00	1	$14,900.00	$14,900.00	1	$40,000.00	$40,000.00
TRUE	Preconstruction Video/ Asbuilt survey	LS	1	$11,000.00	$11,000.00	1	$6,024.00	$6,024.00	1	$3,300.00	$3,300.00	1	$3,000.00	$3,000.00	1	$14,700.00	$14,700.00	1	$3,500.00	$3,500.00
TRUE	Maintenance of Trafic	LS	1	$1,500.00	$1,500.00	1	$750.00	$750.00	1	$1,100.00	$1,100.00	1	$5,000.00	$5,000.00	1	$2,970.00	$2,970.00	1	$5,500.00	$5,500.00
TRUE	Clear, Grub, Demo, Excavate, Sub-base compaction,final Grading	LS	1	$20,163.00	$20,163.00	1	$21,250.00	$21,250.00	1	$12,900.00	$12,900.00	1	$27,000.00	$27,000.00	1	$33,200.00	$33,200.00	1	$42,500.00	$42,500.00
TRUE	Silt Fence/ Construction Enterance	LS	1	$4,000.00	$4,000.00	1	$3,800.00	$3,800.00	1	$4,170.00	$4,170.00	1	$4,000.00	$4,000.00	1	$6,000.00	$6,000.00	1	$2,500.00	$2,500.00
TRUE	Tree Protection	LF	143	$4.75	$679.25	143	$5.00	$715.00	143	$6.00	$858.00	143	$5.00	$715.00	143	$8.00	$1,144.00	143	$10.00	$1,430.00
TRUE	Stormwater Exfiltration System (StormTech SC-160)	LS	1	$84,005.00	$84,005.00	1	$75,175.00	$75,175.00	1	$74,600.00	$74,600.00	1	$55,000.00	$55,000.00	1	$99,000.00	$99,000.00	1	$115,000.00	$115,000.00
TRUE	4' Diameter Manhole (0'-6')	EA	1	$2,439.00	$2,439.00	1	$2,715.00	$2,715.00	1	$10,390.00	$10,390.00	1	$2,800.00	$2,800.00	1	$3,300.00	$3,300.00	1	$5,500.00	$5,500.00
TRUE	12" RCP CLASS III	LF	96.8	$144.00	$13,939.20	96.8	$30.75	$2,976.60	96.8	$70.00	$6,776.00	96.8	$150.00	$14,520.00	96.8	$57.00	$5,517.60	96.8	$80.00	$7,744.00
TRUE	18" RCP CLASS III	LF	17.6	$230.75	$4,061.20	17.6	$78.50	$1,381.60	17.6	$90.00	$1,584.00	17.6	$250.00	$4,400.00	17.6	$142.00	$2,499.20	17.6	$120.00	$2,112.00
TRUE	Concrete Jacket as per plans	EA	4	$1,750.00	$7,000.00	4	$1,275.00	$5,100.00	4	$320.00	$1,280.00	4	$2,000.00	$8,000.00	4	$969.00	$3,876.00	4	$1,500.00	$6,000.00
TRUE	TYPE "C" INLET (4' depth)	EA	2	$2,119.50	$4,239.00	2	$2,200.00	$4,400.00	2	$2,400.00	$4,800.00	2	$2,500.00	$5,000.00	2	$2,510.00	$5,020.00	2	$5,500.00	$11,000.00
TRUE	Road Base, 6" Recycled Concret	SY	1369.5	$15.50	$21,227.25	1369.5	$22.50	$30,813.75	1369.5	$16.00	$21,912.00	1369.5	$15.00	$20,542.50	1369.5	$17.00	$23,281.50	1369.5	$25.00	$34,237.50
TRUE	Concrete Type D Curb	LF	440	$16.85	$7,414.00	440	$9.00	$3,960.00	440	$13.50	$5,940.00	440	$16.00	$7,040.00	440	$13.00	$5,720.00	440	$22.00	$9,680.00
TRUE	5'x 4" Concrete Sidewalk	LF	50.6	$38.00	$1,922.80	50.6	$38.00	$1,922.80	50.6	$33.00	$1,669.80	50.6	$38.00	$1,922.80	50.6	$31.00	$1,568.60	50.6	$45.00	$2,277.00
TRUE	6" Plain Concrete PAVT	SY	1369.5	$44.75	$61,285.13	1369.5	$44.25	$60,600.38	1369.5	$39.00	$53,410.50	1369.5	$42.00	$57,519.00	1369.5	$49.00	$67,105.50	1369.5	$75.00	$102,712.50
TRUE	Striping and Signage	LS	1	$2,005.00	$2,005.00	1	$2,000.00	$2,000.00	1	$1,920.00	$1,920.00	1	$2,000.00	$2,000.00	1	$1,800.00	$1,800.00	1	$4,500.00	$4,500.00
TRUE	Landscape/ Irrigation	LS.	1	$20,552.80	$20,552.80	1	$16,250.00	$16,250.00	1	$18,600.00	$18,600.00	1	$20,000.00	$20,000.00	1	$18,600.00	$18,600.00	1	$8,500.00	$8,500.00
TRUE	Lighting	Ea	2	$6,375.00	$12,750.00	2	$2,400.00	$4,800.00	2	$4,840.00	$9,680.00	2	$15,000.00	$30,000.00	2	$5,300.00	$10,600.00	2	$5,500.00	$11,000.00
TRUE	4' White Vinyl Fence	LF	30	$23.00	$690.00	30	$21.00	$630.00	30	$21.00	$630.00	30	$20.00	$600.00	30	$18.00	$540.00	30	$20.00	$600.00
TRUE	6' White Vinyl Fence	LF	218	$27.60	$6,016.80	218	$25.20	$5,493.60	218	$22.00	$4,796.00	218	$24.00	$5,232.00	218	$23.00	$5,014.00	218	$20.00	$4,360.00
TRUE	Archaeological Site Monitoring	LS	1	$1,750.00	$1,750.00	1	$3,200.00	$3,200.00	1	$4,950.00	$4,950.00	1	$2,000.00	$2,000.00	1	$3,300.00	$3,300.00	1	$21,500.00	$21,500.00
FALSE	**Total**				**$293,639.43**			**$264,707.73**			**$270,166.30**			**$306,291.30**			**$329,656.40**			**$442,153.00**

CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
VOLUSIA COUNTY, FLORIDA

This Agreement, dated this _____ day of _____, 20__, by and between

The **CITY OF NEW SMYRNA BEACH**, hereinafter called the **OWNER**, and _____

_____ (a corporation organized and existing

under the laws of the State of _____), (a partnership consisting of _____

_____), (an individual trading under the above name)

and hereinafter called the **CONTRACTOR,** is awarded as a result of solicitation **ITB 12-20-CIP Jefferson Street Parking Lot**

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 as follows:

ITB 12-20-CIP Jefferson Street Parking Lot
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:

Payment shall be made at the unit prices listed in the attached Bid Proposal for the actual completed quantity of each item, subject to additions and deductions as provided for in Section l2 of the General Conditions thereof.

ARTICLE III: Contract Time

The Contractor agrees to commence work within **Ten (10) DAYS** after the date of the Notice to Proceed letter and shall complete the work within **One Hundred Eighty (180)** consecutive calendar days thereafter.

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 ground water 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 **Two Hundred Fifty ($250.00) DOLLARS** for each consecutive calendar day thereafter until the work is completed, and as outlined in the Supplemental General Conditions.

ARTICLE VI: 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:

1. Advertisement for Bids
2. Information for Bidders
3. Bid Proposal
4. Bid Bond Form
5. Public Entity Crime Affidavit
6. Construction Contract
7. Performance/Payment Bond
8. Certificate of Compliance Re: Insurance
9. Warranty of Title
10. Addenda Nos. ____
11. General Conditions
12. Supplemental General Conditions
13. Construction Specifications
14. Contract Drawings

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: Construction

The headings and subheadings used throughout the Contract Documents are for convenience only and have no other significance in the interpretation of the body of the Contract Document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in three (3) counterparts, each of which shall for all purposes are deemed an original.

ATTEST:

_____ BY: _____

Kelly McQuillen – City Clerk (Date) Russ Owen, Mayor (Date)

(SEAL)

ATTEST:

_____ _____

(Contractor)

_____ _____

(Authorized Officer)

(**SEAL**, if by a Corporation)

APPROVED AS TO CORRECTNESS AND FORM:

BY: _____

City Attorney (Date)

_____

Purchasing Initials

END OF CONSTRUCTION CONTRACT

CITY OF NEW SMYRNA BEACH
BUDGET AMENDMENT / TRANSFER

DATE: 10/19/2020

DEPARTMENT/ORG: CRA/ Economic Development

TRANSFER FROM (SOURCE):

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET	AMOUNT REQUESTED	REVISED BUDGET
12551502-553098	Operating Reserve	430,324	(32,607)	$ 397,717 -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Total	(32,607)	397,717-

TRANSFER TO (USE):

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	CURRENT BUDGET	AMOUNT REQUESTED	REVISED BUDGET
12551502-583003	Development Assistance	515,000	32,607	$ 547,607 -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Total	32,607 -	547,607 -

REASON FOR REQUEST:

To increase a budget for Jefferson Street Parking Lot Construction (ITB 12-20-CIP).

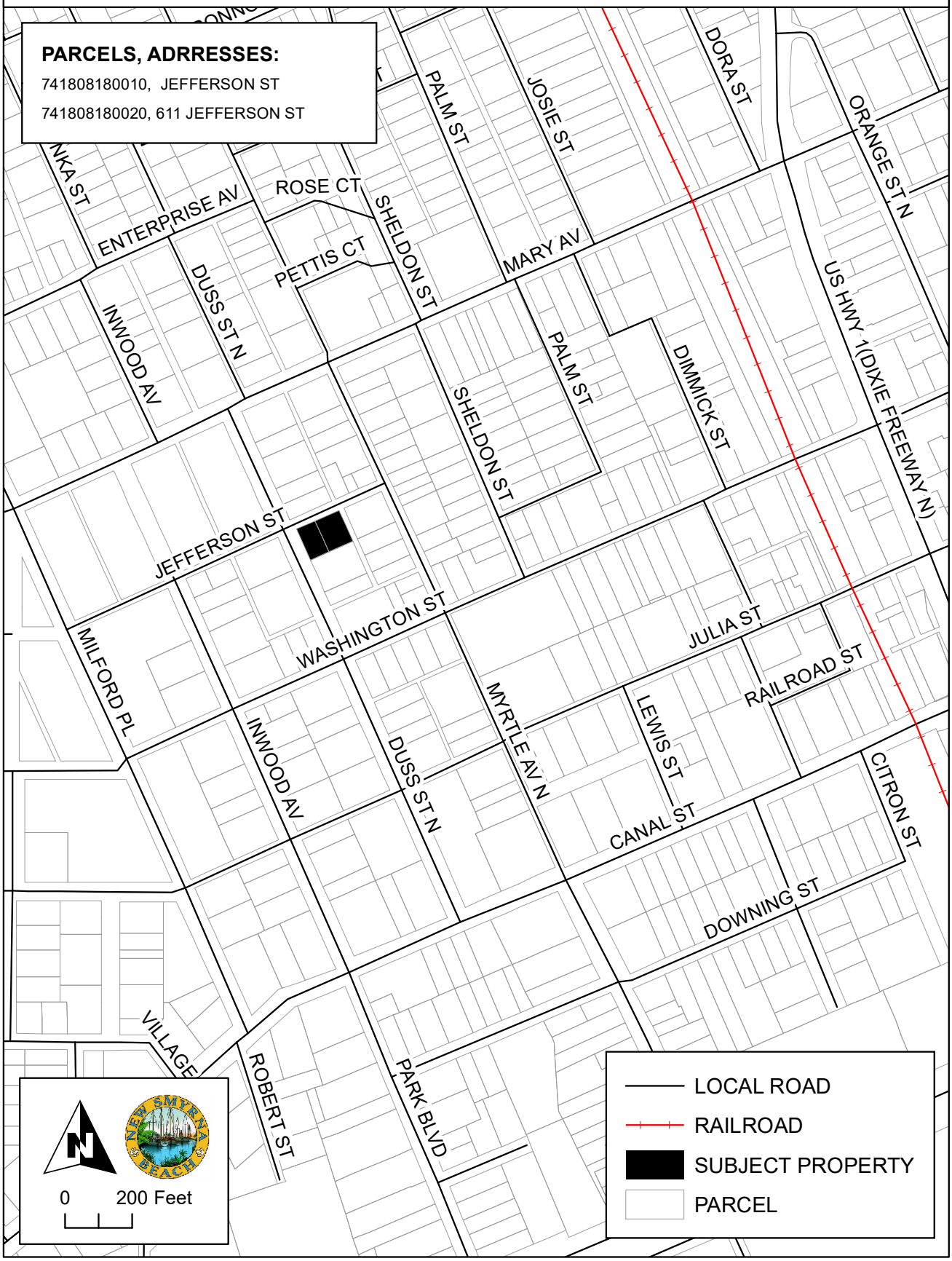
Submitted by: Chad Edel — **DATE:** 10/19/2020
Department Head

APPROVAL: N. Eckroth — **DATE:** 10/19/2020
Finance Director

Revision 09/30/19

G:\FINANCE\BUDGET AMENDMENT (TRANSFER) FORM

JEFFERSON STREET PARCELS LOCATION MAP



THE CITY OF NEW SMYRNA BEACH - FLEET MAINTENANCE

CONSIDER A REQUEST TO PURCHASE A 2021 FREIGHTLINER M2 STORM BASIN TRUCK FOR STORMWATER.

November 17, 2020

Background:

The Stormwater Department is requesting to purchase one (1) 2021 Freightliner M2 Storm Basin Truck. The city can purchase the vehicle for $389,930.00 utilizing the Florida Sheriff's Contract. SBL Freightliner is the awarded vendor for the cab and chassis. Southern Sewer Equipment is the awarded vendor for the sewer cleaning equipment. This is a replacement vehicle for a 2005 Ford Storm Basin Truck.

Recommend the purchase of one (1) 2021 Freightliner M2 Storm Basin Truck for Stormwater utilizing the Florida Sheriff's Contract.

Fiscal Analysis:

The cost of the vehicle is $389,930.00 utilizing the Florida Sheriff's Contract. Funds are available and will be taken out of 00151901.567717

Strategic Plan Item:

No

Staff Report Created By: Garrett McCafferty - Supervisor - Fleet Maintenance

Attachments:

Award_Letter_FSA20-EQU18.0.pdf
Award_Letter_FSA20-VEH18.0.pdf
freightliner chassis specs.pdf
VACCON FSA quote V311LHA1000.pdf
Freightliner Quote.docx
vaccon highlighted specs.pdf

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519
p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems

BID AWARD

CONTRACT

FSA20-VEH18.0

HEAVY TRUCKS

Contract Term:
October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893
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p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEH18.0 Heavy Trucks

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 102 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 40 submitted bids for heavy trucks and 33 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Trucks:

1. Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Chrysler Jeep Dodge of Wauchula
3. Asbury Automotive Group DBA: DBA: Courtesy Chrysler, Jeep Dodge
4. Bozard Ford
5. BYD Motors
6. Coggin Buick GMC
7. Coggin Chevrolet
8. Container Systems & Equipment Co., Inc.
9. DeLand Truck Center
10. Duval Chevrolet
11. Duval Ford
12. Four Star Freightliner
13. Garber Chevrolet Buick GMC, Inc.
14, Garber Chrysler Dodge Truck, Inc.
15. General GMC Truck Sales & Service, Inc.
16. Kenworth of Central Florida
17. Kenworth of Jacksonville
18. Kenworth of South Florida
19. Maudlin International Trucks
20. Nextran
21. Orlando Freightliner
22. Palm Fire Rescue Group DBA: Palm Peterbilt Truck Centers
23. Palmetto Ford Truck Sales, Inc.
24. Rechtien International Trucks, Inc.
25. Rush Truck Centers of Florida
26. SBL Freightliner, LLC.
27. Stingray Chevrolet
28. Sun State International Trucks, LLC.
29. Tampa Truck Center
30. Ten-8 Fire Equipment, Inc.
31. The Broyhill Manufacturing Company
32. Truckmax Isuzu
33. Truckmax, Inc

Stormwater

FSA20-VEH18.0, Heavy Trucks

Group: CAB AND CHASSIS TRUCKS: 52,000 LB GVWR Cab & Chassis Truck 4X6

Item: 73, Freightliner, M2, 112

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	SBL Freightliner, LLC	$59,750.00	Build	Options
	Alternate	Orlando Freightliner	$68,188.00	Build	Options
	Alternate	Tampa Truck Center	$73,129.00	Build	Options
Northern	Primary	SBL Freightliner, LLC	$61,750.00	Build	Options
	Alternate	Orlando Freightliner	$68,188.00	Build	Options
	Alternate	Tampa Truck Center	$73,129.00	Build	Options
Central	Primary	SBL Freightliner, LLC	$59,750.00	Build	Options
	Alternate	Orlando Freightliner	$68,188.00	Build	Options
	Alternate	Tampa Truck Center	$73,129.00	Build	Options
Southern	Primary	SBL Freightliner, LLC	$57,750.00	Build	Options
	Alternate	Orlando Freightliner	$68,188.00	Build	Options
	Alternate	Tampa Truck Center	$73,129.00	Build	Options

FSA 73 52,000 C&C OPTIONS LIST PAGE 1 LOU BACHRODT FREIGHTLINER

CODE	DESCRIPTION	PRICE
1	64,000 GVW PCK WITH ALLISON AUTO TRANSMISSION	$39,500
2	64,000 GVW PCK WITH ALLISON AUTO TRANSMISSION OPTIONS REQUIRING SD114 CAB	$41,500
3	66,000 GVW PCK WITH ALLISON AUTO TRANSMISSION	$45,900
4	66,000 GVW PCK WITH ALLISON AUTO TRANSMISSION OPTIONS REQUIRING SD114 CAB	$50,900
5	64,000 GVW PCK WITH ALLISON AUTOMATIC TRANS AND X12 ENGINE	$45,900
6	58,000 GVW PCK WITH ALLISON AUTO TRANSMISSION	$37,500
7	66,000 GVW SEWER CLEANER PCK 1 WITH ALL OPTIONS FOR SEWER TANK INSTALLATION	$44,900
8	SEWER CLEABER PCK #2 SA	$36,100
9	SEWER CLEANER PCK #3 450 HP ENG.	$53,800
10	DIFFERENCIAL LOCK BOTH REAR AXLES	$1,200
11	VERTICAL EXHAUST	$790
12	PUSHER AXLE WITH TIRES AND WHEEL	$10,900
13	CONFORT PCK ELECT. WINDOWS AND DOOR LOCKS, TILT WHL, AIR SEATS, POWER MIRRORS	$1,230
14	SAFETY KIT, FIRE EXTINGUISHER AND TRIANGLES	$290
15	46,000 2-SPEED REAR AXLE AND SUSPENSION, TIRES AND WHEELS.	$8,900
16	46,000 2- SPEED REAR AXLE AND CHALMERS SUSPENSION, TIRES AND WHEELS	$15,400
17	RIGHT HAND STANDUP DUAL DRIVE CONVERSION	$27,900
18	ALUMINUM WHEELS FRONT AND REAR	$25,600
19	FRONT PTO 1310 OR 1350	$1,200
20	FRONT FRAME EXTENSION 12 OR 24 INCH	$600
21	CREW CAB	$11,900
22	SUPER CAB	$7,000
23	FRONT DRIVE AXLE	$29,900
24	TOW PACKAGE WITH PINTLE WITH AIR AND ELECTRIC TO END OF FRAME	$3,900
25	12/14 YARD STEEL DUMP BODY, REQUIRES 64,000 GVW PCK AT ADDITIONAL COST	$23,900
25	18/29 TARD STEEL DUMP BODY REQUIRES 66,000 GVW PCK AT ADDITIONAL COST	$25,500
26	21/23 YARD ALUMINUM DUMP BODY REQUIRES 66,000 GVW PCK AND PUSHER AXLE,	$37,900
27	20FT 32 YARD STEEL TRASH DUMP BODY ,ELECTRIC TARP,TWIN BARN DOORS, REQUIRES 66,000 GVW PCK AT ADDITIONAL COST	$25,600
28	6 STROBE LIGHTS	$1,250
29	TOOL BOX FRAME MOUNTED	$980
30	DUMP VIBRATOR	$1,290
31	ALUMINUM DUMP BODY IN LIEU OF STEEL	$10,500
32	BACKUP CAMERA	$1,650
33	TWO WAY AIR TAILGATE	$1,450
34	HIGH LIFT AIR TAILGATE	$1,980
35	PETERSON ATLAS LOADER AND 2240 HARDOX TRASH BODY REQUIRES 64,000 GVW PCK.	$103,900
36	PETERSON- ELECTRIC GOAL POST LOAD COVER	2,450
37	PETERSON- SINGLE PIECE REAR DOOR	2,490
38	PETERSON- AMBER LED STROBES IN REAR	$790
39	PETERSON-BACKUP REAR CAMERA	$2,550
40	GALBREATH OR GALFAB ROLLOFF WITH TARP, REQUIRES 66,000 GVW PCK AT ADDITIONAL COST	$54,900
41	PALFINGER A-LINE LOADER M13A 44YARD BODY, JOYSTICKS REQUIRES 66,000 GVW PCD	$124,500
42	PALFINGER S260L 130 CANAL CRANE PCK WITH JOYSTICKS,22FT MPHD BEAU ROC BODY 44 CU.YD.DUMP HOIST, REQUIRES 66,000 GVW PCK AT ADDITIONAL COST	$189,500
43	CARDINAL CLASSIC REAR CANOPY STYLE 4000 GAL TANKER, REQUIRES 66,000 GVW PCK	$94,600

Southern Sewer Equipment Sales

800-782-4134 • 772-595-6940 • FAX 772-595-9171

www.southernsewer.com "A Certified MBE Woman Owned Business"

Mr. Garrett McCafferty
City of New Smyrna Beach
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
Via email: gmccafferty@cityofnsb.com

October 20, 2020

Dear Mr. McCafferty:

Please note: The Florida Sheriffs Contract has separate specifications for the Sewer Cleaner Body and Chassis. This proposal does not include the cost for the chassis.

Southern Sewer Equipment Sales is pleased to announce the opportunity for the City of New Smyrna Beach to purchase a new Vac-Con Sewer Combination Cleaner Body from the Florida Sheriff's Contract No. FSA20-EQU18.0, Specification #370.

The base Vac-Con model on Specification #370 includes the following items:

New Vac-Con Sewer Combination Cleaner Model V311HN/1000
11 Cubic Yard, 3/16" Corten Steel Debris Tank
Full Opening Rear Door
Hydraulic Rear Door Locks, with Door Grabber and Safety Latch
5" Butterfly Valve with 10' Layflat Hose
Minimum 50 Degree Tank Dumping, Power Up/Power Down
Hydraulic Scissors Lift
3 Stage Centrifugal Compressor
Automatic Vacuum Breaker and Overfill Protection
8" Vacuum Intake Hose
Boom Travel Tie Down
80 GPM @ 2500 PSI Water System
1000 Gallon Fresh Water Capacity, Polyethylene Tanks
Front Mounted Fixed Boom, 4 Way Hydraulic with 270 Degree Rotation & Joystick Controls
Front Mounted Fixed Hose Reel, 800' x 1" Capacity
400' of High Pressure Sewer Hose
30" Leader Hose
Hose Guide (Tiger Tail)
Wash Down Hand Gun, 20 GPM at 600 PSI with 25' of Hose and Nozzle
20' Aluminum Tubes with Quick Clamps
Sanitary Nozzle, Penetrator Nozzle
Fire Extinguisher
Triangle Kit
ICC LED lighting
Polyurethane Paint
12 Month Standard Warranty

Base Bid Price:	$212,264.00

Published Options:

Debris Body Options	
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	$819.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	$2,098.00
400 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	$11,438.00
Boom Options	
10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	$15,253.00
Hose Reel Options	
600' x 1" Hose Reel Capacity - ***DEDUCT***	-$2,804.00
Articulating Hose Reel	$15,071.00
Hose Footage Counter	$645.00
Dual Engine Power Options	
Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine to Operate Water Pump	$4,574.00
Auxiliary Engine Remote Oil Drain	$309.00
Water System Options	
50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose – *No Charge*	$0.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	$2,285.00
2 1/2" Water Drain Gate Valve Assembly	$328.00
Debris Body "Power Flush" System, 8 Jets	$2,163.00
Variable Flow Water System (Includes 2 Additional Nozzles)	$1,264.00
Water Pump Remote Oil Drain	$301.00
C70 Video Cleaning Nozzle: WiFi Connected Heavy Duty Camera with LED Lights, Protective Case, Tablet w/GPS, Pipeline Viewing Software, Jet Inserts and Battery Charger; Includes 2) Skids to Accommodate Pipe 1-6" and 1-8"	$21,374.00
Electrical Options	
Rear Camera System with Color Monitor (includes 1 camera)	$1,944.00
Back Up Alarm	$305.00
Low Water Alarm with Light	$566.00
Miscellaneous Machine Options	
Grate Lifting Hook	$497.00
Pipe/Tool Storage	
Steel Storage Box Behind Cab	$2,661.00
Vac-Con Factory Discount for C70 Video Nozzle - ***DEDUCT***	-$8,075.00

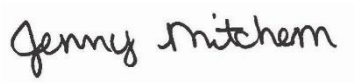
TOTAL PRICE FOR VAC-CON BODY: $285,280.00

Final Model After Options: V311LHA/1000

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriffs Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications must be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of New Smyrna Beach. Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,



Jenny Mitchem
Office Manager

FSA20-VEH 18.0 ITEN 73
SBL / LOU BACHRODT FREIGHTLINER LOW BID ON THIS SPEC

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

NEW SMYRNA BEACH CITY OF

VAC CON STOCK UNIT

3% DISCOUNT IF ORDERED

QUOTATION

114SD CONVENTIONAL CHASSIS

- SET FORWARD AXLE - TRUCK
- CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB-FT @ 1400 RPM
- ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
- RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
- HENDRICKSON RT463 @46,000# REAR SUSPENSION
- DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
- 20,000# FLAT LEAF FRONT SUSPENSION
- 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
- 6700MM (264 INCH) WHEELBASE
- 11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
- 2275MM (90 INCH) REAR FRAME OVERHANG
- 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

		PER UNIT	TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	$
EXTENDED WARRANTY		$	$
DEALER INSTALLED OPTIONS		$	$
CUSTOMER PRICE BEFORE TAX		**$**	**$**

TAXES AND FEES

FEDERAL EXCISE TAX (FET)		$	$
TAXES AND FEES		$	$
OTHER CHARGES		$	$

TRADE-IN

TRADE-IN ALLOWANCE		$ (0)	$ (0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$ 104,650**	**$ 104,650**

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

Customer: X_____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

S P E C I F I C A T I O N P R O P O S A L

	Description
Price Level	
	SD PRL-23D (EFF:01/21/20)
Data Version	
	SPECPRO21 DATA RELEASE VER 038
Vehicle Configuration	
	114SD CONVENTIONAL CHASSIS
	2021 MODEL YEAR SPECIFIED
	SET FORWARD AXLE - TRUCK
	STRAIGHT TRUCK PROVISION
	LH PRIMARY STEERING LOCATION
General Service	
	TRUCK CONFIGURATION
	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
	UTILITY/REPAIR/MAINTENANCE SERVICE
	GOVERNMENT BUSINESS SEGMENT
	LIQUID BULK COMMODITY
	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS
	MAXIMUM 8% EXPECTED GRADE
	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
	FREIGHTLINER LEVEL II WARRANTY
	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
	EXPECTED REAR DRIVE AXLE(S) LOAD : 46000.0 lbs
	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 66000.0 lbs
Truck Service	

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

	Description
	SEWER/INDUSTRIAL VACUUM BODY
	VAC CON
Engine	
	CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250 LB-FT @ 1400 RPM
Electronic Parameters	
	72 MPH ROAD SPEED LIMIT
	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
	PTO MODE ENGINE RPM LIMIT - 1200 RPM
	PTO MODE THROTTLE OVERRIDE - LIMIT TO 1400 RPM
	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
	PTO RPM WITH CRUISE SET SWITCH - 1200 RPM
	PTO RPM WITH CRUISE RESUME SWITCH - 1200 RPM
	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
	PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND
	TWO REMOTE PTO SPEEDS
	PTO SPEED 1 SETTING - 700 RPM
	PTO SPEED 2 SETTING - 700 RPM
	PTO MINIMUM RPM - 700
	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
	STANDARD OIL PAN
	OIL FILL AND DIPSTICK LOCATED FOR ENHANCED SERVICEABILITY
	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
POMPANO BEACH, FL 33064
Phone: 407-886-6704

	Description
	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
	BATTERY BOX FRAME MOUNTED
	STANDARD BATTERY JUMPERS
	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
	NON-POLISHED BATTERY BOX COVER
	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH WITH LOCKING PROVISION MOUNTED OUTBOARD DRIVER SEAT
	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF
	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
	INTEGRATED STACK AND B-PILLAR PIPE WITH MINIMUM STACK PROTRUSION ABOVE CAB
	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
	6 GALLON DIESEL EXHAUST FLUID TANK
	100 PERCENT DIESEL EXHAUST FLUID FILL
	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION

Prepared by:
Drew Ellison
LOU BACHRODT FREIGHTLINER
2840 CENTER PORT CIRCLE
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Phone: 407-886-6704

	Description
	STANDARD DIESEL EXHAUST FLUID TANK CAP
	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)
	HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE
	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED
	CUMMINS SPIN ON FUEL FILTER
	COMBINATION FULL FLOW/BYPASS OIL FILTER
	FLEETGUARD PLAIN COOLANT FILTER
	1300 SQUARE INCH ALUMINUM RADIATOR
	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
	RADIATOR DRAIN VALVE
	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION
	ELECTRIC GRID AIR INTAKE WARMER
	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH
Transmission	
	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

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	Description
	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED
	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME
	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
	CUSTOMER INSTALLED MUNCIE CS10 SERIES PTO
	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
	TRANSMISSION PROGNOSTICS - ENABLED 2013
	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)
Front Axle and Equipment	
	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	NON-ASBESTOS FRONT BRAKE LINING

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	Description
	CONMET CAST IRON FRONT BRAKE DRUMS
	FRONT BRAKE DUST SHIELDS
	FRONT OIL SEALS
	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
	STANDARD SPINDLE NUTS FOR ALL AXLES
	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
	STANDARD KING PIN BUSHINGS
	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
	POWER STEERING PUMP
	4 QUART POWER STEERING RESERVOIR
	OIL/AIR POWER STEERING COOLER MOUNTED ABOVE FRONT CLOSING CROSSMEMBER
	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
	20,000# FLAT LEAF FRONT SUSPENSION
	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
	NO FRONT SUSPENSION OPTIONS
	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
	5.63 REAR AXLE RATIO
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES
	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF

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	Description
	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
	NON-ASBESTOS REAR BRAKE LINING
	STANDARD BRAKE CHAMBER LOCATION
	CONMET CAST IRON REAR BRAKE DRUMS
	REAR BRAKE DUST SHIELDS
	REAR OIL SEALS
	BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
	STANDARD REAR AXLE BREATHER(S)
Rear Suspension	
	HENDRICKSON RT463 @46,000# REAR SUSPENSION
	HENDRICKSON RT/RTE - 7.19" SADDLE
	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
	54 INCH AXLE SPACING
	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
	FORE/AFT CONTROL RODS
Brake System	
	WABCO 4S/4M ABS
	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
	FIBER BRAID PARKING BRAKE HOSE
	STANDARD BRAKE SYSTEM VALVES
	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
	STANDARD U.S. FRONT BRAKE VALVE WITH ABS VALVES IN RAILS WITH RH HEAT SHIELDING
	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER

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	Description
	AIR DRYER MOUNTED OUTBOARD ON RH RAIL BACK OF CAB, MAXIMUM 20 INCHES BACK OF CAB PROTRUSION
	(1) 12 INCH STEEL AIR TANK MOUNTED ABOVE FRAME BACK OF CAB, 20 INCHES MAXIMUM BACK OF CAB PROTRUSION
	CLEAR FRAME RAILS (EXCEPT AIR DRYER) OUTBOARD BOTH RAILS BACK OF CAB TO REAR SUSPENSION
	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS
	METALLIC AIR MANIFOLD MOUNTED TO BACK OF CAB CROSSMEMBER WITH SIX 1/4 INCH FITTINGS AND 70 PSI PROTECTION VALVE
Trailer Connections	
	UPGRADED CHASSIS MULTIPLEXING UNIT
Wheelbase & Frame	
	6700MM (264 INCH) WHEELBASE
	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
	2275MM (90 INCH) REAR FRAME OVERHANG
	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH
	12 INCH INTEGRAL FRONT FRAME EXTENSION
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 180.32 in
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 177.32 in
	CALC'D FRAME LENGTH - OVERALL : 390.77
	CALCULATED FRAME SPACE LH SIDE : 99.01 in
	CALCULATED FRAME SPACE RH SIDE : 226.18 in
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 180.54 in
	SQUARE END OF FRAME
	FRONT CLOSING CROSSMEMBER
	STANDARD WEIGHT ENGINE CROSSMEMBER
	STANDARD MIDSHIP #1 CROSSMEMBER(S)
	STANDARD REARMOST CROSSMEMBER

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	Description
	STANDARD SUSPENSION CROSSMEMBER
Chassis Equipment	
	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
	GRADE 8 THREADED HEX HEADED FRAME FASTENERS INSTALLED WITH BOLT HEADS ON OUTSIDE OF FRAME
	DRILLING PREP FOR VAC-CON PER DRAWING #670-30226, REVISION C, 04/20/17
Fuel Tanks	
	100 GALLON/378 LITER ALUMINUM FUEL TANK - LH
	25 INCH DIAMETER FUEL TANK(S)
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
	FUEL TANK(S) FORWARD
	PLAIN STEP FINISH
	FUEL TANK CAP(S)
	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER
	EQUIFLO INBOARD FUEL SYSTEM
	AUXILIARY FUEL SUPPLY AND RETURN PORTS LOCATED ON LH FUEL TANK
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
	FUEL COOLER
Tires	
	BF GOODRICH CROSS CONTROL S 425/65R22.5 20 PLY RADIAL FRONT TIRES
	CONTINENTAL HDR2 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	

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	Description
	ALCOA LVL ONE 82462X 22.5X12.25 10-HUB PILOT 4.68 INSET 10-HAND ALUMINUM DISC FRONT WHEELS
	ALCOA LVL ONE 88267X 22.5X8.25 10-HUB PILOT ALUMINUM DISC REAR WHEELS
Cab Exterior	
	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
	AIR CAB MOUNTING
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
	FRONT FENDERS
	3-1/2 INCH FENDER EXTENSIONS
	LH AND RH GRAB HANDLES
	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL
	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS
	CHROME HOOD MOUNTED AIR INTAKE GRILLE
	FIBERGLASS HOOD WITH ACCESS HATCHES
	TUNNEL/FIREWALL LINER
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
	DUAL ELECTRIC HORNS
	SINGLE HORN SHIELD
	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME
	KEY QUANTITY OF 4
	REAR LICENSE PLATE MOUNT END OF FRAME
	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS
	LED AERODYNAMIC MARKER LIGHTS
	DAYTIME RUNNING LIGHTS - LOW BEAM ONLY
	GROTE #54332 LED STOP/TAIL/TURN LIGHTS GROMMET MOUNTED WITH SEPARATE GROTE #62401 LED BACKUP LIGHTS
	STANDARD FRONT TURN SIGNAL LAMPS
	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
	DOOR MOUNTED MIRRORS
	102 INCH EQUIPMENT WIDTH

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	Description
	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
	STANDARD SIDE/REAR REFLECTORS
	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
	63X14 INCH TINTED REAR WINDOW
	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)
	1-PIECE SOLAR GREEN GLASS WINDSHIELD
	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR
Cab Interior	
	OPAL GRAY VINYL INTERIOR
	MOLDED PLASTIC DOOR PANEL
	MOLDED PLASTIC DOOR PANEL
	BLACK MATS WITH SINGLE INSULATION
	DASH MOUNTED ASH TRAYS AND LIGHTER
	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING
	IN DASH STORAGE BIN
	(2) CUP HOLDERS LH AND RH DASH
	GRAY/CHARCOAL FLAT DASH
	SMART SWITCH EXPANSION MODULE
	HEATER, DEFROSTER AND AIR CONDITIONER
	STANDARD HVAC DUCTING
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
	STANDARD HEATER PLUMBING
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
	BINARY CONTROL, R-134A
	STANDARD INSULATION
	SOLID-STATE CIRCUIT PROTECTION AND FUSES
	12V NEGATIVE GROUND ELECTRICAL SYSTEM

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	Description
	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS
	LH AND RH ELECTRIC DOOR LOCKS
	(1) 12 VOLT POWER SUPPLY IN DASH
	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
	BASIC HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
	VINYL WITH VINYL INSERT DRIVER SEAT
	VINYL WITH VINYL INSERT PASSENGER SEAT
	BLACK SEAT BELTS
	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
	4-SPOKE 18 INCH (450MM) STEERING WHEEL
	DRIVER AND PASSENGER INTERIOR SUN VISORS
Instruments & Controls	
	GRAY DRIVER INSTRUMENT PANEL
	GRAY CENTER INSTRUMENT PANEL
	ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS
	BLACK GAUGE BEZELS
	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
	PRECO/ECCO 1040 87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM
	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL
	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
	MANUAL REMOTE ENGINE STOP/START WITH PTO RE-ENGAGE

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	Description
	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
	2 INCH ELECTRIC FUEL GAUGE
	ENGINE REMOTE INTERFACE WITH INCREMENT/DECREMENT
	ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB
	PREWIRE PACKAGE FOR VAC-CON CONTROL MODULE AND CHASSIS INTERFACE
	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP - PARK BRAKE AND NEUTRAL INTERLOCK FOR CUSTOMER INSTALLED PTO
	ELECTRIC ENGINE OIL PRESSURE GAUGE
	OVERHEAD INSTRUMENT PANEL
	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
	DASH MOUNTED RADIO
	(2) RADIO SPEAKERS IN CAB
	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
	STANDARD VEHICLE SPEED SENSOR
	ELECTRONIC 3000 RPM TACHOMETER
	NO VEHICLE PERFORMANCE MONITOR
	IGNITION SWITCH CONTROLLED ENGINE STOP WITH CONTROL MOUNTED AT FIREWALL
	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH
	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY

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	Description
	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH
	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
Design	
	PAINT: ONE SOLID COLOR
Color	
	CAB COLOR A: N0225EA WHITE ELITE SS
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
	STANDARD E COAT/UNDERCOATING
Certification / Compliance	
	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	
	CORPORATE PDI CENTER IN-SERVICE ONLY
	FRONT AND/OR REAR TIRE WIDTH EXCEEDS 2.6M (102.4 INCHES); DEALER ADVISED AND ACCEPTS
Raw Performance Data	
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 177.32 in
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 180.54 in

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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Stormwater

FSA20-EQU18.0, Heavy Equipment

Group: SEWER CLEANER: Combination Sewer Cleaning/Vacuum Machine - 10 CU YD

Item: 370, Vac-Con, V311HN/1000, V311HN/1000

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Southern Sewer Equipment Sales	$212,264.00	Build	Options
Northern	Primary	Southern Sewer Equipment Sales	$212,264.00	Build	Options
Central	Primary	Southern Sewer Equipment Sales	$212,264.00	Build	Options
Southern	Primary	Southern Sewer Equipment Sales	$212,264.00	Build	Options

Item #370 Vac-Con Sewer Cleaner Model V311HN/1000 Options

Debris Body Options

Description		Option Price
9 Yard Debris Tank with 1,000 Gallon Water Capacity *(Requires Single Axle Chassis)* - **DEDUCT**	$	(8,649.00)
Upgrade to 12 Yard Debris Tank	$	5,985.00
Upgrade to 16 Yard Debris Tank *(Includes Flat Style Rear Door)*	$	21,802.00
6" Air Operated Knife Valve/Front Driver's Side Mounted with Camlock & 25' Lay Flat Hose	$	3,071.00
• 6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	$	819.00
6" Knife Valve, Lower Rear Door Mounted with Camlock	$	2,244.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	$	6,043.00
Hydraulic Rear Door Opener *(included with Flat Door Option)*	$	4,209.00
Built In Body Prop	$	523.00
Debris Tank Screen Assembly Over Drain Port	$	498.00
60" Dump Height	$	2,784.00
Electric Vibrator	$	4,712.00
• Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	$	2,098.00
Rear Splash Guard Tank Mounted 2-10 o'clock Position	$	2,945.00
200 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	$	8,818.00
• 400 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	$	11,438.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	$	15,116.00
Move Pump Off System to Front Driver's Side of Debris Tank	$	860.00
Stainless Steel Float Ball on Body Level Indicator	$	271.00
Air Operated Vacuum Enhancer	$	5,426.00
Swing Style Wear Plate *(included with Flat Door Option)*	$	1,151.00

Boom Options

Description		Option Price
6' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	$	10,164.00
• 10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	$	15,253.00
Heavy Duty Rubber Hose in lieu of Kanaflex	$	1,438.00
Heavy Reinforced Elbow	$	1,235.00

Hose Reel Options

Description		Option Price
• 600' x 1" Hose Reel Capacity - **DEDUCT**	$	(2,804.00)
• Articulating Hose Reel	$	15,071.00
"Reel Power" Level Wind Guide	$	5,646.00
• Hose Footage Counter	$	645.00
Digital Electronic Footage Counter *(Included with Omnibus Option)*	$	4,306.00

Electro Magnet for Outrigger Leg	$	5,425.00
500' Hose in lieu of 400'	$	498.00
600' Hose in lieu of 400'	$	993.00

Dual Engine Power Options

Description		*Option Price*
Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine *(Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water*	$	4,574.00
Dual Engine Configuration: Gas Auxiliary Engine to Operate Water Pump	$	21,894.00
Dual Engine Configuration: Diesel Auxiliary Engine 4 Cylinder *(Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water System)*	$	41,170.00
Dual Engine Configuration: Diesel Auxiliary Engine 6 Cylinder	$	71,687.00
Auxiliary Engine Remote Oil Drain *(Requires Dual Engine Configuration)*	$	309.00

Water System Options

Description		*Option Price*
50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose		No Charge
60 GPM @ 2,000 PSI Water System		No Charge
80 GPM @ 2,000 Psi Water System		No Charge
Upgrade to 1300 Gallon Water Capacity	$	5,985.00
Upgrade to 1500 Gallon Water Capacity	$	12,211.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	$	2,285.00
100' Capacity Retractable Hand Gun Hose Reel with 100' Hose	$	4,016.00
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty High Pressure Unloader Valve, Main Control Ball Valve & 72" x 1/2" Lance with Single Forward Spray Nozzle	$	7,164.00
2 1/2" Water Drain Gate Valve Assembly	$	328.00
1/4 Turn Ball Valve Water Drain	$	509.00
Air Purge System	$	932.00
Automatic Continuous Fill System	$	2,440.00
Centrifugal Compressor Fan Flush Out System	$	1,341.00
Chemical Tank, 15 Gallon Capacity	$	3,509.00
Debris Body "Power Flush" System, 8 Jets	$	2,163.00
Electronic Water Level Gauge	$	1,721.00
Folding Spray Bar Assembly with In-Cab Controls	$	4,205.00
Front Bumper Hand Gun Connection	$	390.00
Lateral Cleaning Kit with 150' x 1/2" Hose and Nozzle; Dolly Style Mounts	$	3,549.00
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electronically Controlled	$	6,552.00
Lateral Cleaning Kit with 400' x 1/2" Hose and Nozzle; Permanently Mounted, Hydraulically Controlled	$	8,197.00
Pre-Tank Water Filter (Y Type)	$	1,041.00
Pulsation for Water Pump	$	6,291.00
Variable Flow water system (Includes 2 Additional Nozzles)	$	1,264.00
Water & Debris Tanks Interconnected	$	2,549.00
Water Pump Remote Oil Drain	$	301.00

C70 Video Cleaning Nozzle, WiFi Connected	$	21,374.00
Water Recycling System, includes Recycling Nozzle		Consult Dealer

Lighting Options

Description	*Option Price*	
LED Flood Lights with Limb Guards, Set of 2 - Specify Location	$	820.00
LED Flood Light with Limb Guard, Single Light - Specify Location	$	463.00
LED Strobe Light with Limb Guard, Each - Specify Location	$	1,033.00
Hand Held LED Spotlight	$	668.00
Hand Held LED Spotlight with 50' Retractable Cord	$	1,176.00
LED Arrow Stick	$	3,137.00
LED Arrow Board	$	4,153.00
DOT LED Arrow Board	$	7,282.00
4 Corner LED Strobe System	$	2,129.00
LED Strobe Lights, Frame Mounted Mid-Body, Set of 2	$	1,082.00

Electrical Options

Description	*Option Price*	
Body Load Limit Alarm, Level Indicator	$	762.00
Rear Axle Load Limit Alarm	$	1,031.00
Rear Camera System with Color Monitor (includes 1 camera)	$	1,944.00
Additional Cameras, Each (Requires Camera System)	$	615.00
Additional E-Stop at Dump Station	$	491.00
Back Up Alarm	$	305.00
Digital Scale System	$	7,894.00
Low Water Alarm with Light	$	566.00
Omnibus Precision Power System: Electronic Joystick Controller, Color Monitor, Electronic Footage Counter and Pressure Compensated Hydraulics	$	6,117.00
Wireless Remote Control	$	5,746.00

Miscellaneous Machine Options

Description	*Option Price*	
12V DC Auxiliary Hydraulic Pump	$	3,408.00
Centrifugal Compressor Quiet Silencer, Stainless Steel Construction	$	5,349.00
Cone Storage Rack	$	464.00
Cone Storage Rack, Hinged Style	$	834.00
Cyclone Separator	$	5,456.00
Grate Lifting Hook	$	497.00
Hydraulic System Temperature Gauge	$	362.00
Long Handle Storage, Rear of Mainframe	$	562.00
Offset Manhole Roller	$	425.00
Rear Mounted Tow Hooks	$	394.00
Remote Boom Grease Zerk Assembly	$	2,662.00
Remote Debris Tank Grease Zerk Assembly	$	2,868.00

Grease Assembly for Articulating Hose Reel *(Requires Option for Articulating Hose Reel)*	$	1,229.00
Automatic Lube System for Vac-Con Body	$	6,910.00
Remote Transfer Case Engagement	$	2,598.00
Water Cooler Rack	$	342.00
Anti-Sail Mud Flaps	$	342.00
Catch Basin Retriever	$	635.00
First Aid Kit	$	109.00
Spare Hose Guide	$	202.00
Nozzle Rack	$	133.00

Pipe/Tool Storage

Description	*Option Price*	
Single Pipe Rack	$	210.00
Folding Pipe Rack, Tank Mounted	$	3,238.00
Lazy Susan Pipe Rack *(subject to space availability)*	$	2,862.00
Vertical Pipe Rack	$	624.00
2) Aluminum Tool Boxes, 24" x 18" x 18", Rear Mount *(not available with 1,500 gallon water capacity)*	$	1,976.00
2) Aluminum Tool Boxes, 8" x 14" x 6", Front Mount	$	983.00
Steel Storage Box Behind Cab *(standard with 1,300 and 1,500 gallon water*	$	2,661.00
Upgrade Storage Box Behind Cab to Aluminum *(Requires Steel Storage Box Behind Cab)*	$	3,052.00
2) Roll Out Shelves for Storage Box Behind Cab *(Requires Storage Box Behind*	$	1,779.00
Steel Side Mounted Tool Box, 35" x 14" x 24"	$	885.00
Upgrade Side Mounted Tool Box to Aluminum *(Requires Steel Side Mounted Tool Box)*	$	557.00
3' x 8" Clear Extension Tube with Quick Clamp	$	688.00
5' x 8" Aluminum Extension Tube with Quick Clamp	$	364.00
6' x 8" Aluminum Extension Tube with Quick Clamp	$	403.00
8" Adjustable Air Gap with Quick Clamp	$	523.00

Paint

Description	*Option Price*	
Reflective Striping Other Than White or Blue	$	768.00
Undercoat Vac-Con Body & Chassis	$	2,328.00

Maintenance Options

Description	*Option Price*	
Vac-Con Body Maintenance, Per Year Up to 5 Years Total	$	12,594.00

Warranty Options

Description	*Option Price*	
Extended Warranty on Vac-Con Body, Per Year Up to 5 Years Total *(Does Not Include Auxiliary Engine)*	$	4,360.00

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

CONSIDER A REQUEST FOR APPROVAL OF A FUNDING SOURCE TO RESURFACE ASPHALT BIKE/WALKING PATH ALONG THE NORTH CAUSEWAY FROM JUST EAST OF RIVERSIDE DRIVE TO DESOTO DRIVE.

November 17, 2020

Background:

The 10' wide asphalt bike path along the south side of the North Causeway is a very popular walking/biking path for residents and visitors doing "The Loop". The pathway is in significant disrepair with many trip hazards from cracks and raised pavement due to tree roots raising and cracking the surface of the asphalt (see attached pictures). Since this pathway is asphalt and not concrete staff has looked to vendors who traditionally do road resurfacing type of work as the City routinely uses cooperative purchasing methods to utilize County-wide resurfacing contracts for this type of work.

City staff has also met on-site with our Master Arborist, Chuck Lippi of Advanced Tree Care, Inc., to determine the best method necessary to protect the trees while removing the roots that have grown under the pathway. Replacing this bike path will require the selected paving contractor to remove the asphalt, City staff or a potential contractor to install a tree root protection border and geogrid mat to prevent future root growth under the bike path, and then the contractor to return to pave the actual path. The estimated cost for this project is $119,432.

The City has budgeted $700,000 for resurfacing this fiscal year; and the proposed street resurfacing list will be brought to the City Commission in December or early January for approval. The North Causeway bike path resurfacing was not planned to be part of the $700,000 street resurfacing project in this year's budget.

Findings:

Staff recommends City Commission approval to fund the North Causeway bike path resurfacing, at an estimated amount of $119,500, from General Fund Reserves (when the project is ready to be awarded), which would preserve the $700,000 budgeted funds to be used entirely for street resurfacing as planned. A budget amendment would be submitted for City Commission approval at the time of contract award. **This agenda item is only to approve the future funding source for the North Causeway bike path.**

Fiscal Analysis:

The resurfacing of the North Causeway bike path is proposed to be funded from General Fund Reserves in the estimated amount of $119,500, with a budget amendment to be submitted at the time of contract award. If the project is not funded using General Fund

Reserves, it would have to be funded from the Street Resurfacing budget of $700,000, from another source, or deferred to next year's budget.

Strategic Plan Item:
Yes

Staff Report Created By: Faith Miller - Director - Maintenance Operations

Attachments:

North Causeway Walk.docx
Copy of N Causeway Bike Path - Estimated Cost.xlsx

North Causeway Walk/Bike Path – October 2020









North Causeway Walk/Bike Path – October 2020









N Causeway Sidewalk

#	Item	Quantity	Unit	Unit Price	Amount
1	*Mobilization*	1	LS	$ 2,750.00	$ 2,750.00
2	*MOT*	1	LS	$ 3,150.00	$ 3,150.00
3	*Milling 2"*	4,833	SY	$ 2.70	$ 13,049.10
4	*Existing trees, roots trimming*	1	LS	$ 5,000.00	$ 5,000.00
5	*Clearing & Grubbing*	1	LS	$ 10,000.00	$ 10,000.00
6	*Georgrid mats and stones for drainage*	1	LS	$ 5,000.00	$ 5,000.00
7	*Roots Barriers for both sides (18" deep)*	1,700	LF	$ 5.00	$ 8,500.00
8	*Asphalt Overlay 1.5"*	531	TN	$ 93.00	$ 49,383.00
9	*ADA Mats (10'X2')*	25	EA	$ 350.00	$ 8,750.00
10	*Sod restoration*	1	LS	$ 3,000.00	$ 3,000.00
11	10% Contingency	1		$10,850.00	$ 10,850.00
12					$ -
13					$ -
14					$ -
15					$ -
	TOTAL				$ 119,432.10

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

CONSIDER A REQUEST TO APPROVE APPLICATION NO. EA-1-20: EASEMENT AGREEMENT FOR TURNBULL COVE ROAD.

November 17, 2020

Background:

Applicant and Authorized Representative: Fred B. Share, Esq., 1092 Ridgewood Avenue, Holly Hill, FL 32117

Property Owners: WERC, LLC, 2600 Turnbull Estates Drive, New Smyrna Beach, Florid 32168

Request: To enter into an Easement Agreement with the City of New Smyrna Beach granting a one-foot wide public access & utility easement, to fill in a similar dimensioned gap within the previously platted Turnbull Cove 50-foot wide right-of-way (r/w) and surrounding/adjacent 5-foot wide utility easements.

Site Information: A location map of the parcel is attached as **Exhibit A**, with an aerial map of the same presented as **Exhibit B**.

In addition, the applicant has prepared and signed an Easement Agreement which includes a survey exhibit showing the specific 1' by 60' wide easement area that is requested to be granted to the City, which is attached as **Exhibit C** of this report.

Exhibit D includes two of the recorded plat sheets for the Turnbull Bay County Club Estates, Phase 6 residential subdivision, within which this proposed subject Easement area is located. As shown on those two plat sheets, this 1' wide area was specifically excluded from that plat when it was recorded in 2003, with that Plat area Legal Description specifically crossed out on the Cover Sheet, and an alternative Legal Description and specific Details (A & B) provided on Sheet 3 to specifically show and exclude this subject 1' x 60' wide Easement area and its r/w dedication from that plat area.

Findings:

The applicant is also representing the owner of an undeveloped 10 acre site, immediately north of and adjacent to the platted Turnbull Cove Drive r/w within which this proposed

public access Easement is located. The current 1’ wide property exclusion from that platted Turnbull Cove Dr. r/w, for which this Easement is proposed, is a gap in public access to that 10 acre property.

The owner of this subject 1’ wide Easement property is also the owner and operator of the surrounding Preserve at Turnbull Bay golf course. This 1’ strip is within the same Volusia County Tax Parcel (# 6335-00-00-0060) that contains those surrounding golf course areas east and west of the Turnbull Bay County Club Estates, Phase 6 residentia subdivision lots, which the Volusia County Property Appraiser notes as being approximately 82 acres in total parcel area.

That gap in adjacent public access has been brought up by City staff in recent years when both inquiries concerning, and actual applications were submitted for, potential development of that adjacent 10 acre property. Those two applications submitted were for either proposed townhouses or single family residential lots, but were never completed, with this access issue being one review comment concerning those application plans. That undeveloped 10 acre property is now zoned PUD and was previously approved under a 2007 Master Development Agreement (MDA) fo development of a 130 unit condominium project.

According to the applicant, this existing situation of the adjacent platted Turnbull Cove r/w having this 1’ wide gap in its public access to the 10 acre parcel, to the north of this existing dead end cul-de-sac area, has prevented the owner from being able to sell the 10 acre parcel. This proposed public access easement is intended to remedy this, and City staff finds no reason to not agree to this proposed easement solution, to provide complete public access to that 10 acre parcel. Prior to this current request, staff had discussed with the applicant the alternative of this 1’ gap area being dedicated as public r/w, to match the surrounding north and south platted r/w on the Turnbull Bay County Club Estates, Phase 6 recorded plat, but the property owner was not agreeable to that. This proposed public access easement is now proposed as the next most acceptable alternative.

Staff recommends that the City Commission approve the Easement Agreement.

Fiscal Analysis:

N/A

Strategic Plan Item:

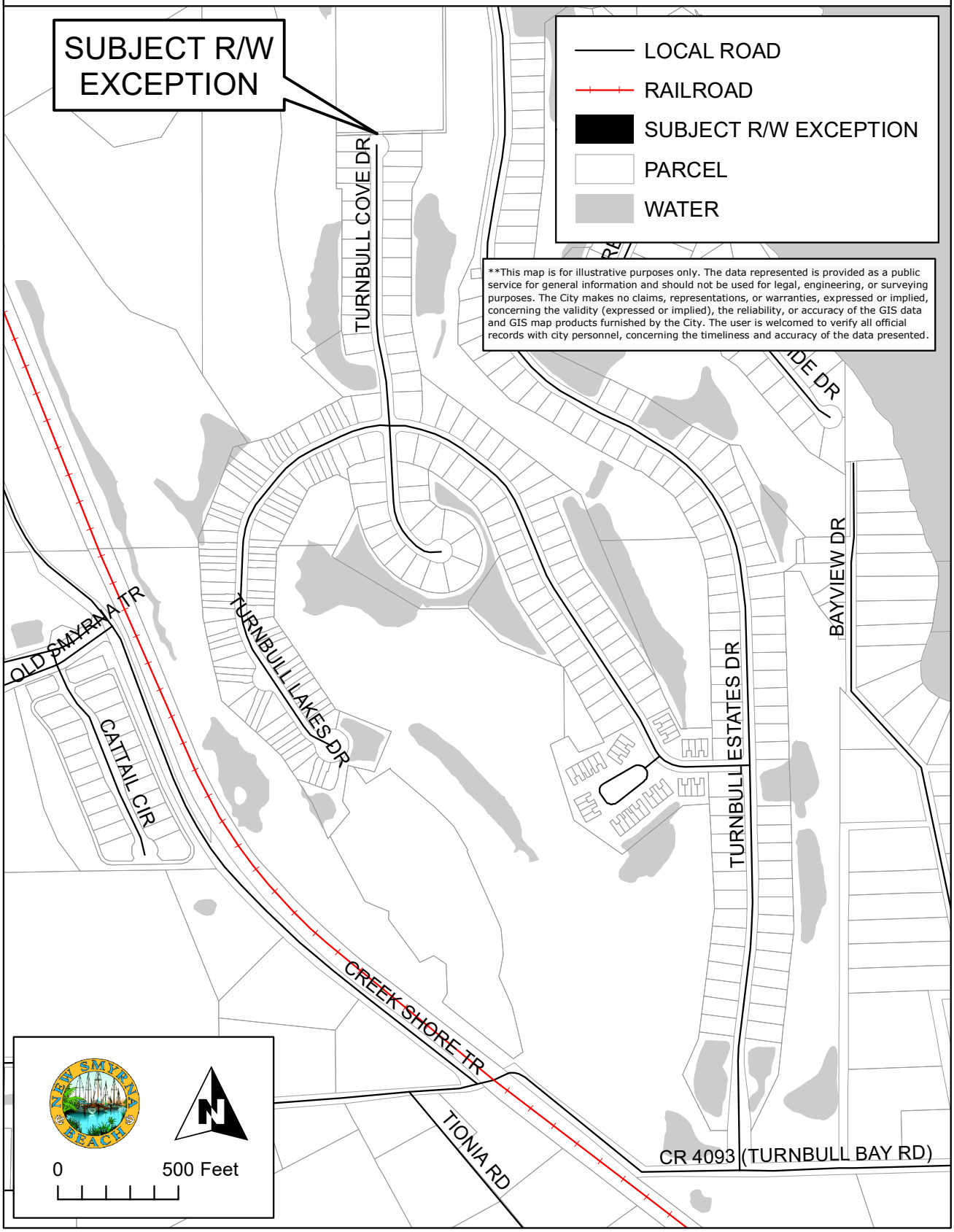
No

Staff Report Created By: Robert Mathen - Planner II

Attachments:

Exhibit A - Location Map EA-1-20.pdf
Exhibit B - Aerial Map EV-1-20.pdf
Exhibit C - Easement Agreement & survey exhibit, signed by all except City.pdf
Exhibit D - TBCC Estates plat Phase 6 re r-w access & gap.pdf

EA-1-20: EASEMENT AGREEMENT - TURNBULL COVE ROAD R/W EXCEPTION LOCATION MAP



EA-1-20: EASEMENT AGREEMENT - TURNBULL COVE ROAD R/W EXCEPTION AERIAL MAP



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 12th day of October, 2020, between **WERC, LLC**, a Florida Limited Liability Company, 2600 Turnbull Estates Drive, New Smyrna Beach, Florida 32168, Party of the First Part as Grantor, and the **CITY OF NEW SMYRNA BEACH,** a Florida Municipal Corporation, 210 Sams Avenue, New Smyrna Beach, FL 32168, Party of the Second Part as Grantee.

WHEREAS, Grantor is currently the owner of the following-described real property located in Volusia County, Florida, located at or near the Northern end of Turnbull Cove Drive, New Smyrna Beach, Florida more particularly described in Exhibit "A," attached to and incorporated in this Agreement by reference; and

WHEREAS, Grantor wishes to grant to Grantee an easement for Grantor's property under the terms and conditions set forth in this Agreement.

1. Grant of Easement.

Grantor does hereby grant to Grantee and its successors and assigns a non-exclusive access easement for Grantor's property described in Exhibit "A."

2. Type of Easement.

The easement described above will be nonexclusive. Grantor will not locate any structures within the easement. The easement will perpetually encumber the property.

3. Purpose of Easement.

The easement described above shall be for unrestricted ingress and egress to provide vehicular and pedestrian access to Grantor's property described in Exhibit "A," as well as for the placement of utilities and landscape material (collectively, the "improvements").

4. Representation and Warranty.

Grantor hereby represents and warrants to Grantee that (i) Grantor is lawfully seized of the land subject to this Easement, (ii) the same is either (a) unencumbered by a mortgage or other lien (excluding lien(s) for ad valorem taxes not yet due and payable), or (b) encumbered only by a mortgage, as to which the mortgagee has executed a joinder and consent to this Easement and the rights granted hereunder, and (iii) Grantor has the right, power and authority to enter into this Easement and grant the Utility Easement herein.

5. Reservation by Grantor/Nonexclusive Use

Notwithstanding the rights and easements granted by Grantor under this Easement, Grantor specifically reserves the right to use the Easement Lands for any lawful purposes, however, Grantor shall not build, construct, install or permit to be built, constructed or installed, any improvements, structures, fences, foliage or vegetation, or other improvements of any nature or description on, upon, over or across the Easement Lands which would materially inhibit or impair the use of the Easement Lands by Grantee for

utility purposes. However, Grantor, its successors and/or assigns, may install any structure or object, including, but not limited to, fences, gates, signs, trees or poles, foliage or vegetation, which will not materially inhibit or impair the use of the Easement Lands by Grantee within the Easement Lands after Grantor obtains written approval from Grantee of such encroachment. In consideration of Grantee's consent to an encroachment, Grantor, its successors and/or assigns, shall agree to indemnify and hold Grantee harmless from and against all liabilities or damages which may be imposed upon or asserted against Grantee as a result of or in any way connected to an encroachment approved by Grantee. In the case of an emergency needed repair, removal or replacement, in the event Grantee determines that it is necessary to construct, maintain, repair, remove or replace any of its improvements located under, over or upon the Easement Lands, the Grantor, its successors and/or assigns, of the portion of the Property affected shall immediately remove the encroachment from the Easement Lands upon the request of Grantee at Grantor, its successors and/or assigns' sole cost and expense. If Grantor, its successors and/or assigns fail to remove the encroachment, Grantee shall have the right to remove the encroachment from the Easement Lands, and Grantor, its successors and/or assigns shall pay all costs incurred by Grantee related to removing the encroachment from the Easement Lands. The Grantee, and its contractors, agents, and employees, shall have the right to trim or cut trees, shrubbery or vegetation, and roots that may endanger or interfere with the improvements and shall have free access to the improvements and every part of it at all times, for the purpose of exercising the rights herein granted.

6. Binding Effect

This Easement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Easement and the terms and provisions hereof shall be deemed covenants running with the land for all purposes and may be amended or modified only by an instrument in recordable form, executed by all of the parties hereto. Without limiting the foregoing, Grantor acknowledge that Grantee's rights under this Easement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Easement upon any such sale or transfer and, upon any such assignment, Grantee shall be forever released and discharged from any and all claims, demands and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment. The term "Grantee" shall also mean any successors, assigns, employees or contractors of Grantee.

7. Severability.

If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such terms or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

8. Governing Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida.

9. Indemnification.

The parties shall indemnify and hold each other harmless from and against any and all claims, liens, demands, losses, liabilities, costs (including attorney's fees), or expenses of any kind arising from the parties, their members, tenants, agents, employees, and invitees' use of the land subject to the Easement in connection with the parties' exercise of their rights under this Easement.

IN WITNESS WHEREOF, the Grantor and Grantee have set heir hands and seals as of the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Witness Signature

Lisa Anderson
Printed Name

Witness Signature

Burt Bauer
Printed Name

WERC, LLC, a Florida Limited Liability Company.

By: Robert Wrobel
Robert Wrobel, President of Wrobel Management, Inc., Manager Member

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 12th day of October, 2020 by ROBERT WROBEL, President of Wrobel Management, Inc., Manager Member of WERC, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced a driver's license as identification and who did take an oath.

Notary Public, State of Florida

HEATHER K DENNEY
Commission # GG 268725
Expires January 19, 2023
Bonded Thru Budget Notary Services

JOINDER, CONSENT AND RELEASE

The undersigned owner and holder of a Mortgage, Assignment of Rents and UCC-1 Financing Statement (and of the indebtedness secured by it) made by WERC, LLC, a Florida limited liability company, recorded in Official Records Book 7640, Page 142, Book 7630, Page 159 and Book 7640, Page 173, respectively of the Public Records of Volusia County, Florida (the "Mortgage"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby joins and consents to the above Easement Agreement and hereby releases such easement rights from the Mortgage.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this 15th day of October, 2020.

INTRACOASTAL BANK

By: _____
Richard S. Wells
Sr. Vice President

Alice M. Munsey
Witness Signature

Alice M. Munsey
Printed Name

Sharon Wright
Witness Signature

Sharon Wright
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15th day of October, 2020 by Richard S. Wells Sr. Vice President, who is personally known to me or who has produced _____ as identification and who did take an oath.

Alice M. Munsey
Notary Public, State of Florida

ALICE M. MUNSEY
MY COMMISSION # HH 045705
EXPIRES: September 24, 2024
Bonded Thru Notary Public Underwriters

CITY OF NEW SMYRNA BEACH, FLORIDA
a Florida Municipal Corporation

_____ By: _____
Witness Signature Russ Owen, Mayor

_____ _____
Printed Name Kelly McQuillen, City Clerk

_____
Witness Signature

_____
Printed Name

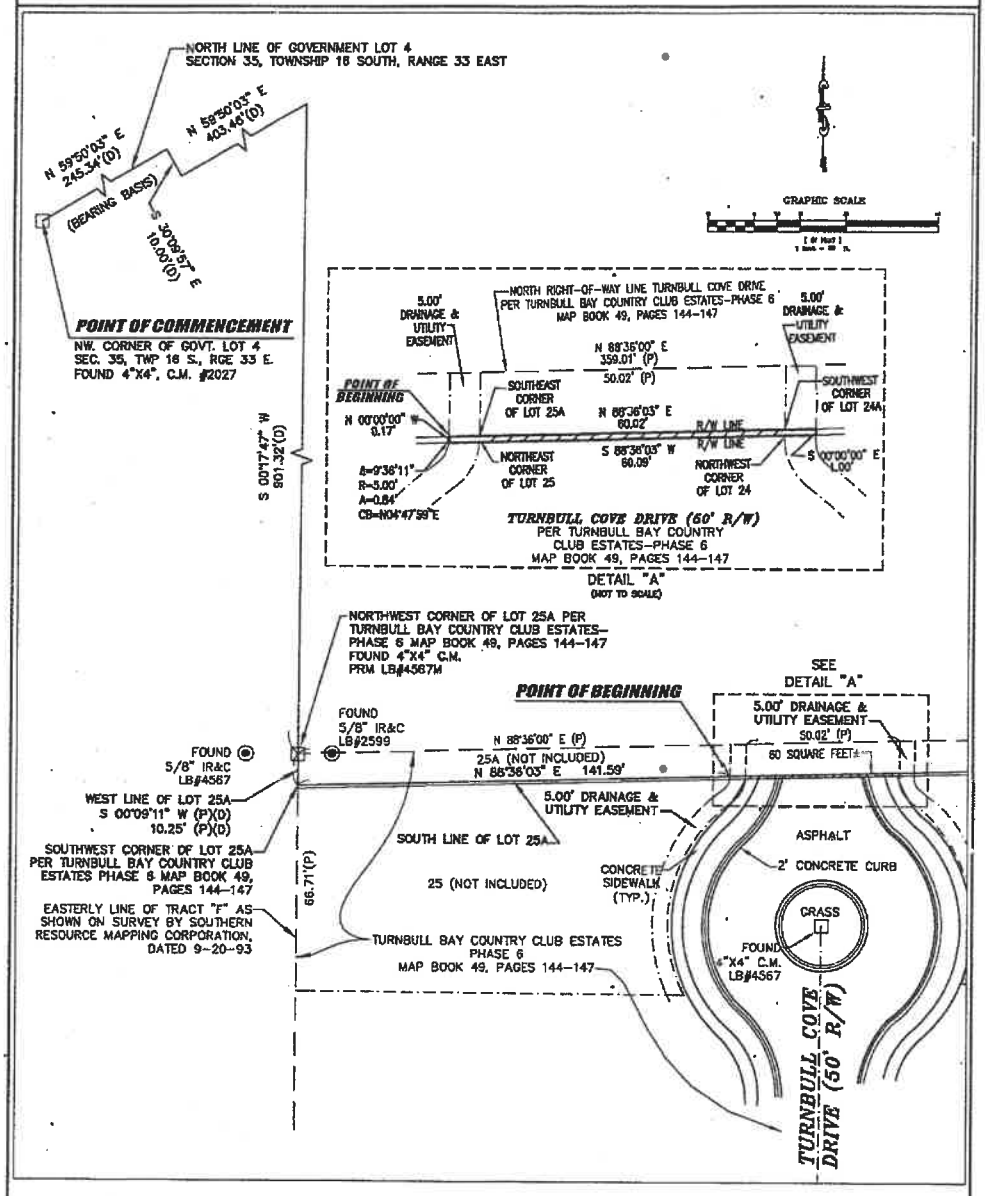
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of October, 2020 by RUSS OWEN and KELLY MCQUILLEN, Mayor and City Clerk respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, who are personally known to me or who have produced a driver's license as identification and who did take an oath.

_____
Notary Public, State of Florida

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION NO. 3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5383
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www.sligerassociates.com



FOR: NSB OHM PROPERTIES, LLC

DESCRIPTION: SEE SHEET 2.

BOUNDARY SURVEY

JOB # 20-0999 SHEET 1 OF 2

SCALE: 1" = 30'

Exhibit "A"

ABBREVIATIONS

CONC	CONCRETE	IP	IRON PIPE
MB	MAP BOOK	R/W	RIGHT OF WAY
IRC	IRON ROD & CAP	℄	CENTERLINE
LP	LIGHT POLE	C	CENTRAL ANGLE
GA	GUY ANCHOR	R	RADIUS
(P)	PLATTED DIMENSION	L	ARC LENGTH
(D)	DEEDED DIMENSION	CB	CHORD BEARING
(M)	MEASURED DIMENSION	FP&L CO.	FLORIDA POWER & LIGHT COMPANY
(C)	CALCULATED DIMENSION		
ID	IDENTIFICATION	N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
A/C	AIR CONDITIONER		
SEC	SECTION	U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY
TWP	TOWNSHIP		
RGE	RANGE		

LEGEND

TPH	TELEPHONE MANHOLE	TSB	TRAFFIC SIGNAL BOX
EPH	ELECTRIC MANHOLE	CO	CLEAN OUT
ESB	ELECTRIC BOX	TCB	TRAFFIC CONTROL BOX
MB	MAIL BOX		TREE
FH	FIRE HYDRANT	CWP	CROSS WALK POLE
WM	WATER METER	LP	LIGHT POLE
GA	GUY ANCHOR	WV	WATER VALVE
UP	UTILITY POLE	IRV	IRRIGATION CONTROL VALVE
	IRON ROD WITH CAP	FM	FORCEMAIN VALVE
TV	CABLE TELEVISION BOX	RV	REUSE VALVE
TB	TELEPHONE BOX (PAIGE)	GV	GAS VALVE
EM	ELECTRIC METER		

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SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

3. THE BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTH LINE GOV'T LOT 4 BEING N 59°50'03" E.

4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.

5. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

REFERENCE:

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND\OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
BOUNDARY	NSB OHM PROPERTIES, LLC	SEPT. 9, 2020	20-0999
	CITY OF NEW SMRNA BEACH		

LEGAL DESCRIPTION:

A PORTION OF PARCEL 8 AS DESCRIBED IN OFFICIAL RECORDS BOOK 6665, PAGES 3814-3827 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 245.34 FEET; THENCE DEPARTING THE NORTH LINE OF SAID GOVERNMENT LOT 4 AT A RIGHT ANGLE, SOUTH 30 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, PARALLEL TO THE NORTH LINE OF GOVERNMENT LOT 4, A DISTANCE OF 403.46 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS WEST, A DISTANCE OF 901.32 FEET TO THE NORTHWEST CORNER OF LOT 25A PER PLAT BOOK 49, PAGES 144-147, SAID PUBLIC RECORDS VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 09 MINUTES 11 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 25A, A DISTANCE OF 10.25 FEET TO THE SOUTHWEST CORNER OF SAID LOT 25A; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 141.59 FEET ALONG THE SOUTH LINE OF SAID LOT 25A TO THE WEST LINE OF A DRAINAGE & UTILITY EASEMENT PER PLAT BOOK 49, PAGES 144-147 AND THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE RIGHT OF WAY LINE OF TURNBULL COVE DRIVE PER SAID PLAT BOOK 49, PAGES 144-147 AND ITS EASTERLY AND WESTERLY EXTENSION, A DISTANCE OF 60.02 FEET TO THE EAST LINE OF A DRAINAGE & UTILITY EASEMENT PER SAID PLAT BOOK 49, PAGES 144-147; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.00 FOOT TO A POINT ON THE NORTH LINE OF LOT 24, SAID PLAT BOOK 49, PAGES 144-147; THENCE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST, ALONG THE RIGHT OF WAY LINE OF SAID TURNBULL COVE DRIVE AND ITS EASTERLY AND WESTERLY EXTENSION, A DISTANCE OF 60.09 FEET TO WEST LINE OF SAID DRAINAGE & UTILITY EASEMENT AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 09°36'11" AND A CHORD BEARING NORTH 04 DEGREES 47 MINUTES 59 SECONDS EAST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 0.84 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 0.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 60 SQUARE FEET±

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR:

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION					
BOUNDARY SURVEY	SEPTEMBER 9, 2020	20-0999	KH	ML	JZ
TOPOGRAPHIC INFORMATION					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph E Zapert

J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6149
MICHAEL S. MURPHY, P.S.M. NO. 6208

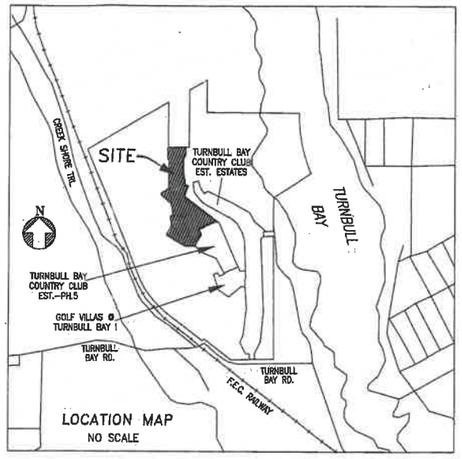
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Instrument # 2003-062014
BOOK: 49 PAGE: 144

TURNBULL BAY COUNTRY CLUB ESTATES - PHASE 6

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A REPLAT OF A PORTION OF TURNBULL ACRES, PER THE PLAT RECORDED IN PLAT BOOK 34, PAGES 92-97, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

1. PROPERTY IS ZONED RPUD
2. ■ DENOTES PERMANENT REFERENCE MONUMENT SET (P.R.M.) STAMPED (L.B. 4567)
   □ DENOTES PERMANENT REFERENCE MONUMENT FOUND (P.R.M.)
3. O DENOTES 5/8" IRON ROD (SET) #4567
4. ⊛ DENOTES PERMANENT CONTROL POINT SET (P.C.P.) STAMPED (L.S. 3865)
5. ERROR OF CLOSURE EXCEEDS 1:10,000.
6. ALL DRAINAGE, ACCESS & MAINTENANCE EASEMENTS ARE PROVIDED TO THE TURNBULL BAY COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC.
7. NO BUILDING SHALL BE ALLOWED WITHIN ANY EASEMENT SHOWN ON THIS PLAT.
8. TOTAL LINEAR FEET OF STREET: 2613.6 L.F.
9. TOTAL NUMBER OF LOTS: 60 LOTS
10. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
11. ALL MEASUREMENTS SHALL REFER TO HORIZONTAL PLANE AND IN ACCORDANCE WITH THE DEFINITION OF OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
12. THE TERM "UTILITIES" AS USED ON THIS PLAT SHALL INCLUDE, BUT NOT BE LIMITED TO SEWER, SECURITY, TELEPHONE, ELECTRIC, CABLE TELEVISION SYSTEMS, POTABLE WATER, RECLAIMED WATER AND DRAINAGE STRUCTURES.
    SANITARY SEWER, RECLAIMED WATER LINES AND POTABLE WATER MAINS SHALL BE OWNED AND MAINTAINED BY THE NEW SMYRNA BEACH UTILITIES COMMISSION.
    ALL PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN 177.091(29), FLORIDA STATUTES (1991), WHICH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE.
13. THE DECLARATION OF RESTRICTIONS OF TURNBULL UMBRELLA ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORD BOOK 4322, PAGE 1341, OF THE PUBLIC PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
14. THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE TURNBULL BAY COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC. ARE RECORDED IN OFFICIAL RECORD BOOK 4018, PAGE 4953, ET.SEQ., OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
15. BEARING STRUCTURE REFERENCED TO THE CENTERLINE OF TURNBULL LAKES DRIVE, BEING S22°26'20"E, TURNBULL BAY COUNTRY CLUB ESTATES - PHASE 5" PER PLAT RECORDED IN MAP BOOK 47, PAGES 143 AND 144, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
16. THE FOLLOWING EASEMENTS ARE HEREBY PROVIDED ON ALL LOTS EXCEPT AS OTHERWISE NOTED ON THE PLAT, FOR UTILITY AND DRAINAGE PURPOSES, AND SHALL BE MAINTAINED BY THE TURNBULL BAY COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATIONS.
    FRONT YARD ------ 5 FEET
    REAR YARD ------- 10 FEET
17. MINIMUM LOT SIZE: 60' X 115'
18. THE FOLLOWING BUILDING SETBACK LINES ARE HEREBY PROVIDED ON ALL LOTS:
    FRONT YARD ------ 20 FEET
    REAR YARD ------- 10 FEET
    SIDE YARD -------- 7.5 FEET
    MAXIMUM LOT COVERAGE ----- 40%
19. THE DEVELOPER GRANTS TO THE CITY OF NEW SMYRNA BEACH THE AUTHORITY TO ENFORCE THROUGH THE TURNBULL BAY COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, INC., THEIR HEIRS AND ASSESSORS THE RESPONSIBILITY TO MAINTAIN LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY TO THE DISCRETION OF THE CITY'S INTERPRETATION OF THE LANDSCAPE CODE.
20. NOTICE, THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
21. PROPERTY LOCATED WITHIN THE LIMITS OF THIS PLAT CONTAIN NO WETLANDS, OR WITHIN 25' OF BOUNDARY.
22. TOTAL TRACT ACREAGE = 20.94 ACRES
    ACREAGE OF STREETS = 3.2 ACRES
    ACREAGE OF TRACTS A AND B = 3.32 ACRES
    ACREAGE OF LIFT STATION AREA = 0.04 ACRES
23. FLOOD ZONE AE, COMMUNITY # 125132, PANEL # 12127C0528G 04/15/02, BASE FLOOD ELEVATION 7.0'.

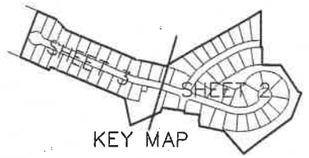


LOCATION MAP
NO SCALE

NOTE: SEE LEGAL DESCRIPTION - SHEET 3 OF 4

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A REPLAT OF A PORTION OF TURNBULL ACRES, PER THE PLAT RECORDED IN PLAT BOOK 34, PAGES 92-97, CITY OF NEW SMYRNA, VOLUSIA COUNTY, FLORIDA

BEGIN AT THE NORTHEAST CORNER OF TURNBULL BAY COUNTRY CLUB ESTATES, PHASE 5, AS RECORDED IN MAP BOOK 47, PAGES 143 AND 144 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE GO ALONG SAID PLAT THE FOLLOWING COURSES, SOUTH 67 DEGREES 39 MINUTES 40 SECONDS WEST, A DISTANCE OF 264.99 FEET TO A POINT; THENCE SOUTH 22 DEGREES 26 MINUTES 20 SECONDS EAST, A DISTANCE OF 12.13 FEET; THENCE SOUTH 67 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 125.00 FEET; THENCE NORTH 22 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 33 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 232.51 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 57 SECONDS EAST A DISTANCE OF 25.00 FEET; THENCE LEAVING SAID PLAT, SOUTH 89 DEGREES 02 MINUTES 03 MINUTES WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 59 DEGREES 14 MINUTES 14 SECONDS WEST A DISTANCE OF 430.00 FEET; THENCE NORTH 26 DEGREES 54 MINUTES 46 SECONDS EAST A DISTANCE OF 158.58 FEET; THENCE NORTH 10 DEGREES 50 MINUTES 13 SECONDS WEST A DISTANCE OF 176.22 FEET; THENCE NORTH 85 DEGREES 55 MINUTES 47 SECONDS EAST A DISTANCE OF 41.73 FEET; THENCE NORTH 77 DEGREES 29 MINUTES 08 SECONDS EAST A DISTANCE OF 41.02 FEET; THENCE NORTH 18 DEGREES 38 MINUTES 43 SECONDS WEST A DISTANCE OF 113.38 FEET TO POINT OF CURVE; THENCE NORTHEASTERLY CONCAVE SOUTH HAVING A RADIUS OF 475 FEET, THENCE ALONG SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 1°52'33" AN ARC DISTANCE, CHORD BEARING N74°17'37"E, 15.56 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 11 SECONDS WEST A DISTANCE OF 32.49 FEET; THENCE NORTH 46 DEGREES 18 MINUTES 22 SECONDS WEST A DISTANCE OF 240.56 FEET; THENCE NORTH 43 DEGREES 22 MINUTES 38 SECONDS EAST A DISTANCE OF 150.15 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 02 SECONDS EAST A DISTANCE OF 590.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 58 SECONDS WEST A DISTANCE OF 233.34 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 233.34 FEET; THENCE NORTH 43 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 358.01 FEET; THENCE SOUTH 89 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 153.16 FEET; THENCE SOUTH 25 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 104.[illegible] THENCE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 550.00 FEET; THENCE SOUTH 10 DEGREES 25 MINUTES 00 SECONDS EAST A DISTANCE OF 225.00 FEET; THENCE SOUTH 53 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 792.48 FEET TO THE POINT OF BEGINNING. CONTAINING 20.90 ACRES MORE OF LESS.



KEY MAP

PREPARED BY:
SPRUCE CREEK LAND SURVEYORS
3869 SOUTH NOVA ROAD
PORT ORANGE, FL 32127
386-767-0740
LICENSED BUSINESS # 4567
LICENSED SURVEYOR # 3865

SHEET 1 OF 4

PLAT BOOK 49 PAGE 144

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TURNBULL NSB, LLC, A FLORIDA CORPORATION, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE ATTACHED PLAT, ENTITLED "TURNBULL BAY COUNTRY CLUB ESTATES - PHASE 6", LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, DOES HEREBY DEDICATE ALL ACCESS, DRAINAGE AND MAINTENANCE EASEMENTS TO THE TURNBULL BAY COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION. TURNBULL LAKES DRIVE AND TURNBULL COVE DRIVE ARE DEDICATED TO THE CITY OF NEW SMYRNA BEACH. TRACTS "A" & "B" ARE DEDICATED TO THE TURNBULL BAY COUNTRY CLUB ESTATES HOME-OWNERS ASSOCIATION. ALL UTILITY EASEMENTS AND TRACT "C" ARE DEDICATED TO THE CITY OF NEW SMYRNA BEACH UTILITIES COMMISSION. DRAINAGE AND MAINTENANCE EASEMENTS OVER AND UPON LOTS 14, 15, 18, 19, 30, 31, 34, 35, 43, 44, 50 & 51 AND TRACTS "A" & "B" ARE HEREBY DEDICATED TO CLASSIC GOLF AMERICA, INC. AND THE CITY OF NEW SMYRNA BEACH.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS NAME, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS OFFICERS THEREUNTO DULY AUTHORIZED ON THIS 5 DAY OF March 2003

TURNBULL NSB, LLC — COMPANY SEAL

BY: ROBERT L. HILLMAN, MANAGER

ATTEST: TYREE F. WILSON JR./MANAGER

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Elizabeth L. Hillman
PRINTED NAME

Elizabeth L. Hillman
PRINTED NAME

STATE OF FLORIDA
COUNTY OF VOLUSIA

THIS IS TO CERTIFY THAT ON March 5 2003 BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGMENTS IN THE STATE AND COUNTY AFORESAID, PERSONALLY APPEARED ROBERT L. HILLMAN AND TYREE F. WILSON, JR., AS MANAGERS RESPECTIVELY, WHO, FOR AND IN BEHALF OF TURNBULL NSB, LLC,

EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF FOR AND ON BEHALF OF SAID CORPORATION. HE IS KNOW TO ME PERSONALLY AND HAS TAKEN AN OATH.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION NUMBER:
MY COMMISSION EXPIRES:

LORI ARMSTRONG
MY COMMISSION # DD 09259
EXPIRES January 21, 2006
Bonded Thru Budget Notary Services

JOINDER AND CONSENT TO DEDICATE

SUNTRUST MORTGAGE HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE UPON THE PROPERTY SHOWN AND DESCRIBED AS THE PLAT ENTITLED "TURNBULL BAY COUNTRY CLUB ESTATES - PHASE 6", LOCATED IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, HEREBY JOINS IN AND CONSENTS TO THE DEDICATION OF THE LANDS AND PLAT AND AGREES THAT ITS MORTGAGE, LIEN, OR OTHER ENCUMBRANCE RECORDED IN OFFICIAL RECORDS BOOK ____ PAGE ____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE SAID DEDICATION.

IN WITNESS WHEREOF MARK KAPELKA HAS CAUSED THESE PRESENTS TO BE SIGNED, ATTESTED AND SEALED BY THOSE NAMED HEREON ON THIS 3rd DAY OF March 2003.

BY: VICE PRESIDENT — PRINTED NAME: MARK D. KAPELKA

ATTEST: — PRINTED NAME: James J. Monaco

STATE OF FLORIDA
COUNTY OF VOLUSIA

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
COMMISSION NO.:
MY COMMISSION EXPIRES:

LORI ARMSTRONG
MY COMMISSION # DD 09259
EXPIRES January 21, 2006

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED LAND SURVEYOR, DOES HEREBY CERTIFY THAT ON 1/22/03 THE SURVEY WAS COMPLETED OF THE LANDS AS SHOWN ON THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND MEETS THE MINIMUM TECHNICAL STANDARDS, ADOPTED BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE CITY OF NEW SMYRNA BEACH, FLORIDA.

KENNETH E. BLIZZARD
P.S.M. NO. 3865

DATE: 1/28/03

CERTIFICATE OF APPROVAL BY CITY ENGINEER

THIS IS TO CERTIFY THAT ON March 12th 03 THIS PLAT WAS APPROVED.

BY: CITY ENGINEER

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

THIS IS TO CERTIFY THAT ON 03-14-03 THIS PLAT WAS APPROVED.

BY: CITY ATTORNEY

CERTIFICATE OF APPROVAL BY THE CITY OF NEW SMYRNA BEACH

THIS IS TO CERTIFY THAT ON March 3 2003 THE FOREGOING PLAT WAS APPROVED BY THE CITY OF NEW SMYRNA BEACH, FLORIDA.

MAYOR:

ATTEST: CITY CLERK

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING BOARD

THE NEW SMYRNA BEACH PLANNING AND ZONING BOARD HEREBY APPROVES THE FINAL PLAT FOR "TURNBULL BAY COUNTRY CLUB ESTATES-PHASE 6" WAS APPROVED.

BY: CHAIRMAN, NEW SMYRNA BEACH PLANNING AND ZONING BOARD

DATE: March 3, 2003

REVIEW OF SURVEYOR & MAPPER FOR THE CITY OF NEW SMYRNA BEACH

I HEREBY CERTIFY TO THE CITY THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAP. 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

NAME: DATE: 3/3/03

P.S.M. NO. 5160

Michael A. Myer

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON 18 March 2003 AT 08 AM

FLORIDA VOLUSIA COUNTY
FILE NO.: 2003-062014

CLERK OF THE CIRCUIT COURT
IN AND FOR VOLUSIA COUNTY, FLORIDA

BOOK: 49 PAGE: 146

TURNBULL BAY COUNTRY CLUB ESTATES - PHASE 6

LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A REPLAT OF A PORTION OF TURNBULL ACRES, PER THE PLAT RECORDED IN PLAT BOOK 34, PAGES 92-97, CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA

PLAT BOOK 49 PAGE 146

SCALE : 1" = 60'

LEGAL DESCRIPTION:
A PORTION OF THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 17 SOUTH, RANGE 33 EAST, AND THE SOUTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A REPLAT OF A PORTION OF TURNBULL ACRES, PER PLAT RECORDED IN MAP BOOK 34, PAGES 92-97, VACATED PER OFFICIAL RECORDS BOOK 3921, PAGES 1948-1950, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN THE CITY OF NEW SMYRNA BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

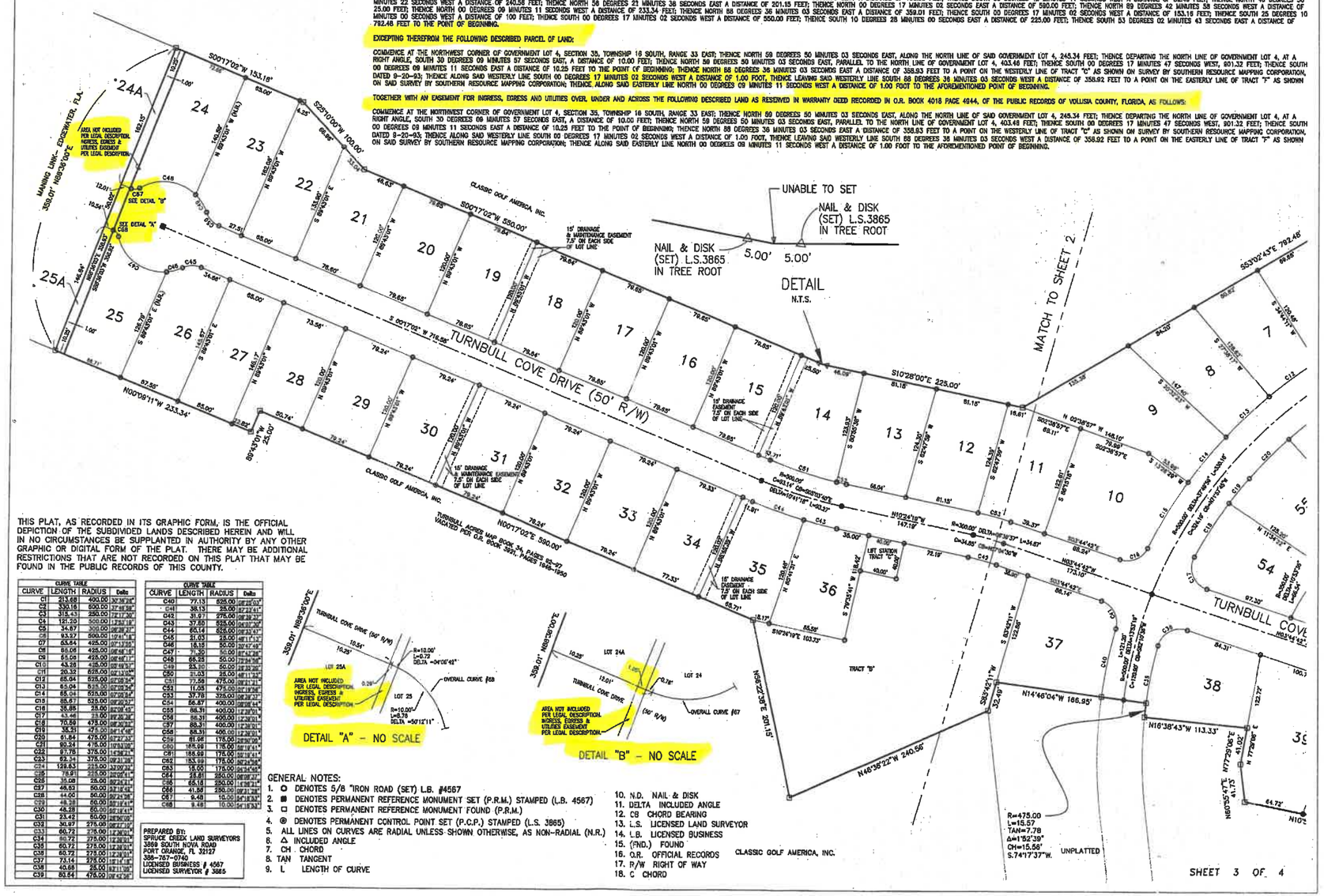
BEGIN AT THE NORTHEAST CORNER OF TURNBULL BAY COUNTRY CLUB ESTATES, PHASE 5, AS RECORDED IN MAP BOOK 47, PAGES 103 AND 104 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE GO ALONG SAID PHASE 5 THE FOLLOWING COURSES AND DISTANCES, SOUTH 87 DEGREES 33 MINUTES 40 SECONDS WEST, A DISTANCE OF 284.89 FEET TO A POINT; THENCE SOUTH 22 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 12.13 FEET; THENCE SOUTH 67 DEGREES 33 MINUTES 40 SECONDS WEST A DISTANCE OF 125.00 FEET; THENCE SOUTH 22 DEGREES 26 MINUTES 20 SECONDS WEST A DISTANCE OF 130.00 FEET; THENCE SOUTH 33 DEGREES 56 MINUTES 12 SECONDS WEST A DISTANCE OF 232.81 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 57 SECONDS EAST A DISTANCE OF 23.00 FEET; THENCE DEPARTING SAID PHASE 5, SOUTH 89 DEGREES 02 MINUTES 03 MINUTES WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 59 DEGREES 14 MINUTES 18 SECONDS WEST A DISTANCE OF 430.00 FEET; THENCE NORTH 29 DEGREES 54 MINUTES 48 SECONDS EAST A DISTANCE OF 214.88 FEET; THENCE NORTH 10 DEGREES 50 MINUTES 13 SECONDS WEST A DISTANCE OF 178.22 FEET; THENCE NORTH 60 DEGREES 55 MINUTES 47 SECONDS EAST A DISTANCE OF 41.73 FEET; THENCE NORTH 77 DEGREES 29 MINUTES 06 SECONDS EAST A DISTANCE OF 41.02 FEET; THENCE NORTH 16 DEGREES 38 MINUTES 43 SECONDS WEST A DISTANCE OF 113.33 FEET TO POINT IN CURVE, CONCAVE SOUTH HAVING A RADIUS OF 475 FEET; THENCE ALONG SAID CURVE PASSING THROUGH A CENTRAL ANGLE OF 1°52'39", A CHORD BEARING N74°17'37"E, 15.56 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 04 SECONDS WEST A DISTANCE OF 166.95 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 11 SECONDS WEST A DISTANCE OF 32.49 FEET; THENCE NORTH 48 DEGREES 38 MINUTES 22 SECONDS WEST A DISTANCE OF 240.58 FEET; THENCE NORTH 56 DEGREES 23 MINUTES 38 SECONDS EAST A DISTANCE OF 201.15 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 02 SECONDS EAST A DISTANCE OF 590.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 58 SECONDS WEST A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 233.34 FEET; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 359.01 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 153.16 FEET; THENCE SOUTH 25 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 100 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 550.00 FEET; THENCE SOUTH 10 DEGREES 28 MINUTES 00 SECONDS EAST A DISTANCE OF 225.00 FEET; THENCE SOUTH 53 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 782.48 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, 245.34 FEET; THENCE DEPARTING THE NORTH LINE OF GOVERNMENT LOT 4, AT A RIGHT ANGLE, SOUTH 30 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, PARALLEL TO THE NORTH LINE OF GOVERNMENT LOT 4, 403.46 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS WEST, 801.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 11 SECONDS EAST A DISTANCE OF 10.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 358.93 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "C" AS SHOWN ON SURVEY BY SOUTHERN RESOURCE MAPPING CORPORATION, DATED 9-20-93; THENCE ALONG SAID WESTERLY LINE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 1.00 FOOT, THENCE LEAVING SAID WESTERLY LINE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 358.92 FEET TO A POINT ON THE EASTERLY LINE OF TRACT "F" AS SHOWN ON SAID SURVEY BY SOUTHERN RESOURCE MAPPING CORPORATION; THENCE ALONG SAID EASTERLY LINE NORTH 00 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 1.00 FOOT TO THE AFOREMENTIONED POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED LAND AS RESERVED IN WARRANTY DEED RECORDED IN O.R. BOOK 4018 PAGE 4044, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 4, SECTION 35, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4, 245.34 FEET; THENCE DEPARTING THE NORTH LINE OF GOVERNMENT LOT 4, AT A RIGHT ANGLE, SOUTH 30 DEGREES 09 MINUTES 57 SECONDS EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 59 DEGREES 50 MINUTES 03 SECONDS EAST, PARALLEL TO THE NORTH LINE OF GOVERNMENT LOT 4, 403.46 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 47 SECONDS WEST, 801.32 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 11 SECONDS EAST A DISTANCE OF 10.25 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 36 MINUTES 03 SECONDS EAST A DISTANCE OF 358.93 FEET TO A POINT ON THE WESTERLY LINE OF TRACT "C" AS SHOWN ON SURVEY BY SOUTHERN RESOURCE MAPPING CORPORATION, DATED 9-20-93; THENCE ALONG SAID WESTERLY LINE SOUTH 00 DEGREES 17 MINUTES 02 SECONDS WEST A DISTANCE OF 1.00 FOOT, THENCE LEAVING SAID WESTERLY LINE SOUTH 88 DEGREES 36 MINUTES 03 SECONDS WEST A DISTANCE OF 358.92 FEET TO A POINT ON THE EASTERLY LINE OF TRACT "F" AS SHOWN ON SAID SURVEY BY SOUTHERN RESOURCE MAPPING CORPORATION; THENCE ALONG SAID EASTERLY LINE NORTH 00 DEGREES 09 MINUTES 11 SECONDS WEST A DISTANCE OF 1.00 FOOT TO THE AFOREMENTIONED POINT OF BEGINNING.


MATCH TO SHEET 2
MATCH TO SHEET 4
TURNBULL COVE DRIVE (50' R/W)
CLASSIC GOLF AMERICA, INC.
TURNBULL ACRES MAP BOOK 34, PAGES 92-97 VACATED PER O.R. BOOK 3921, PAGES 1948-1950
TRACT "B"
TRACT "C"
LIFT STATION TRACT "C-1"
AREA NOT INCLUDED PER LEGAL DESCRIPTION. INGRESS, EGRESS & UTILITIES EASEMENT PER LEGAL DESCRIPTION.
15' DRAINAGE & MAINTENANCE EASEMENT 7.5' ON EACH SIDE OF LOT LINE
UNABLE TO SET
NAIL & DISK (SET) L.S.3865 IN TREE ROOT
NAIL & DISK (SET) L.S.3865 IN TREE ROOT
DETAIL N.T.S.
DETAIL "A" - NO SCALE
DETAIL "B" - NO SCALE
S00°17'02"W 153.16'
S25°10'00"W 100.00'
S00°17'02"W 550.00'
S 00°17'02" W 715.96'
S10°28'00"E 225.00'
S53°02'43"E 782.48'
N00°09'11"W 233.34'
N00°17'02"E 590.00'
N89°36'03"E 359.01'
N89°36'03"E 358.93'
N56°23'38"E 201.15'
N48°38'22"W 240.56'
S83°42'11"W 32.49'
N14°46'04"W 166.95'
N16°38'43"W 113.33'
S89°42'11"W 122.56'
S02°38'57"E 68.11'
N 02°38'57" W 148.10'
S02°38'57"E 78.89'
N03°44'43"W 175.10'
S03°44'43"E 88.14'
S10°34'19"E 163.73'
N10°24'16"W 147.18'
R=475.00 L=15.57 TAN=7.78 Δ=1°52'39" CH=15.56' S.74°17'37"W.
R=365.00' DELTA=10°41'16" L=68.07' CB=S05°57'05"E

THE CITY OF NEW SMYRNA BEACH - BUILDING DEPARTMENT

CONSIDER A REQUEST TO APPROVE THE ADDITION OF THREE NEW CODE ENFORCEMENT OFFICERS (TWO FULL-TIME AND ONE PART-TIME), PLUS TWO NEW VEHICLES FOR THE TWO FULL-TIME CODE ENFORCEMENT OFFICERS.

November 17, 2020

Background:

Additional resources in Code Enforcement are needed to meet the current demand and to make progress towards meeting the long-term goal of providing proactive Code Enforcement services. The current staff is often overwhelmed with the high volume of daily calls for service, which are generally complaint-driven.

Starting in the current fiscal year, Code Enforcement has been moved into Development Services as part of the Building Department. Many of the calls for Code Enforcement services are directly related to building and development issues, such as construction work being performed without a permit, illegal clearing, tree violations, and construction noise complaints. Having Code Enforcement in the Building Department will enable the City to better coordinate and respond to these issues.

Findings:

Based on staff's analysis, the addition of four new full-time Code Enforcement officers is preferred. At this time, staff is requesting the addition of two full-time officers and one part-time officer. The Code Enforcement level-of-service will significantly improve with these new officers, and the possible need for additional officers can then be further evaluated for future consideration. The annual cost of the new officers is estimated to be $125,000, and will be funded by the Building Department.

Two new vehicles are requested for the two new full-time Code Enforcement officers. Code Enforcement uses a "pool" approach for vehicle utilization, and the two new vehicles will be added to the current vehicle pool. The vehicles will be Ford Ranger trucks purchased from Duval Ford under the Florida Sheriff's Association Contract, at a cost of $25,328/each, for a total of $50,656.

Staff recommends the City Commission approve the addition of three new Code Enforcement officers (two full-time and one part-time), plus two new vehicles for the two full-time Code Enforcement officers.

Fiscal Analysis:

The three new Code Enforcement positions and the two vehicles will be funded by the Building Department, through a transfer from the Building Fund balance. The annual cost of the three positions is estimated to be $125,000, based on a cost of $50,000/year for each of the two full-time positions, and $25,000/year for the part-time position. Each vehicle costs $25,328, for a total of $50,656 for two new vehicles, which will be purchased from Duval Ford under the Florida Sheriff's Association Contract.

Strategic Plan Item:

No

Staff Report Created By: Brian Fields - Assistant City Manager

Attachments:

Ford Ranger Price Quote 10-30-20.pdf

NEW SMYRNA BEACH

Prepared for:		Contract Holder	10/30/20
	NEW SMYRNA BEACH GARRETT MCCAFFERTY 386-424-2210 gmccafferty@cityofnsb.com	*Duval Fleet Sales* *Laura Torbett* *(Work) 904-388-2144* *(Fax) 904-387-6816* *(Cell) 904-568-6027* Laura.Torbett@duvalfleet.com *5203 Waterside Dr Jax, Fl 32210*	
		PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	

We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor	Code	Equipment	Price
0	SPEC 145	*2020 FORD RANGER CREW CAB 4X2 XL - R4E*	$ 23,114.00
0	99H	2.3L ECOBOOST	$ -
0	126	126" WHEELBASE 5' BED	$ -
0	67F	POWER WINDOWS & DOOR LOCKS	$ -
0	101A	101A MID EQUIPMENT GROUP	$ 1,134.00
0	WT4	WEATHER TECH LASER CUT MATS- FRONT & BACK	$ 325.00
0	LAPTOP	LAPTOP STAND PASSENGER SIDE MOUNTED AND UNIVERSAL CRADLE	$ 755.00
0			$ -
0	YZ	EXTERIOR: OXFORD WHITE	$ -
0	SH	INTERIOR: EBONY VINYL SEATS	$ -
0		VINYL FLOOR	$ -
0			$ -
0			$ -
0			$ -
0			$ -
0			$ -
0			$ -
0			$ -
0			$ -
	VENDOR COMMENTS		
UNIT COST			$ 25,328.00

TOTAL QUANTITY	1	*TOTAL PURCHASE*	$ 25,328.00

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER THE APPROVAL OF THE AMENDED HOMELESS AND DISADVANTAGED RECIPIENT REPORT.

November 17, 2020

Background:

The City's Homeless/Disadvantaged Grant was budgeted for fiscal years 2017-2018, 2018-2019, 2019-2020 and 2020-2021 with the funded programs beginning in November and ending in September. This grant program has been funded in the amount of $35,000.

The Homeless and Disadvantaged Grant was approved by the City Commission for fiscal year 20/21 in the amount of $35,000 on October 13th. Seven 501c3 or non-profit organizations were awarded the full amount as the committee believed to best serve the New Smyrna Beach community. The applicants requested sixty five thousand dollars ($65,000) during this funding cycle.

On October 16th, Mr. Buck James, Executive Director of HUM and Homeless and Disadvantage grant recipient notified the committee that he regrettably had to decline the Homeless and Disadvantaged Grant. He felt the funding would not allow him to continue to send case management on a weekly basis to New Smyrna Beach. His organization would continue to distribute grocery bags at 524 North Dixie Highway.

As a result of the above statement, Irma Terry, Community Resource Coordinator, Chris Edwards, CRA/Economic Development Director, Lieutenant Chris Kirk, NSB Police Department, Donna Hardy, Advent Health Counselor, Mildred White, Retired Teacher and Christy Bell, Retired Nurse recommends the following:

Name	Original Award	Request	Service	Total Award

NSB Housing Authority	$3,000	**$1,000 increase**	Provide food bags to children and seniors	**$4,000**
First United Methodist Church	$4,500	**$500 increase**	Provide PPE Supplies to the homeless and disadvantaged	**$5,000** -
St. Vincent De Paul Conference of Sacred Church	$2,500	**$500 increase**	Provide emergency shelter/utility services	**$3,000**

Staff recommends the above changes be considered for approval.

Findings:
N/A

Fiscal Analysis:
The requested changes do not affect the budget.

Strategic Plan Item:
No

Staff Report Created By: Irma Terry

Attachments:

Amended Homeless and Disadvantaged Report.doc

City of New Smyrna Beach

210 Sams Avenue, New Smyrna Beach, FL * 386-410-2600

October 22, 2020

MEMORANDUM FOR THE RECORD:

To: Khalid Resheidat
City Manager

From: Irma Terry
Community Resource Coordinator

Subject: Amended Recipients for Homeless and Disadvantaged Grant 2020-2021

The Homeless and Disadvantaged Grant Committee consisted of the following members: Mr. Chris Edwards, CRA Economic Development Director, Lieutenant Chris Kirk, NSB Police Department, Mrs. Mildred White, Retired Teacher, Ms. Christy Bell, Retired Nurse, Ms. Donna Hardy, Advent Health-Community Health Counselor; and staff liaison Ms. Irma Terry. For the purposes of this memo, the grant this year gave the ability for an organization to apply for an administrator of a program and the ability to apply for more than one program as long as the additional program was directly involved with assisting the homeless and disadvantaged.

On October 16th, Mr. Buck James, Executive Director of Halifax Urban Ministries and chosen recipient of the Homeless and Disadvantaged Grant in the amount of $2,000, notified the Homeless ad Disadvantaged committee of his decision to decline the Grant.

On October 21, 2020 an email was forwarded to all committee members asking how they would like to reallocate the funds. The committee came to a consensus to increase the award amount of three (3) programs as noted below:

Applicants	Description of Grant	Proposed Grant Amount
St. Vincent De Paul Conference of Sacred Church	This is the 1st year for this program. The program would assist the Homeless and Disadvantaged population by providing emergency shelter as needed through hotels or private homes and utility assistance. They will operate 52 weeks per year and have been in existence since 2012. Their program have been ongoing since the pandemic.	**$3,000**
Gods Bath House	This is the first year this program is operating on their own merit. This program was under the auspices of Our Lady Star	$7,000

	of the Sea for the past 3 years. This program is requesting funds for underwear, socks, shower products, gas and vehicle maintenance. God's Bath House is a mobile shower unit that visits three locations in the City of New Smyrna Beach three days a week: Allen Chapel A.M.E. Church, the First United Methodist Church and the New Smyrna Beach Shrine Club. God's Bathhouse showers were on hold temporarily as a result of COVID, but continued to provide personal hygiene items to women and men in New Smyrna Beach at 600 Canal Street. The mobile truck has resumed their shower services as of June. God's Bath House is a mobile unit that travels from Deland to New Smyrna Beach. As a point of history, the program began at Coronado United Methodist Church in New Smyrna circa 2013 as a vision that has now come to fruition.	
First United Methodist Church	This program (in its fourth funding year) will provide medication assistance, bug spray, Band-Aids, hand sanitizers, masks, sunscreen, socks, shoes and underwear. These items are critical all year and will offer basic supplies and safety measures to those individuals transitioning to permanent housing.	**$5,000**
New Smyrna Beach Housing Authority	This program is two-fold and is in its fourth funding year: The Homeless Management Information System (HMIS) Input Worker will input information into a collaborative system that helps the homeless find the supportive services they need through the Volusia Flagler Coalition for the Homeless. The Community Service Manager will manage the Community Resource Center and provide assistance to the homeless and disadvantaged with resumes, cover letters, and work searches. The Grant funds will be used to employ the CRC Worker and HMIS worker from the period of November/20 through September/21. During the pandemic, the program advertised cell phone services to ensure continuity.	$4,000
New Smyrna Beach Housing Authority	The Housing Authority was a distribution center for the children and senior bags during the last grant cycle. This program will distribute children food bags and senior/ homeless food bags. Children are provided healthy snacks 3 days a week after school at the Community Resource Center and the seniors would receive monthly senior and homeless food bags at the Community Resource Center at 600 Greenlawn. Due to COVID-19 and the extreme amount of families that lost their jobs, they were able to expand their services through drive up services to distribute food to the community.	**$4,000**
Church Parish Nurse Ministries, Inc.	This is the second year of funding for this program (approved for funding in 18-19) and would be an expansion of the existing program of providing support services to the community. This Eviction Prevention Program would provide assistance with mortgage and delinquent property tax payments, rental unit assistance, and utility shut-off assistance. This organization	$7,000

	has been in existence since 2005. The program will operate Monday-Friday 10am-6pm and home visits on request.	
Under the Stars Mission, Inc.	This is the first year for this program. The program would assist the Homeless and Disadvantaged population by providing hot meals twice weekly and offering extra food, when available. The program has served 250-300 homeless and disadvantaged individuals weekly since the pandemic.	$5,000
Total		**$35,000**

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER A REQUEST TO APPROVE THE FOURTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CRA AND THE NEW SMYRNA BEACH HOUSING AUTHORITY.

November 17, 2020

Background:

The New Smyrna Beach Housing Authority is requesting an amendment to the agreements with the City and the CRA regarding the construction of affordable housing in the Dimmick Street and Julia Street area:

1. The original agreement was entered into on June 26, 2018, for the purpose of assisting the Housing Authority with the construction of new affordable housing units in the specified area. The assistance included land donation and CRA funding.

2. The First Amendment was entered into on October 21, 2019, for the purposes of:

a) Allowing a duplex consisting of two one bedroom units with garages for the Phase 2 site, which is North of the Phase 1 site at the NE corner of Julia and Dimmick Streets;

b) Allowing the monthly reports submitted by the Housing Authority to Volusia County to satisfy the requirements in Section 6 of the original agreement for reporting; and

c) The timing of the CRA payment, and that no administrative or operational costs were eligible for reimbursement.

3. The Second Amendment was entered into on March 4th, 2020, for the purposes of:

a) To provide for reimbursement for infrastructure and other construction-related capital improvement costs and additional funding for paving of right-of-way in Phase II;

b) Allowing the monthly reports submitted by the Housing Authority to Volusia County to satisfy the requirements in Section 6 of the original agreement for reporting;

c) The timing of the CRA payment, and that no administrative or operational costs were eligible for reimbursement.

4. The Third Amendment was entered into on August 25th, 2020 for the purpose of extending the project completion date from September 30, 2020 to November 15, 2020,

due to not being able to perform construction as scheduled nor obtain permits as a result of the impacts of COVID-19.

The CRA reimbursed the Housing Authority $75,000 per the terms in the original and amended agreements, including the use of the funds (infrastructure of other construction-related capital improvement costs; administrative and operational costs are not eligible for reimbursement); and up to $68,000 will be allocated toward the pavement of the dedicated right-of-way that serves as the driveway for one or both of the Phase 2 units.

The purpose of the Fourth Amendment is to request an extension to the project completion date from November 15, 2020 to January 29, 2021, due to the impacts of COVID-19, pavement of the dedicated right-of-way, and other construction related issues.

The CRA funding for Phase 2 was anticipated in the prior agreements and has been budgeted in the current year CRA budget.

Findings:
Staff recommends approval of the Fourth Amendment to the Interlocal Agreement.

Fiscal Analysis:
CRA budget supports this action.

Strategic Plan Item:
No

Staff Report Created By: Irma Terry

Attachments:

FOURTH_AMENDMENT-INTERLOCAL_AGREEMENT (5).docx

Community Redevelopment Agency

FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT
City of New Smyrna Beach, New Smyrna Beach Housing Authority Development Corporation, and Community Redevelopment Agency of the City of New Smyrna Beach

This Fourth Amendment to Interlocal Agreement is entered into as of this _____day of _____, 2020, by and among the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation, (hereinafter referred to as the "City"); and THE NEW SMYRNA BEACH HOUSING DEVELOPMENT CORPORATION, (hereinafter referred to as the "Development Corporation") and the Community Redevelopment Agency of the City of New Smyrna Beach (hereinafter referred to as "CRA").

WHEREAS, the City of New Smyrna Beach and New Smyrna Beach Housing Development Corporation entered into an Interlocal Agreement on or about July 25, 2018, for the purpose of constructing affordable housing units; and

WHEREAS, the City of New Smyrna Beach and New Smyrna Beach Housing Development Corporation executed the First Amendment to Interlocal Agreement on or about October 21, 2019 to allow for adjustments to the type of units constructed and to revise the requirements related to monthly reporting and costs eligible for reimbursement; and

WHEREAS, the City of New Smyrna Beach and New Smyrna Beach Housing Development Corporation executed the Second Amendment to Interlocal Agreement on or about March 4, 2020 to provide for reimbursement for infrastructure and other construction-related capital improvement costs and additional funding for paving of right-of-way in Phase 2; and

WHEREAS, the City of New Smyrna Beach and New Smyrna Beach Housing Development Corporation executed the Third Amendment to Interlocal Agreement on or about August 25, 2020 to extend the project completion date from September 30, 2020 to November 15, 2020 due to not being able to perform construction as scheduled nor obtain permits as a result of the impacts of Covid 19; and

WHEREAS, the parties seek to further amend the existing agreement to request an extension to the project completion date from November 15, 2020 to January 29, 2021 due to the effects of COVID, pavement of right-of-way in Phase II and other construction related issues; and

WHEREAS, the City, CRA, and the Development Corporation believe it to be in the best interest of all the parties to enter into this Fourth Amendment to Interlocal Agreement

in order to memorialize the respective commitments of each party; and

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

1. Section 7 of the lnterlocal Agreement is hereby amended to read as follows:

7. Reimbursement for **Phase 1:** The CRA funds will be provided on a reimbursement basis and no administrative or operational costs will be reimbursed. The Development Corporation must provide the documentation provided in the reimbursement procedures below in a timely manner to allow the CRA contribution of $75,000 to be reimbursed in total by November 15, 2019 as there is a caveat with the funding from the County. The County SHIP funds includes a caveat that the (1) 2 bedroom duplex must be built and occupied by November 15, 2019.

Reimbursement for Phase 2: The CRA funds will be provided on a reimbursement basis for the cost of infrastructure and other construction-related capital improvement costs. However, no administrative or operational costs will be reimbursed. The Development Corporation must provide the documentation provided in the reimbursement procedures below in a timely manner to allow the CRA contribution of $75,000 to be reimbursed in total by January 29, 2021.

The reimbursement procedures are as follows:

- Cancelled Checks: all expenditures for the project must be transacted by check, including both the expenditures for which the Development Corporation is requesting reimbursement as well as other project expenditures.

- Detailed Invoices: each cancelled check shall be for the payment of a specific, detailed invoice which lists the individual items of work or materials in the project budget for the units described above that have been completed and are ready for payment.

- Contractor Statement: at the conclusion of the project: a statement signed by the contractor that the contractor has been paid in full at a specified amount, and that the contractor and all subcontractors and material suppliers release all liens that may have been filed for the project.

- The contractor and the Development Corporation agree to allow CRA staff and/or their designees to inspect financial records of the project.

- "Before" pictures submitted at the time of the Notice to Proceed for the contractor selected by the Development Corporation.

- "After" pictures shall be submitted with the reimbursement request of all areas of the completed project.

Non-compliance with agreement reimbursement procedures shall result in denial of payment.

a. Reimbursement:

- Upon inspection of the completed project by the City Building Department and CRA staff, reimbursement items listed above, and verification that all project construction tasks have received final inspection and approval by appropriate City Department Staff, the applicant will be reimbursed the total approved project costs, not to exceed the reimbursement amount of $75,000 at the time of the Certificate of Occupancy (CO) is received and all documentation required by the Agreement is received.

2. Section 10 of the Interlocal Agreement is hereby amended to read as follows:

10. Applications for Additional Funding: The Development Corporation can make application for additional funds for infrastructure or other construction related capital improvement costs as the project moves on to Phase 2 and 3.

A. The City, with available CRA funding, agrees to pave the portion of right-of-way north of the Phase 2 units that is necessary to service the garages attached to those units. The cost of the paving shall not exceed $68,000, and the work shall be complete no later than January 29th, 2021. In the event the cost of paving exceeds $68,000, the Development Corporation shall be responsible for payment of the remaining balance prior to making any additional applications to the City for additional funding under this Section 10.

DATED this _____day of _____, 2020, by the **CITY OF NEW SMYRNA BEACH, FLORIDA.**

CITY OF NEW SMYRNA BEACH, FLORIDA

_____
Mayor

CITY OF NEW SMYRNA BEACH, FLORIDA

_____
City Manager

CITY OF NEW SMYRNA BEACH, FLORIDA

_____
Director/Community Redevelopment Agency

ATTEST:

_____
City Auditor and Clerk

Approved as to form and correctness:

_____
City Attorney

DATED this _____day of _____, 2020 by the **NEW SMYRNA BEACH HOUSING DEVELOPMENT CORPORATION.**

NEW SMYRNA BEACH HOUSING DEVELOPMENT CORPORATION

_____
Executive Director

STATE OF FLORIDA
COUNTY OF VOLUSIA

Signed before me this day_____, 2020. Teresa Pope is personally known to me.

_____
Notary Public

_____
Date

THE CITY OF NEW SMYRNA BEACH - CRA/ECONOMIC DEVELOPMENT

CONSIDER A REQUEST TO PROVIDE A LETTER OF SUPPORT FOR THE MAYOR TO EXECUTE AS PART OF THE NEW SMYRNA BEACH HOUSING AUTHORITY'S UNITED STATES HOUSING AND URBAN DEVELOPMENT DECEMBER 2020 APPLICATION SUBMITTAL FOR A MOVE TO WORK DEMONSTRATION PROGRAM PLAN.

November 17, 2020

Background:

The Housing Authority of the City of New Smyrna Beach (NSB) has been selected from HUD to submit a plan for Moving to Work (MTW). This program will allow the agency to remove stringent HUD regulations as they pertain to affordable housing policies. The only other agency in the state of Florida to have this program is the Orlando Housing Authority. The NSB Housing Authority will be a trend setter for other small Housing Authorities as they put a plan together to help the NSB community become a Moving to Work community. The agency has had two public hearings and two resident meetings for input into the plan.

The New Smyrna Beach Housing Authority's vision of quality housing will include the repositioning of its Public Housing portfolio through demolition and new construction of the oldest housing communities, which the City has already started with the commitment of CRA funds to the LIHTC Senior housing property awarded to the agency this year. With the continued support of the City of New Smyrna Beach, the Housing Authority will be able to continue to provide new affordable housing to the community.

As a result, the Housing Authority is asking for a letter of support from the City to send with the MTW Plan that will be presented to the Housing Board of Commissioners on December 2, 2020 and submitted to HUD on December 3, 2020.

Staff recommends approval to provide a Letter of Support for the Mayor to execute on behalf of the City Commission as part of the New Smyrna Beach Housing Authority's United States Housing and Urban Development December 2020 application submittal for a Move to Work Demonstration Program Plan.

Staff recommends approval to provide a Letter of Support for the Mayor to execute on behalf of the City Commission as part of the New Smyrna Beach Housing Authority's

United States Housing and Urban Development December 2020 application submittal for a Move to Work Demonstration Program Plan.

Findings:
N/A

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Christopher Edwards

Attachments:

MTW Draft Plan V4.pdf
Moving to Work Official Letter.pdf

MOVING TO WORK

PLAN AND APPLICAITON

DRAFT

Affordable Housing for the Community

New Smyrna Beach Housing Authority

POSTED OCTOBR 12, 2020

VISION FOR NSBHA'S LOCAL MTW PROGRAM

The overall Vision for the New Smyrna Beach Housing Authority Moving to Work program is an integrated quality housing model that transforms families from poverty to prosperity while sustaining financial viability of our organization through implementation of more efficient business processes.

MTW provides NSBHA with the opportunity to develop and implement a comprehensive, integrated and coordinated service delivery model that combines housing; coaching and mentoring; life skills and empowerment; education; and, workforce development. Work alone has long been the central principle for moving individuals from dependence to economic self-sufficiency. Workforce development programs emphasize immediate job placement over education, pre-employment training or career advancement supports. Short-term emphasis on job placement at the expense of long-term services and supports that enable individuals to advance to jobs that pay sustaining-wages, has resulted in low-income individuals entering the labor market but, without sufficient gains to become economically self-sufficient. Lasting solutions to poverty require integrated and sequential delivery of education, training and supports that will enable low-income individuals to acquire the skills and competencies they need to move up the career ladder into higher paying, stable jobs. The self-sufficiency construct under NSBHA's MTW Program will emphasize the long-term nature of poverty alleviation.

Our Vision of quality housing will include the repositioning of our Public Housing portfolio through demolition and new construction of our oldest housing communities. The quality housing model we envision also includes the implementation of initiatives that will provide voucher families with expanded options in higher cost areas closer to services, employment and educational centers.

Our Vision of sustaining financial viability of our organization through more efficient business processes embraces operational improvements and procedures that will result in cost savings in the overall administration of our programs.

The New Smyrna Beach Housing Authority wants to participate in the MTW Demonstration Program to utilize the available flexibilities to address the unique needs of our community. As a coastal beach community, housing options are limited as owners benefit more from short-term vacation rentals than long-term rentals. Low-paying job opportunities abound in the hospitality sector but many individuals, even those working full-time, do not earn enough to cover basic housing needs. The high cost of living and limited housing options necessitates career advancement opportunities. In partnership with our community cohorts, we can more easily address these challenges with the flexibilities provided under the MTW Program.

Fair Housing and Civil Rights Actions - The New Smyrna Beach Housing Authority will carry out the MTW Demonstration Program in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining the MTW activities and initiative or proposed activities, identifying any impediments to fair housing choice within those activities, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the NSBHA's involvement and by maintaining records reflecting these analyses and actions.

PLAN FOR FUTURE COMMUNITY/RESIDENT ENGAGEMENT

Our plan for successful community and resident engagement is designed to inform and shape our MTW Program to better serve our residents and the community; generate needed stakeholder support, and facilitate plan implementation. Great community engagement entails hearing from a large and diverse audience and collecting meaningful public input to inform decisions.

NSBHA has a very comprehensive and active FSS Coordinating Committee comprised of 20 key stakeholders in our Community and an additional 11 key stakeholders that we partner with for Mainstream Vouchers. Stakeholders include most community service organizations and representatives of City and County government. It is our intent to utilize these extensive existing community partnerships along with key resident leaders to create an MTW Advisory Committee that will work jointly with us in the development and implementation of our MTW Program and serve as MTW ambassadors to communicate accurately about the purpose and goals of our MTW Program. MTW Advisory Committee meetings will be posted in advance and open to the general public and all residents who will be encouraged to attend.

General communication will include a specific section on our website dedicated to our MTW Program; quarterly newsletters to residents; guest articles in community based publications; fact sheets for each specific initiative to be developed; and a specific implementation plan for each activity adopted.

OPERATING AND INVENTORY INFORMATION

New Smyrna Beach Housing Authority owns and manages 4 Public Housing Communities with a total of 126 units. Donnelly Homes built in 1954 has a total of 12 units; Live Oak Homes

was built in 1962 has a total of 40 units; Greenlawn Terrace was built in 1954 and has a total of 34 units; and Enterprise Homes has a total of 40 units and was built in 1962.

All Public Housing communities serve the general population and have a mix of 1-bedroom through 5-bedroom units. Live Oaks unit mix also includes 4 efficiency units.

Our Public Housing Program consists of 77% single headed households and 23% couples; 78% of all heads of households are female while 22% are male; 29% of all households have earned income from wages; 35% receive Social Security benefits; 15% receive SSI benefits; and the balance of 21% have other sources of income, including 2% with no reported income.

Public Housing families are 64% White; 32% Black; 3% of Mixed Race; and 1% Asian; of these families. 94% are non-Hispanic and 6% are Hispanic.

As noted above, all Public Housing communities are over 50 years old and in need of recapitalization. We currently have plans to submit a Section 18 obsolescence application to demolish and dispose of Greenlawn Terrace and Enterprise Homes which are located on contiguous sites. We were successful in a securing a 9% Low Income Housing Tax Credit allocation earlier this year and will be building a new community on the site.

All Public Housing Communities maintain high occupancy levels of 95% or more. The only leasing issue we face in Public Housing is the decline of large families in our community resulting in a decreased need for 4- and 5-bedroom units. Several of these units are underoccupied by smaller households.

NSBHA also administers a variety of Section 8 Housing Choice Voucher Programs. We have a baseline of 253 Housing Choice Vouchers; 93 Mainstream Vouchers and 10 VASH Vouchers.

Our Voucher Programs consists of 89% single headed households and 11% couples; 78% of all heads of households are female while 22% are male; 28% of all households have earned income from wages; 39% receive Social Security benefits; 18% receive SSI benefits; and the balance of 15% have other sources of income. Voucher families are 64% White; 32% Black; 3% of Mixed Race; and 1% Asian; of these families. 94% are non-Hispanic and 6% are Hispanic.

The leasing challenge in our Voucher Program is access to high quality housing in areas of opportunity. Landlords unwillingness to participate in the voucher program as well as limited payment standards limits the choices available to our voucher holders.

The primary demographic change we anticipate for the families we serve is an increase of the percent of households with earned income. Our MTW plan will include required participation in self-sufficiency activities designed to increase skills to achieve sustainable wages.

PLAN FOR LOCAL MTW PROGRAM

The New Smyrna Beach Housing Authority will implement the following types of initiatives under its local MTW Program.

COST EFFECTIVENESS

- **Simplification of Rent Calculation** including elimination of assets and deductions; flat utility allowances; elimination of EID; and simplification of income determination. This initiative will result in reduced staff time calculating tenant rent; thus, lowering operational costs for program administration.
- **Alternate Inspection Requirements** will include an initial baseline inspection and assignment of a unit quality rating; based on rating, owners will certify to HQS compliance. Each year 20% of all units will be randomly selected for inspection. This initiative will significantly

reduce the number of inspections resulting in a reduction of staff hours and associated costs; thus, lowering program administration costs.

- **Tiered Rents and Minimum Rent by Bedroom Size** will provide a flat rent schedule based on income bands within the area median income and will facilitate the rent calculation process. This will reduce time to complete rent transactions and reduce staff costs accordingly.
- **Alternate Interim Recertifications** will reduce the number of interim recertifications and reduce staff costs accordingly. Interims will only be conducted if household income decreases through no fault of the tenant, by a significant percent per month, to be determined based on further analysis.
- **Triennial Recertifications** will reduce the number of monthly recertification transactions resulting in reduction of staff time and associated costs.

SELF-SUFFICIENCY

- **Community Resource Initiative Alliance (CRIA)** will provide a self-sufficiency continuum that is integrated and holistic. NSBHA's current Community Resource Center provides an array of support services including free cell phones and charging stations for the homeless, food security programs and services supporting the traditional FSS program. CRIA will be an MTW initiative requiring participation in a self-sufficiency program designed to assist individuals to acquire the skills and competencies needed to secure a sustainable wage. CRIA will include an education and/or work requirement. Expansion of supports will include "warp-around" services incorporating child care, transportation and education. The current FSS Program Coordinating Committee will be expanded to the CRIA Coordinating Committee and will communicate a shared vision of self-sufficiency throughout the community. Financial incentives will be provided to program participants based on completion of stated goals. Pay-

out of the financial incentives earned will be provided upon exit from the assisted housing program. This initiative will result in self-sufficiency of program participants.

- **Phased Reduced Subsidy** will encourage HCV program participants to more aggressively pursue education and training opportunities offered through other MTW self-sufficiency initiatives. Beginning with year 5 through year 8, subsidy will be reduced on a sliding scale basis to prepare residents for program exit. A detailed exit strategy will be developed households within two years of implementation of this activity. This initiative will result in self-sufficiency of participants.
- **Phased Increased Rent** will apply to Public Housing residents in the same way as the Phased Reduced Subsidy applies to HCV participants. Beginning in year through year 8, rent will increase on a sliding scale basis to prepare residents for program exit. A detailed exist strategy will also be developed for public housing residents.

HOUSING CHOICE

- **Local Project Based Voucher Program** will increase the percent of baseline vouchers that will be project based and the number of units per project that can be project based. The local PBV program will also allow for an upfront commitment of PBV units to enable NSBHA to be more competitive in the LIHTC process. This initiative will enable NSBHA to expand housing choice through the development of new housing options particularly in areas of opportunity throughout our community.
- **Local Payment Standards** will expand housing choice through higher payment standards in the higher cost areas of our jurisdiction. Working with a real estate market firm, we will determine the submarkets and complete a rental analysis for each submarket. Payment standards will be established at 50% of the median rent within each submarket.

- **Landlord Incentive Program –** Properties located in areas with a poverty rate and minority concentration rate less than the overall city rates and owners that have never participated in the HCV program will receive a bonus when they accept a voucher. This initiative will expand housing choice to areas of opportunity.
- **Local Homeownership Program** - NSBHA will develop and implement a local homeownership program in partnership with Habitat for Humanity. We envision a model similar to Habitat but will additional program requirements for our participants and a return of a percent of equity upon resale.

PROPOSED USE OF FUNDS

New Smyrna Beach Housing Authority requests authority to use Public Housing and Housing Choice Voucher funds flexibility for implementation of its Moving to Work initiatives. Our proposed uses of funds include Non-Traditional Housing Programs; Landlord Incentive Programs; Secondary Financing to Support Housing Development Projects; and, Wrap-Around Supportive Services as described in our MTW Vision.

NSBHA also anticipates use funds in a fungible manner across traditional Section 8 and Section 9 programs. These uses may include support of vouchers, particularly local Project Based Vouchers above our baseline or additional self-sufficiency cash incentives.

EVIDENCE OF SIGNIFICATION PARTNERSHIPS

NSBHA has developed a multitude of partnerships actively engaged in supporting our current FSS Program. Our partnership with CareerSource Flagler Volusia is key to achieving our MTW Vison.

CareerSource FV is a private non-profit organization that serves as the administrative entity, planner and grant recipient of the Workforce Innovation and Opportunity Act funds for the New Smyrna Beach area. CareerSource FV coordinates a network of service delivery programs focused on developing skills and credentials for individuals to secure employment with sustaining wages. They also provide opportunities for individuals with barriers to employment including persons with disabilities; low income or disadvantaged, homeless, ex-offenders; basic skill deficiencies and those with limited English proficiency.

Our partnership with CareerSource FV offers individualized services to our residents including initial assessment of needs; development of individuals employment plans; job search and placement assistance; career planning; job skills training; interviewing skills; internships and paid work experience activities.

Additional key partnerships that will support our MTW Vison include Early Learning Coalition, a cooperative of providers offering affordable child care; Our Lady Star of the Sea, a local church that created a fund specifically for NSBHA FSS participants to pay for small financial barriers such as auto repairs and gas; laptops; and utility bills. Educational partnerships include Volusia Literacy Alliance who provides tutoring services in preparation for GED and Daytona State College who provides pre-enrollment assessments to determine college readiness and ability to succeed. Our partnership with SCORE provides support to assist residents in growth of entrepreneurial skills for self-employment and business development.

The in-kind resources available through the partnerships described above will support implementation of the key components of our MTW Program.

SIGNIFICANT DATES AND MILESTONES FOR THE MTW PROGRAM

The schedule below highlights the key milestones for the first two years from entry into the MTW Program.

MILESTONE	Q3 21	Q4 21	Q1 22	Q2 22	Q3 22	Q4 22	Q1 23	Q2 23
Entry into the MTW Program								
Execution of MTW Agreement								
Draft Year 1 MTW Plan/Activities								
Resident and Community Engagement								
Plan for IT and Accounting Procedure Changes								
Board Approval Year 1 MTW Plan/Activities								
HUD Approval of Year 1 Plan								
Resident Communication Plan								
Develop Implementation Plans - Year 1 Activities								
Evaluation Plan for Overall Impact of MTW								
Implement Year 1 Activities								
Draft Year 2 Plan								
Resident and Community Engagement								
Board Approval Year 2 Plan								
Year 1 Report Finalized and Submitted to HUD								
HUD Approval Year 2 Plan								
Implement Year 2 Activities								

City of New Smyrna Beach

Catch The Charm

November 18, 2020

Ms. Marianne Nazzarro, Director
Moving to Work Demonstration Program
U.S. Department of Housing and Urban Development
VIA E-Mail: MTWCohort#1@hud.gov

Dear Ms. Navarro:

The City of New Smyrna Beach is excited at the opportunity for our Housing Authority to participate in the Moving to Work Demonstration Program.

The Housing Authority is a critical partner with the City in providing decent, safe, and affordable housing to the low-income residents of our community. The regulatory flexibilities provided under the Moving to Work Program will enable the Housing Authority to develop and implement initiatives that more closely align to the unique needs or our community and support our local goals.

NSBHA has been a progressive partner with the City in the elimination of homelessness and in the provision of support services to help the low-income families in our community strive for economic independence. The Housing Authority Community Resource Center compliments the City's Resource Center providing a continuum of resources to our citizens.

The New Smyrna Beach Housing Authority is well positioned to implement a successful Moving to Work Program and the City strongly supports their application for participation in the MTW Demonstration.

The City looks forward to our continued collaboration with our Housing Authority as they transition to an MTW Agency.

Sincerely,

Russ Owen, Mayor

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

CONSIDER THE APPROVAL A SPECIAL EVENT: CHRISTMAS COASTAL MARKET.

November 17, 2020

Background:

Christmas Coastal Market requests approval to hold their yearly event on Saturday, November 28, 2020 from 6:00am - 7:00pm. The event will include vendors in the street along with street closures. There will be a special event fee of $100 plus tax and banners at $25 each plus tax. Due to Covid-19 and social distancing, there will be no entertainment planned this year.

Fiscal Analysis:

N/A

Strategic Plan Item:

No

Staff Report Created By: Stacy Smith

Attachments:

Coastal Christmas.pdf

RECEIVED
OCT 22 2020

CITY OF NEW SMYRNA BEACH
SPECIAL EVENT APPLICATION
FOLLOW-UP

Name of Event Coastal Christmas Market - Yearly Event

Event Date 11/28/2020

Contact Information CSHD Project Manager

Brief Description of Event Vendors in street
Street Closure

Staff Reviewed

Name	Dept.	Phone	E-mail	Date
	Leisure Services	386-410-2890	dray@cityofnsb.com	11/3/20
M. Haverly	Maint. Ops.	386-424-2205	jhaverly@cityofnsb.com	11/3/20
Robert Mathen	Planning & Dev.	386-410-2800	rmathen@cityofnsb.com	10-22-2020
	Fire Department	386-402-8125	kgaines@cityofnsb.com	10-23-20
	Police Department	386-402-7790	rclaudio@cityofnsb.com	10/28/20
Barbara Bobelak	Code Enforcement	386-410-2800	bbobelak@cityofnsb.com	11/3/2020
	Bldg. Department	386-410-2800	ymysicka@cityofnsb.com	10-23-20

Conditions of Approval

Building Department. Permit Required 287.18
PD - No alcohol Consumption permitted.
Special Event fee $100 plus tax
Banners $25 each plus tax

Road Closures:

PD - Please see 3.2 on Supplement for approval Road Closures.

City Commission Approval Required? Yes ☒ No ☐

City Event? Yes ☐ No ☒

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: CHRISTMAS COASTAL MARKET

1.2 Name of Producer and/or Promoter: CANAL STREET, INC (DBA CSMS)

1.3 Type of Organization ☒ Non-Profit ☐ For-Profit ☐ Charitable ☐ Government

1.4 Contact Person: LILLIAN CONRAD

1.5 Address: 435 Canal St. #202

City: NEW SMYRNA BEACH State: FL Zip Code: 32168

1.6 Work Phone: 386 409 7881 Home Phone: 8137578662 Fax:

Email: CSMD.TRUSTEE@GMAIL.COM Website: CANALSTREETNSB.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: NOV. 08, 2020

3.2 Location of Event: SEE SUPPLEMENT ATTACHED

3.3 Description of Event: SEE SUPPLEMENT ATTACHED

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: 11/28/20 Start: 6:00 a.m./ p.m. End: 7:00 a.m./ p.m.
Set-up: Date: 1 Start 6:00 a.m./ p.m. End: 8:30 a.m./ p.m.
Breakdown: Date: 1 Start: 6:00 a.m./ p.m. End 7:00 a.m./ p.m.
Rain date: Date: N/A Start: a.m./ p.m. End a.m./ p.m.
How will the general public be notified about a cancellation/ postponement of the event?
N/A NO RAIN DATE Anticipated number of attendees: Expected Public 400

3.8 Have you held this event in the City of New Smyrna Beach previously? ☒ Yes ☐ No
If yes, previous date(s): SAT AFTER THANKSGIVING Location(s): SAME AS 2020
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.

AT THIS TIME DUE TO SOCIAL DISTANCING NO ENTERTAINMENT PLANNED

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:_____Type of System:_____

4.4 Sound Time: Start:_____a.m./ p.m. End:_____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? 75

7.3 Type of vending (including number of each):

☒ Clothing_____ ☐ Food/ Beverage _____ ☒ Jewelry _____

☒ Other (describe) CRAFTS

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). 2 or 3

POSSIBLE LOW LEVEL BANNER. SANDWICH BOARD W/NAME OF VENDOR

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: _____

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 _____

10.3 Telephone number to be released for public information: 386 409 7881

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? UP TO 3 SANDWICH BOARDS

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. 10 x 10 W/ 20 BETWEEN

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?

NONE

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

13.2 Will there be any road closures? ☐ No ☒ Yes, Road Name: _____

(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:** SEE SUPPLEMENT

14.1 The applicant shall be required to provide adequate facilities to cover the amount of participates.

14.2 How many Port-O-Lets will be on-site? _____

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? AS IN PRIOR YEARS NO OUTSIDE SAFETY REQUIRED/PLANNED. MEMBERS WILL BE PATROL & MONITOR

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: Lillian Conrad

Printed Name: LILLIAN CONRAD

Date: 10/6/2020 Title of Applicant: EVENT MANAGER Affiliation: APPLICANT

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	
LILLIAN CONRAD	813 787 2662	5:30AM – 7:30 PM	
SANDY DENNISON	386 690 0067	11	11
ALLEN CASEY	407-721-5365	11	11

City of New Smyrna Beach
Leisure Services Department
Banner Reservation Form

Event Name CHRISTMAS COASTAL MARKET

Event Date 11/28/2020 Dates Requested 11/16 – 11/29

Organization NSB DOWNTOWN (DBA CSMD)

Contact Name Lillian Conrad

Email Address CSMD.PROJECT.MGR@GMAIL.COM

Contact Phone/Day 386 409 7281 Evening 813 787 8662

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 Lillian Conrad Date 10/6/2020

Signature Lillian Conrad

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: CHRISTMAS COASTAL MARKET

1. During all special events the Fire Department shall require adherence to all applicable Florida Fire Prevent ion 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:

LILLIAN CONRAD, PROJECT MGR
Lillian Conrad
Applicant Print and Sign

11/6/2023
Date

Fire Chief/Designee

Date

EVENT SUPPLEMENT - CHRISTMAS COASTAL MARKET NOVEMBER 28, 2020

Section	SUPPLEMENTAL INFORMATION
3.2	Canal Street from US1 east to alley/entrance Chamber Parking lot. Side streets North to Julia and South to Downing as needed. Map provides for social distancing of 20' 9if 15 acceptable will revice. Cap for vendors = 75.
3.3	Christmas Market with vendors
3.4	Tent placement: At curbside with access by emergency vehicles down the middle of the street. Orange and Magnolia will be kept free of vendors allowing access on/off of Canal Street for emergency vehicles and businesses to reach their off street parking (example - employee parking lot behind Cory at the intersection of Live Oak and Canal. example - ingress and egress from parking lots Faulkner/Rush to Julia)
3.4	Number of Vendors: Capped at 75
3.4	Portolets on Live Oak strret by Christmas Park or UC Parking Lot
3.4	Barricades will be placed at all intersections on the street closure route. They will be manned as needed.
3.5	Insurance policy on file with City and UC
11.2	Sandwich Boards. Signs directing to portolets
13	Street closure as outlined above at 3.2. Parking will not be available on the sidestreets if vendors need to be placed off Canal due to social distancing (Street: Sams, Live Oak,Palmetto, Rush). Public Parking lots will be accessible. Barricades will be rented from East Coast Cruisers. It is not expected that public parking areas off Canal Street will be restricted from the public.
14	Portolets at Liveoak - Christmas Park. One handicapped and one regular

NOTE SITE PLAN AVAILABLE; HOWEVER, NEED RETURN AFTER REVIEW. ONLY ONE DRAWING AVAILABLE TODAY.

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

CONSIDER THE APPROVAL OF LA-4-20: LICENSE AGREEMENT REGARDING THE PROPERTY LOCATED AT 2901 SOUTH ATLANTIC AVENUE.

November 17, 2020

Background:

Applicant: Joy-Marie Russo, 4627 Van Kleeck Drive, New Smyrna Beach, Florida 32169.

Property Owner: Joy By The Sea, LLC, 1481 Langham Terrace, Lake Mary, Florida 32746.

Request: Approval of a license agreement to allow two (2) improved parking spaces and steps in the East 19th Avenue Right-of-Way.

Site Information: The subject area would be a 576 square foot section to the Right-of-Way generally located on the south side of East 19th

Parcel Number: 7422-01-20-0150

Findings:

Exhibits used in this report:

Exhibit A: Location Map

Exhibit B: Aerial Map

Exhibit C: Survey

Exhibit D: Proposed Site Plan

Exhibit E: City Engineering Department Letter

Exhibit F: Site Photos

Exhibit G: License Agreement

The parcel currently has two (2), three (3) unit buildings for a total of six (6) units that were constructed in 1957 per the Volusia County Property Appraisers Website. The current property owner purchased the property in July of 2020 and plans on upgrading the property to add a pool and renovate the units and roof lines. The property owner has proposed a new ADA handicap parking space onsite, which will eliminate some onsite parking thus the reason for this application and agreement to provide the required parking.

The applicant submitted a site plan application on August 28, 2020 depicting the proposed improvements including façade and roof improvements, new in-ground pool, landscaping and two (2) improved parking spaces and a set of steps in the City right-of-way on East 19th Avenue between South Atlantic Avenue and Hill Street. This section of East 19th Avenue has a Volusia County beach dune walkover but does not have a vehicle access beach ramp.

The R-3A zoning district does allow for required parking to be in the City right-of-way between the property line and edge of pavement or travel lane. The minimum standard size for a parallel parking space is 10-feet by 22-feet.

City Engineering staff has reviewed the application and supports the application for the paver parking area. The material would be a poured concrete base with pavers on top.

The applicant has been made aware that this agreement would not grant exclusive use of the right-of-way in this area.

Staff recommends **approval** of the License Agreement to allow pavers in the East 19th Avenue Right-of-Way, subject to the following conditions:

1. This agreement would not grant exclusive use of the right-of-way in this area.

2. License Agreement is recorded with the Clerk of Court within 60 days of approval.

Fiscal Analysis:
N/A

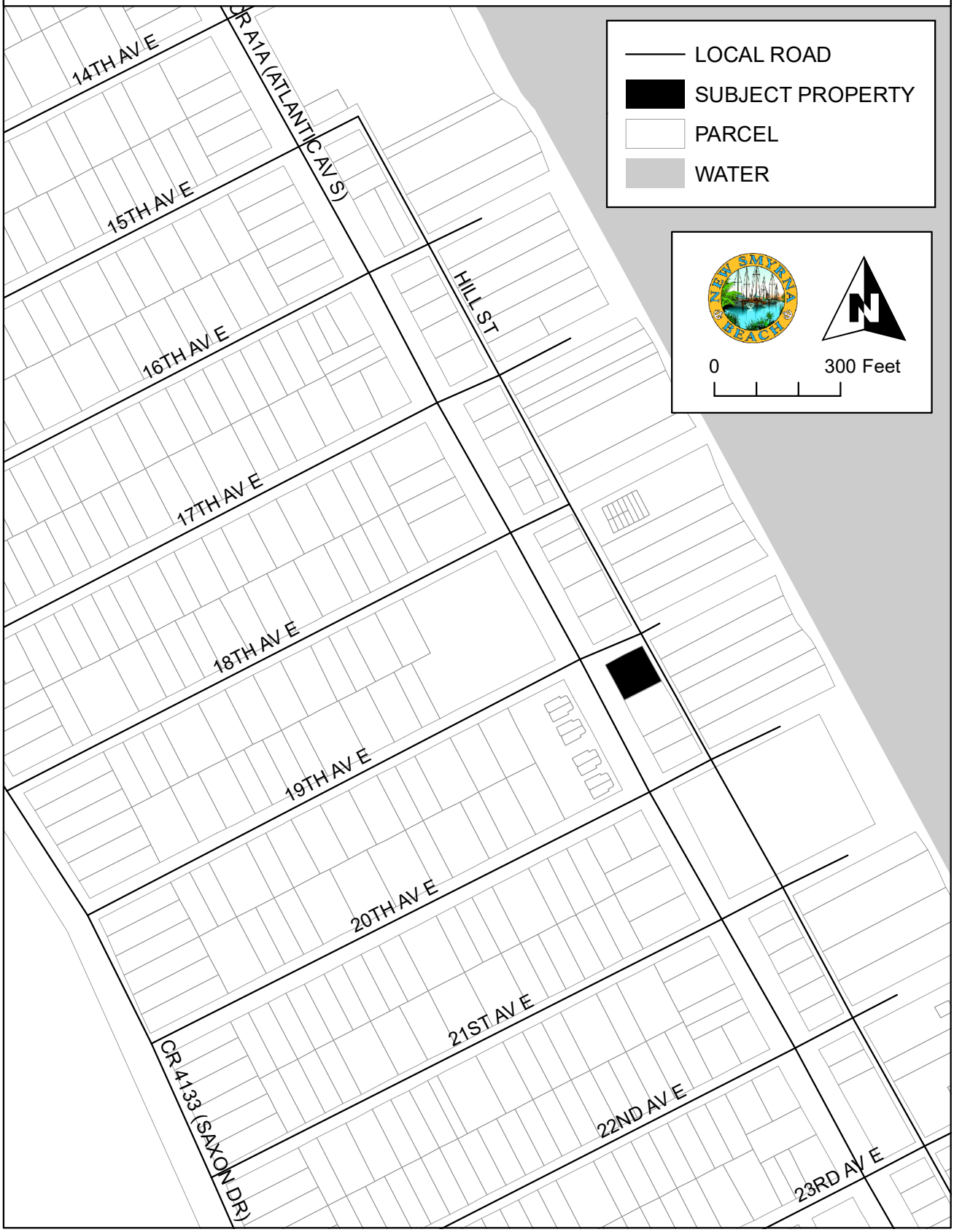
Strategic Plan Item:
No

Staff Report Created By: Robert Mathen - Planner II

Attachments:

Exhibit A Location Map.pdf
Exhibit B Aerial Map.pdf
Exhibit C Survey w Topos.pdf
Exhibit D Joy by the Sea 2020-10-12 Site Plan.pdf
Exhibit E City Engineering Support.pdf
Exhibit F Site Photos.pdf
Exhibit G Signed Agreement.pdf

LA-4-20: 2901 S. ATLANTIC AVENUE
PARCEL: 7422-01-23-0150 LOCATION MAP



LA-4-20: 2901 S. ATLANTIC AVENUE
PARCEL: 7422-01-23-0150 AERIAL MAP



PLAT OF BOUNDARY SURVEY OF

Lot 15 and 16, Block 20 of DIVISIONS A AND B, NEW SMYRNA BEACH, BEING MORE COMMONLY KNOWN AS FUQUAY AND ROGERS, according to the plat thereof as recordec in Map Book 7, Page(s) 29, of the Public Records of Volusia County, Florida.

SURVEY REPORT:

1. Description per Title Commitment No. 186-17749V issued by First America Title Insurance Company, effective date June 25, 2020 .
2. Angles per field measurement.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. Elevations indicated hereon are in U. S. standard feet and decimals referenced to **North American Vertical Datum 1988** and are based on United States Coastal and Geodetic Survey monument G-212, published elevation 4.86 feet.
9. Unless otherwise noted, the monumentation has no identification number or name.
10. Drawing distance between features and property line may be exaggerated for clarity.
11. Features shown by symbol as indicated are not to scale.
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13. The intended topographic features located and shown on this survey are the spot elevations.
14. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
15. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO: JOYBYTHESEA, LLC

GRAPHIC SCALE

8 0 4 8 16 32

(IN FEET)

1 inch = 8 ft.



LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP "CORY LB #7883" UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED

Δ	= DELTA	(P)	= PLAT
R	= RADIUS OR RADIAL	(D)	= DESCRIPTION
L	= ARC LENGTH	(M)	= MEASURED
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℄	= UTILITY POLE	NAVD	= REFERENCED COORDINATE VALUE
	= GUY WIRE	E(X)	= EASTING COORDINATE VALUE
	= OVERHEAD UTILITIES	N(Y)	= NORTHING COORDINATE VALUE
A/C	= AIR CONDITIONER	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
BWF	= BARBED WIRE FENCE	F.A.C.	= FLORIDA ADMINISTRATIVE CODE
R/W	= RIGHT-OF-WAY	N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM (1988)
CLF	= CHAIN LINK FENCE	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM (1929)
	= CONCRETE (CONC)	C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE
	= CONCRETE STOOP	I.E.S.&S.	= UNITED STATES COAST & GEODETIC SURVEY
	= WATER METER		
	= TELECOMMUNICATIONS (TELE) PEDESTAL		
F.F.	= FINISHED FLOOR ELEVATION		
RCP	= REINFORCED CONCRETE PIPE		
P.V.C.	= POLYVINYL CHLORIDE		
T.B.M.	= TEMPORARY BENCHMARK		
▲ (12)	= EXISTING ELEVATION (USED)		

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	02/01/2007	07-01-053	C.R.H.	J.W.L.	J.W.L.	D.W.C.
BOUNDARY SURVEY	07/24/2020	20-07-025	J.W.C.	J.W.C.	B.T.C.	J.W.C.
TOPOGRAPHIC SURVEY	08/17/2020	20-08-009	J.W.C.	J.W.C.	B.T.C.	J.W.C.
FOUNDATION LOCATION						
FINAL SURVEY						
SPECIFIC PURPOSE SURVEY						
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED
SKETCH OF DESCRIPTION						

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon, and that said survey and report meets the minimum technical standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0544 J MAP REVISED 09/29/2017

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: JOYBYTHESEA, LLC

SCALE 1" = 8' FILE # 2047-A

CAD FILE: 20080D9

LOTS 15 & 16, BLOCK "20"
FILE # 2047-A

addition and renovations to
Joy by the Sea LLC

a MWBE (minority women owned business enterprise)
2901 south atlantic avenue new smyrna beach, florida

project scope

THIS PROJECT CONTAINS THE FOLLOWING IMPROVEMENTS TO THE EXISTING 6 UNIT MULTI-FAMILY RENTAL PROPERTY:
- NEW POOL, DECK, FENCING AND LANDSCAPING
- NEW ADA PARKING AND SITE ACCESS IMPROVEMENTS (THIS ELIMINATES VEHICLES BACKING OUT ONTO AIA FOR SAFETY & LIABILITY)
- REMOVAL OF EXISTING IMPERVIOUS AREA TO GET SITE IN COMPLIANCE WITH THE 60% ALLOWABLE IMPERVIOUS AREA (CALCULATIONS BELOW) AND ADDITION OF ON-SITE WATER RETENTION THAT DOES NOT EXIST.
- NEW SAFER, STABILZED, AND DESIGNATED PARKING WITH PROPER SIGNAGE.

legal description

742201200150

LOTS 15 & 16 BLK 20 NEW SMYRNA BEACH MB 7 PG 29 PER OR 4814 PG 3275 PER OR 5513 PG 1009 PER OR 5865 PG 4738 PER OR 7885 PG 2989

code analysis

R-3A ZONING
- FRONT: 20'
- REAR: 10'
- SIDE: 7.5'
- 3 STORIES (35' MAX HEIGHT)
- 40% MAX BLDG COVERAGE
- 60% MAX IMPERVIOUS
- OFF-SITE PARKING IS PERMITTED IN R/O/W

FBC 2017:
- R-3, RESIDENTIAL - TRANSIENT
- TYPE V-B CONSTRUCTION (TABLE 601)
- SPRINKLERED (NO RATINGS REQUIRED)

general notes

1. ALL WORK SHALL COMPLY WITH ALL PREVAILING CODES AND ORDINANCES, AND SHALL BE PERFORMED TO INDUSTRY STANDARDS.
2. NOTIFY OWNER WITH ANY DISCREPANCIES OR CHANGES
3. THE CONTRACTOR AND ANY SUBCONTRACTORS ARE TO MAKE ALL SHOWN, IMPLIED, EXPECTED CONNECTIONS, STUB OFFS, ETC. WHICH ARE NORMAL AND NECESSARY TO THE CONSTRUCTION EVEN IF NOT SHOWN OR DESCRIBED IN THE DRAWINGS OR SPECIFICATIONS
4. CONTRACTOR TO CAREFULLY REMOVE ITEMS TO BE DEMOLISHED TO NOT DAMAGE EXISTING STRUCTURE TO REMAIN.
5. NO JURISDICTIONAL WETLANDS EXIST ON THE PROJECT SITE.
6. NO HAZARDOUS MATERIALS WILL BE USED OR STORED ON THE PROPERTY.
7. EXISTING WASTE IS TYPICAL MULTI-FAMILY RESIDENTIAL.
8. EXISTING UTILITES TO REMAIN (SEPARATE METERS FOR WATER & ELEC)

index

SHEET	DESCRIPTION
A1	COVER SHEET - DEMO SITE PLAN & NOTES
A2	NEW SITEPLAN, NOTES & DETAILS
A3	EXTERIOR ELEVATIONS
L1	LANDSCAPING PLAN & NOTES
	EXISTING SURVEY



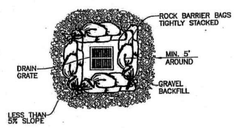
project location map

PROJECT LOCATION
2901 S. AIA
(SOUTH CORNER OF 19TH STREET)

NORTH



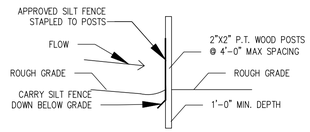
DETAIL



PLAN VIEW

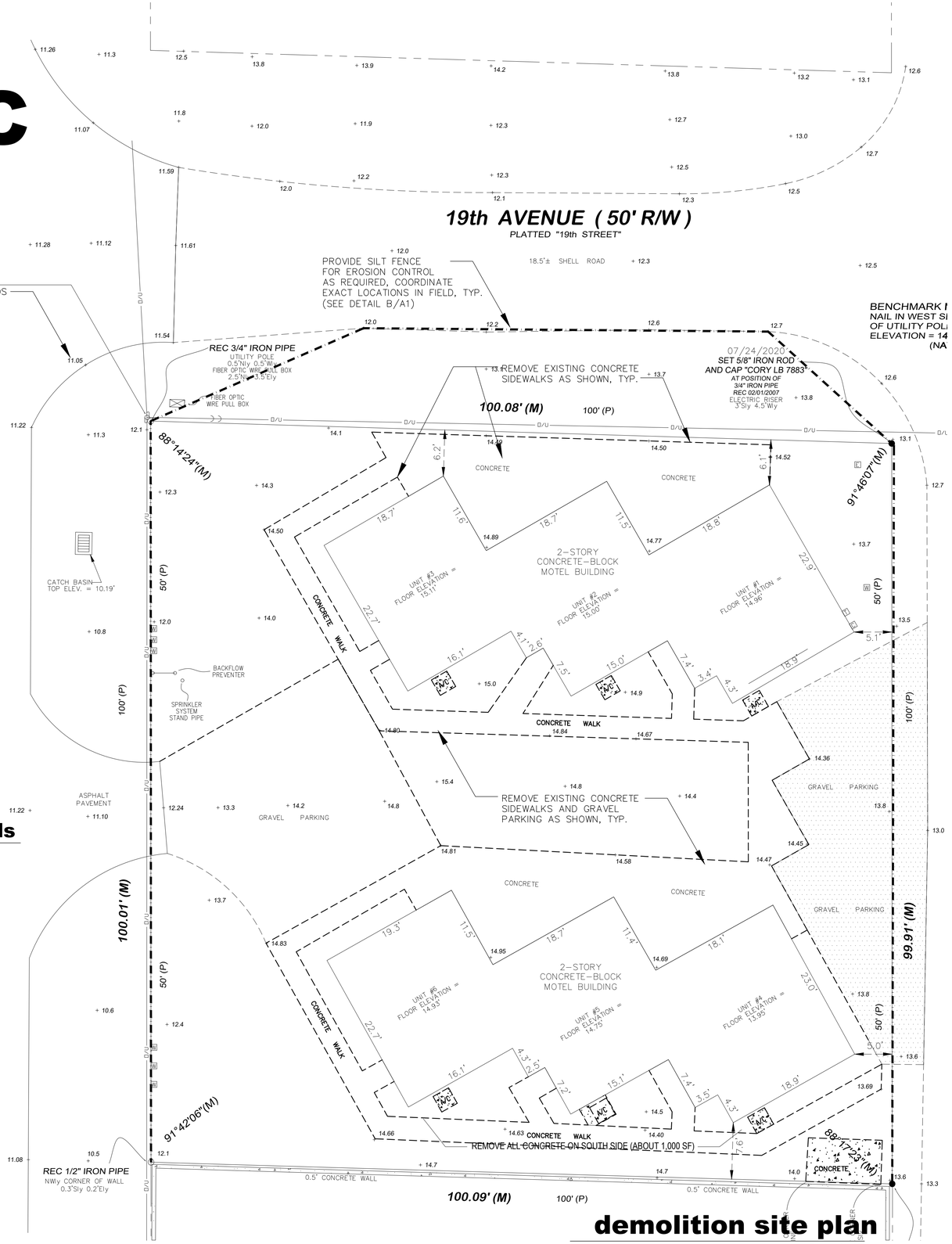
NOTES:
1. FILL ROCK BARRIER BAGS ⅔ FULL OF ¾" ROCK.
2. PLACE BAGS SUCH THAT NO GAPS ARE EVIDENT IN A SINGLE OR DOUBLE LAYER. STAMP ENTIRE LAYER INTO PLACE PRIOR TO STARTING THE NEXT LAYER.
3. ROCK BARRIER BAGS FOR CATCH BASIN SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%).

a storm drain protection details



b typ. silt fence

Nts



demolition site plan

1/8" = 1'-0"

tom desimone, aia
ARCHITECT
STATE OF FLORIDA . AR 97
226 fairgreen avenue
new smyrna beach, florida
386. 871. 4692
tomdNSB@gmail.com

project title

ADDITION / RENOVATION
EXISTING ONE BEDROOM
LUXURY SUITES
2901 SOUTH ATLANTIC AVENUE
NEW SMYRNA BEACH, FLORIDA 32168

owner's name

JOY BY THE SEA LLC
MWBE - MINORITY / WOMEN OWNED BUSIN
2901 SOUTH ATLANTIC AVENUE
NEW SMYRNA BEACH, FLORIDA 321698

STATE OF FLORIDA
THOMAS E DESIMONE JR
AR97192
REGISTERED ARCHITECT

date
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COVER SHEET DEMO PLAN & NOTES
1/8" = 1'-0"
drawing number
A1
sheet of

0 5' 10' 15' 20'

retention area calculations

2901 S. AIA
Impervious Area Calculations

Lot	10,000	60%	6,000 Allowable

	Existing	Proposed
Buildings		
North	1318	1318
South	1334	1334
Total Building	**2652**	
Parking & walks		
North	1007.6	366
A/C	5.76	0
A/C	5.76	0
South	949	300
A/C	5.76	0
Concrete Pad	59	0
West Parking	601	450
East Parking	859	910
Pool & Deck		1232
Pool Equipment		75
Total Impervious	**6144.88**	**5985**

parking notes

1. ALL PARKING AND DRIVE AISLES TO BE ADA COMPLAINT PAVERS ON COMPACTED BASE, TYP. NO CURBING PROVIDED, WHEEL STOPS SHOWN AT EACH PARKING SPACE.
2. ALL PARKING AREA LIGHTING TO BE SHIELDED, NON-GLARE FIXTURES. SO AS NOT TO SPILL LIGHT OFF SITE (SEE DETAIL THIS SHEET).
3. A MINIMUM OF 13'-6" OF VERTICAL CLEARANCE TO BE MAINTAINED OVER ALL DRIVES.
4. ALL STRIPING TO BE 4" WHITE TRAFFIC PAINT, TYP.

PARKING IN R/O/W CONSTRUCTION NOTES:

1. ADA COMPLAINT PAVERS ON
2. 6" THICK, 3,000 PSI CONCRETE W/ FIBERMESH ON
3. 12" COMPACTED, STABILZED BASE

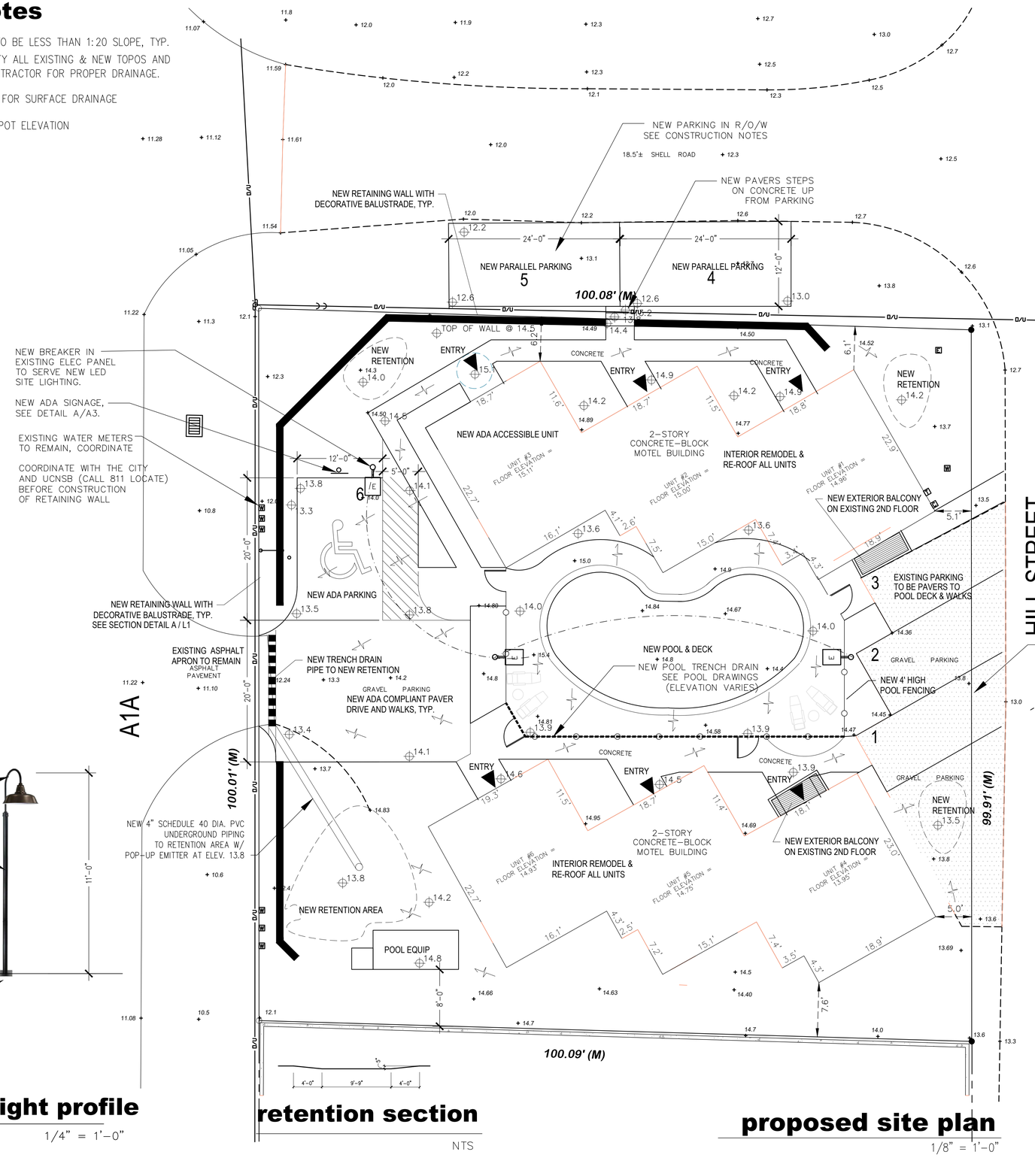
NO TRAFFIC IMPACT STUDY REQUIRED (EXISTING)

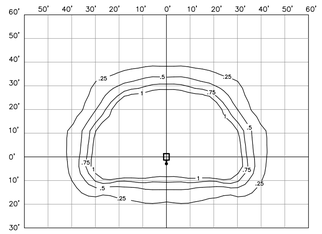
drainage notes

1. ALL NEW DRIVES & WALKS TO BE LESS THAN 1:20 SLOPE, TYP.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING & NEW TOPOS AND COORDINATE WITH POOL CONTRACTOR FOR PROPER DRAINAGE.

INDICATES SLOPE FOR SURFACE DRAINAGE

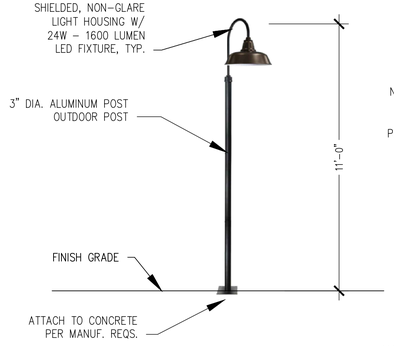
12.0 INDICATES NEW SPOT ELEVATION





candlus curve

NTS



b typ. light profile

1/4" = 1'-0"

retention section

NTS

proposed site plan

1/8" = 1'-0"

tom desimone, aia
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226 fairgreen avenue
new smyrna beach, florida
386. 871. 4692
tomdNSB@gmail.com

project title

ADDITION / RENOVATION
EXISTING ONE BEDROOM
LUXURY SUITES
2901 SOUTH ATLANTIC AVENUE
NEW SMYRNA BEACH, FLORIDA 32168

owner's name

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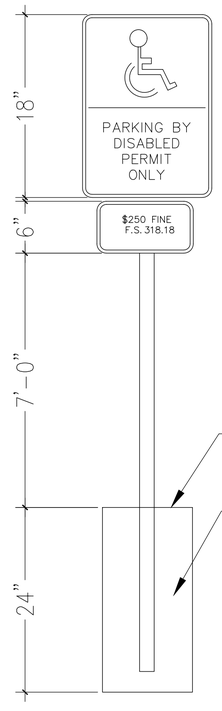
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NEW SITEPLAN DRAINAGE & NOTES

1/8" = 1'-0"

drawing number
A2

sheet of

0 5' 10' 15' 20'

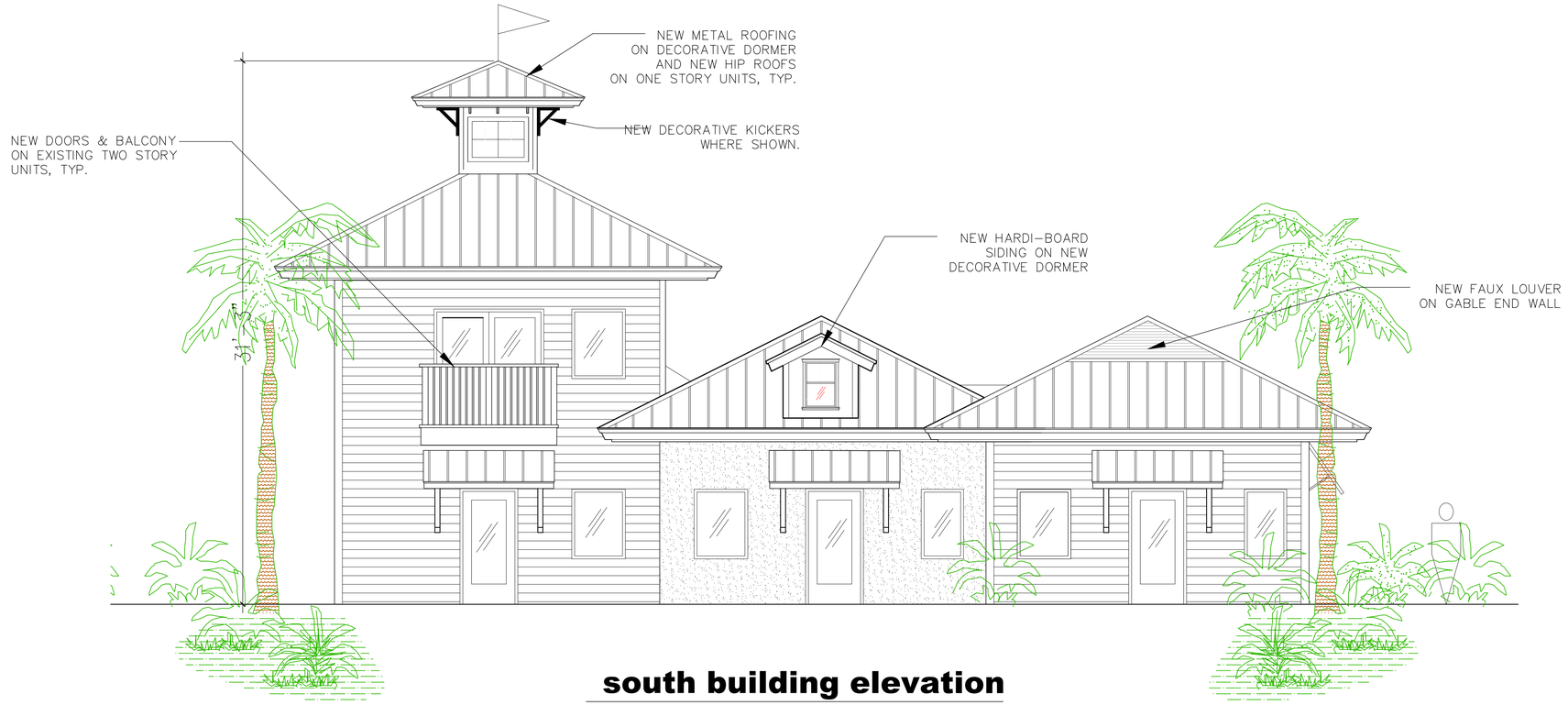


ADA PARKING & SIGNAGE NOTES:

1. PROVIDE (1) SIGN AT EACH ADA PARKING SPACE, CENTERED ON SPACE, 2'-0" CLEAR FROM CURB.
2. SIGN TO HAVE ADA SYMBOL AS SHOWN ON ALUMINUM BACKING ON 3" ALUMINUM POLE W/ RUST PROOF HARDWARE.
3. PROVIDE PAVEMENT MARKINGS AS REQUIRED
4. MAINTAIN 2% MAX. SLOPE AT PARKING AND ACCESS AISLES.
5. PROVIDE 6" WHITE & BLUE MARKINGS AND STRIPING AS REQUIRED.

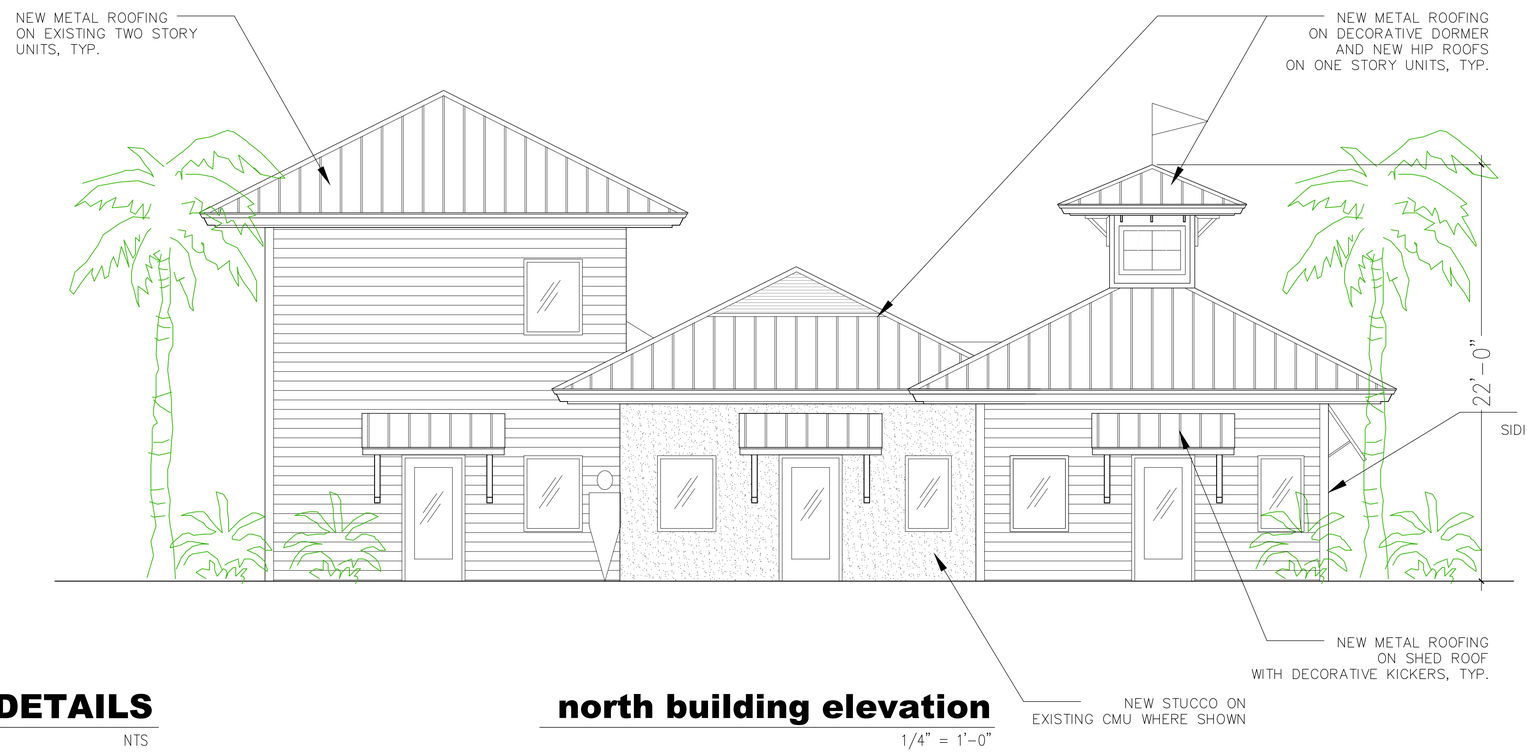
A ADA PARKING & SIGNAGE DETAILS

NTS



south building elevation

1/4" = 1'-0"



north building elevation

1/4" = 1'-0"

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EXTERIOR ELEVATIONS

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0 5' 10' 15' 20'

PLANTING LEGEND

GRAPHIC SYMBOL	COMMON NAME	SIZE	QUANTITY
	CANARY ISLAND DATE PALM	8' CLEAR TRUNK	1
	BIZMARK PALM	5' CLEAR TRUNK	1
	OYSTER PLANT	1 GALLON	36
	CROTON PETRA	3 GALLON	62
	TRINETTE	3 GALLON	73
	ORANGE BIRD OF PARADISE	7 GALLON	18
	BROMELIAD RASEBERRY	7 GALLON	7
	CLUSIA	7 GALLON	24
	WHITE BIRD OF PARADISE	15 GALLON	9
	ADONIDIA PALM	30 GALLON	5
	SABAL PALM	12', 14', 16' STAGGERED HTS.	12

NOTE: PROJECT REMOVES 13 EXISTING PALMS AND REPLACES WITH 14 NEW PALMS ON THE SITE.

landscape notes

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE GRADE FLORIDA NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PUBLISHED BY THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES.

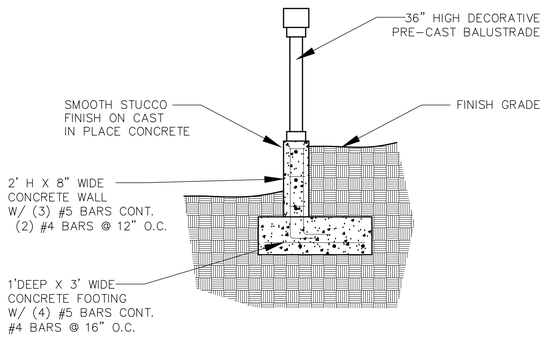
2. EXISTING PLANTS: NO SPECIMEN TREES ARE BEING REMOVED AS PART OF THIS PROJECT.

3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH 3" PINE STRAW, UNLESS OTHERWISE NOTED. TREES NOT IN BEDS TO HAVE A 4' DIAMETER RING.

4. IRRIGATION: ALL PLANTING BEDS WILL BE 100% IRRIGATED. CONNECT TO EXISTING IRRIGATION METER.

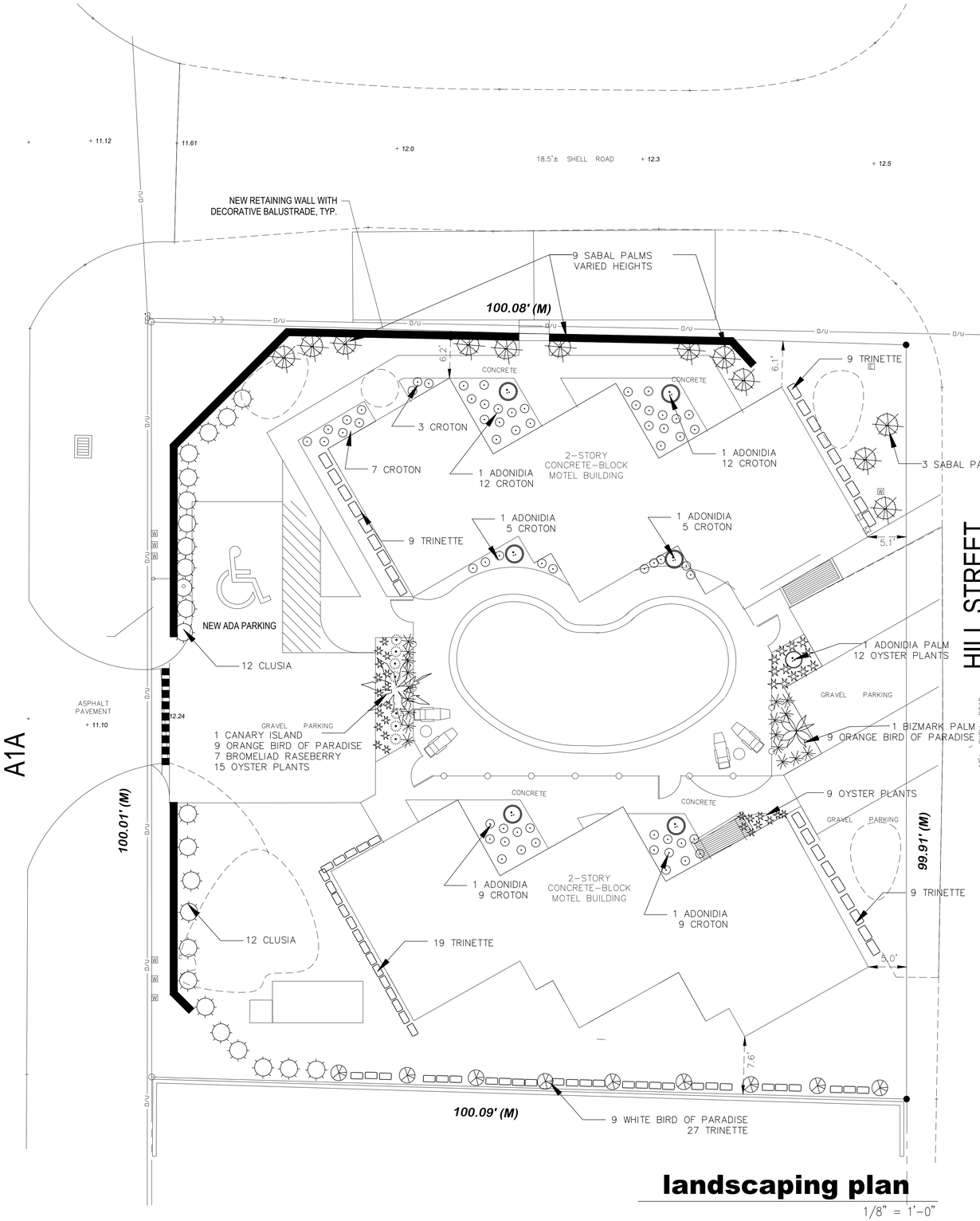
5. NEW TREES: ALL NEW TREES TO BE 2.5" MINIMUM CALIBER AND A MINIMUM OF 9 FEET HIGH AT TIME OF PLANTING, PER CITY LDR REQUIREMENTS.

6: NEW SHRUBS: ALL NEW SHRUBS TO BE 24" HIGH (AT PLANTING) AND MAX. SPACING OF 36"



a retaining wall section

1/2" = 1'-0"



landscaping plan

1/8" = 1'-0"

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(IN FEET)

1 inch = 8 ft.



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℄	= UTILITY POLE	NAVD	= REFERENCED COORDINATE VALUE
	= GUY WIRE	E(X)	= EASTING COORDINATE VALUE
	= OVERHEAD UTILITIES	N(Y)	= NORTHING COORDINATE VALUE
A/C	= AIR CONDITIONER	P.S.M.	= PROFESSIONAL SURVEYOR AND MAPPER
BWF	= BARBED WIRE FENCE	F.A.C.	= FLORIDA ADMINISTRATIVE CODE
R/W	= RIGHT-OF-WAY	N.A.V.D.	= NORTH AMERICAN VERTICAL DATUM (1988)
CLF	= CHAIN LINK FENCE	N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM (1929)
	= CONCRETE (CONC)	C.C.C.L.	= COASTAL CONSTRUCTION CONTROL LINE
	= CONCRETE STOOP	I.E.S.&S.	= UNITED STATES COAST & GEODETIC SURVEY
	= WATER METER		
	= TELECOMMUNICATIONS (TELE) PEDESTAL		
F.F.	= FINISHED FLOOR ELEVATION		
RCP	= REINFORCED CONCRETE PIPE		
P.V.C.	= POLYVINYL CHLORIDE		
T.B.M.	= TEMPORARY BENCHMARK		
▲ (12)	= EXISTING ELEVATION (USED)		

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	02/01/2007	07-01-053	C.R.H.	J.W.L.	J.W.L.	D.W.C.
BOUNDARY SURVEY	07/24/2020	20-07-025	J.W.C.	J.W.C.	B.T.C.	J.W.C.
TOPOGRAPHIC SURVEY	08/17/2020	20-08-009	J.W.C.	J.W.C.	B.T.C.	J.W.C.
FOUNDATION LOCATION						
FINAL SURVEY						
SPECIFIC PURPOSE SURVEY						
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED
SKETCH OF DESCRIPTION						

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon, and that said survey and report meets the minimum technical standards of Practice set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY PANEL 125132 0544 J MAP REVISED 09/29/2017

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: JOYBYTHESEA, LLC

SCALE 1" = 8' FILE # 2047-A

CAD FILE: 20080D9

LOTS 15 & 16, BLOCK "20"
FILE # 2047-A

From:	Youssef, Peter
To:	Mathen Robert
Subject:	2901 South Atlantic Avenue Right-of-Way License Agreement
Date:	Friday, October 23, 2020 2:43:35 PM
Attachments:	image001.png

Bob,

We have reviewed the Right-of-Way License Agreement dated October 20, 2020, for 2901 South Atlantic Avenue, New Smyrna Beach, Florida 32169. The Engineering department approved the improvement of the two (2) parking spaces in the 19th Avenue Right-of-Way shown in Exhibit (A).

Thank you

Peter Youssef, EI
Civil Engineer
City of New Smyrna Beach
2650 N. Dixie Freeway
New Smyrna Beach, FL 32168
Office (386) 410-2814
Mobile (386) 410-9361
pyoussef@cityofnsb.com
www.cityofnsb.com


STOP



Return Recorded Document to:
City of New Smyrna Beach
210 Sams Avenue
New Smyrna Beach, FL 32168

RIGHT-OF-WAY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this_____day of November, 2020, by and between the CITY OF NEW SMYRNA BEACH, a Florida municipal corporation (hereinafter "City") and Joy by the Sea, (property owner name), 2901 South Atlantic Avenue (property owner address) (hereinafter "Licensee").

PREMISES

WHEREAS, the City agrees that the improvement plan for the Joy by the Sea LLC improvements depicted on **Exhibit "A"**, attached hereto and incorporated herein by reference, comes within the intent of established City policy; and

WHEREAS, the improvement plan encompasses part of a City right-of-way known as 19th Avenue, a 50 foot wide City right-of-way, as depicted in **Exhibit "B"**, attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee, Joy by the Sea LLC, is the owner of real property abutting 19th Avenue located in the Fuquay and Rogers subdivision, the legal description of that property is as follows:

Lot 15 and 16, Block 20 of DIVISIONS A AND B, NEW SMRYNA BEACH, BEING MORE COMMONLY KNOWN AS FUQUAY AND ROGERS, according to the plat thereof as recorded in Map Book 7, Page(s) 29, of the Public Records of Volusia County, Florida.

WHEREAS, the City is willing to license incidental private use of public property in exchange for appropriate protection of the public interest and sufficient contribution of the Licensee to expenses incurred in the improvements and maintenance of the 19th Avenue right-of-way.

WHEREAS, at it's regular meeting held_____, the City Commission approved allowing the improvements depicted on **Exhibit "A"** within the E. 19th Avenue right-of-way, with conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as E 19th Avenue, located and situated in New Smyrna Beach, Volusia County, Florida, as depicted in **Exhibit "A"** for the purpose of installation, maintenance, repair, replacement and removal of two (2) parking spaces (hereinafter "Improvements") approved by the City as depicted in **Exhibit "A"**.

2. All improvements, uses and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee agrees to apply for all required permits for the improvements depicted on **Exhibit "A"** within 120 days of the execution of this agreement by the City. Failure to apply for the required permit(s) will result in revocation of the City Commission's approval.

4. Licensee agrees to construct and/or install the improvements depicted on **Exhibit "A"** in a manner that allows a positive flow for the storm water runoff. Such construction/installation shall be shown on the building permit application submitted for the proposed improvements.

5. Licensee agrees to construct the improvements depicted on **Exhibit "A"** in order to ensure that the improvements are located at least 30 feet from any stop sign or traffic control device. If applicable, all traffic control devices shall be shown on the building permit application submitted for the proposed improvements.

6. Licensee agrees to complete all construction/installation activities within sixty (60) days of City Commission approval of this Agreement. Failure to complete all construction/installation activities within sixty (60) days shall result in revocation of the City Commission's approval.

7. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of the improvements described herein and as depicted on **Exhibit "A"**.

8. The Licensee agrees, upon thirty (30) days written notice form the City, to maintain, repair or replace all improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right

to remove all improvements without further notice to the Licensee and at sole cost and expense of the Licensee.

9. The City reserves the right to request removal of the improvements depicted in **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the improvements are not removed within the time specified by the City, or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the improvements without any liability to the City or obligation to replace same upon completion of the City project.

10. The Licensee agrees that no improvements shall be made except as depicted in **Exhibit "A"** or subsequently approved amendments thereto. However, improvements may be maintained, repaired, replaced and removed.

11. Licensee agrees to not interfere or restrict public use of the property described in **Exhibit "A"**.

12. The license granted by this License Agreement shall be effective during the period from the date of execution by all parties until terminated in accordance with the provisions specified herein.

13. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement, or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the improvements and the City shall not be obligated to either maintain or repair the improvements and the City shall not be liable for either undertaking or failing to maintain or repair the improvements. All costs and expenses of the City resulting from maintenance or repair of the improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against the lot located within the subdivision as described in **Exhibit "A"**. The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lot, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or

ordinance for imposition and collection of the assessments described herein.

14. This license is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. The Licensee shall defend and hold harmless the released parties from and against all claims for personal injury, death, property damage. The Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the property is hindered or disturbed.

15. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: ATTENTION: CITY MANAGER, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida, 32168, for the City; and to Joy by the Sea LLC, 2901 South Atlantic Avenue, New Smyrna Beach, Florida 32169, for the Licensee, or as otherwise designated in writing to all respective parties.

16. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

17. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR

CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation

By: _____

Witness 1 Signature

Russ Owen, Mayor

Print Name of Witness 1

Attest:

By: _____

Witness 2 Signature

Kelly McQuillen, City Clerk

Print Name of Witness 2

LICENSEE

Witness 1 Signature

By: Toy-Marie Russo

Brandon Carpenter

Printed Name of Witness 1

Licensee Name

Licensee Signature

_____
Witness 2 Signature

_____
Printed Name of Witness 2

_____ By:_____
Witness 1 Signature 2nd Licensee Name

_____
Printed Name of Witness 1

_____
Witness 2 Signature
_____Printed
Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this_____day of_____, 2020, by Russ Owen and Kelly McQuillen, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, Florida, a Florida Municipal Corporation, on behalf of the City of New Smyrna Beach. They are personally known to me and did not take an oath.

_____
Notary Public, State of Florida
Type or Print Name:_____

Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of October, 2020 by Joy-Marie Russo (property owner name), as owner of the property located at 1702 N Woodland Blvd Deland, (property address). He/she is personally know to me or has produced FL 32720 Florida Drivers License as identification and did not take an oath.

Makayla Br

Notary Public, State of Florida
Type or Print Name: Makayla Brown

Commission No. GG 312907
My Commission Expires: 03/18/2023

Notary Public State of Florida
Makayla Brown
My Commission GG 312907
Expires 03/18/2023

Approved as to form and correctness.

City Attorney
Date: _____

Exhibit A - Proposed Improvements

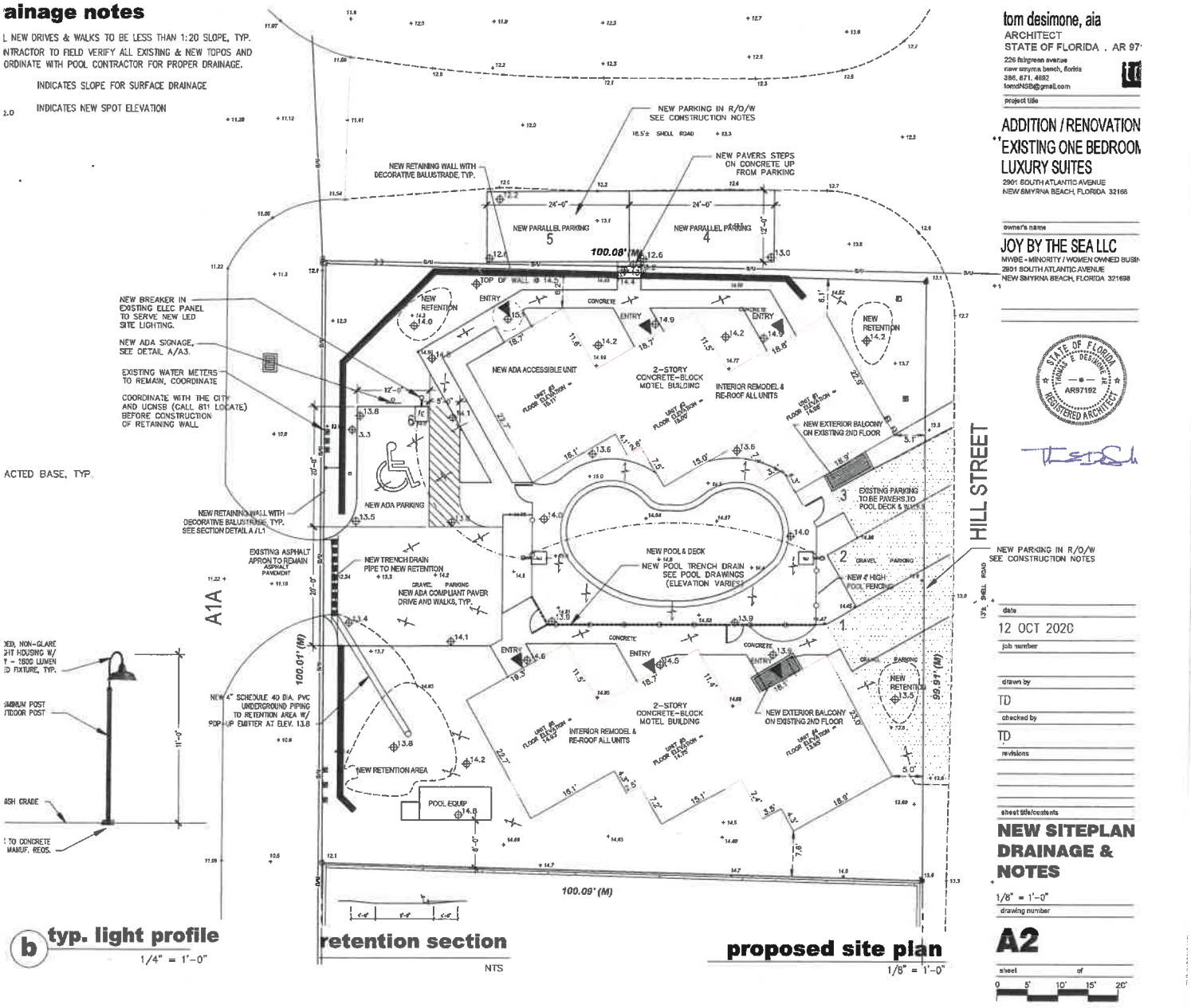
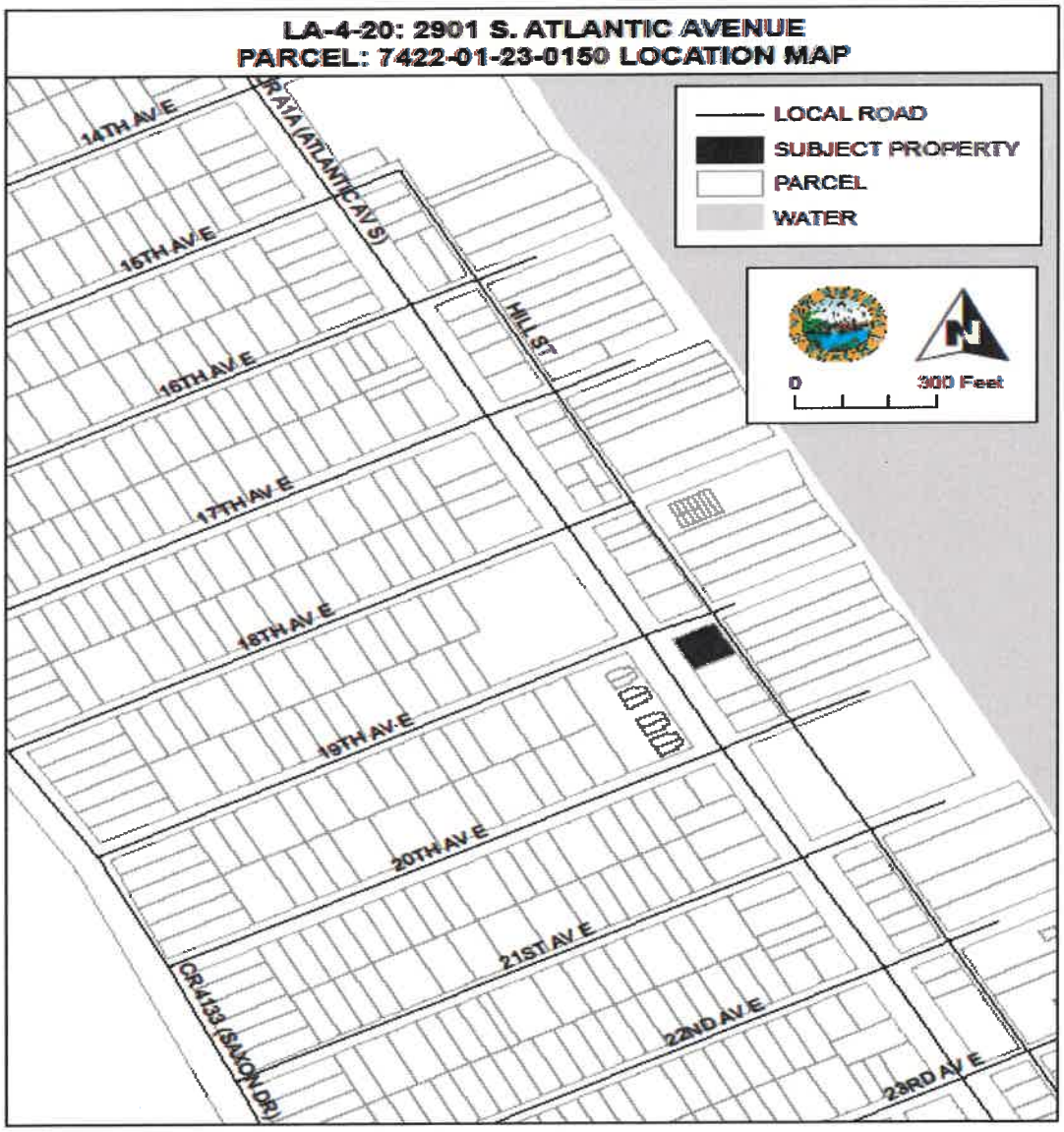


Exhibit B Location Map



THE CITY OF NEW SMYRNA BEACH - FINANCE

CONSIDER THE APPROVAL OF THE FEMA AGREEMENT FOR COVID-19 REIMBURSEMENTS.

November 17, 2020

Background:

The Public Health Emergency due to COVID-19 began on January 27, 2020, as determined by the Secretary of Health and Human Services (HHS). The President's March 13, 2020, COVID-19 nationwide emergency declaration and subsequent major disaster declarations authorize the Federal Emergency Management Agency (FEMA) to provide Public Assistance (PA) Program funding under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) to state, local, tribal, and territorial (SLTT) government entities and certain private nonprofit (PNP) organizations for emergency protective measures. For COVID-19, Congress authorized over $3 trillion to multiple federal agencies for them to provide assistance to SLTTs in addressing the effects of this public health emergency pandemic. The extensive COVID-19 authority of other federal agencies in some cases overlaps with FEMA's authority.

Findings:

To approve the FEMA agreement for COVID-19 reimbursements.

Fiscal Analysis:

Eligible costs will be submitted for reimbursements.

Strategic Plan Item:

No

Staff Report Created By: Natalia Eckroth - Finance Director

Attachments:

10-23-20 Subrecipient Grant Agreement_Z1946 to submit.pdf

Agreement Number: Z1946

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	New Smyrna Beach, City of
Sub-Recipient's unique entity identifier:	06-480-2762
Federal Award Date:	March 13, 2020
Subaward Period of Performance Start and End Date (Cat A-B):	01/20/2020 – Attachment B
Subaward Period of Performance Start and End Date (Cat C-G):	01/20/2020 – Attachment B
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to eligible Sub-recipient as determined by FEMA
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and

New Smyrna Beach, City of **(**hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Khalid Resheidat, City Manager
210 Sams Avenue
New Smyrna Beach FL, 32168
Telephone: (386) 410-2610
Email: kresheidat@cityofnsb.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as,

"a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, 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. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: $6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period

and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit,

cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the

Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of Attachments A and B to this Agreement (“Budget and Scope of Work” and “Program Statutes and Regulations” respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

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

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Scope of Work").

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved.

A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Scope of Work") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any

previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe.” The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of

$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) <u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) <u>COPYRIGHT, PATENT AND TRADEMARK</u>

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such

property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) <u>ATTACHMENTS</u>

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Funding Sources
ii. Attachment A – Budget and Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: New Smyrna Beach, City of

By: _____

Name: Russ Owen

Title: Mayor

Date: _____

FEID# 59-6000387

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: New Smyrna Beach, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables
Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late OR
- Withhold $500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature

Russell Owen, Mayor
Name and Title

210 Sams Ave
Street Address

New Smyrna Beach, FL 32168
City, State, Zip

_____
Date

CITY OF NEW SMYRNA BEACH
Sub-Recipient's Name

DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Khalid Resheidat	Agent's Name Natalia Eckroth
Signature	Signature
Organization / Official Position City of New Smyrna Beach/ City Manager	Organization / Official Position City of New Smyrna Beach/ Finance Director
Mailing Address 210 Sams Ave	Mailing Address 210 Sams Ave
City, State, Zip New Smyrna Beach, FL 32168	City, State, Zip New Smyrna Beach , FL 32168
Daytime Telephone 386-410-2600	Daytime Telephone 386-410-2600
E-mail Address kresheidat@cityofnsb.com	E-mail Address neckroth@cityofnsb.com
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name Faith Miller	Official's Name Sheliza Bhola
Signature	Signature
Organization / Official Position City of New Smyrna Beach/ Public Works Director	Organization / Official Position City of New Smyrna Beach/ Assistant Finance Director
Mailing Address 124 Industrial Park Ave	Mailing Address 210 Sams Ave
City, State, Zip New Smyrna Beach, FL 32168	City, State, Zip New Smyrna Beach, FL 32168
Daytime Telephone 386-424-2209	Daytime Telephone 386-410-2600
E-mail Address fmiller@cityofnsb.com	E-mail Address sbhola@cityofnsb.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

_____

Sub-Grantee Authorized Agent Signature

_____

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN) -

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) - -

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

    i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

    ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

    i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

    ii. Return the property to its natural state as though no improvements had been contained thereon;

    iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

    iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

    v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

    vi. Leave the demolished site clean, level, and free of debris;

    vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

    viii. Obtain all required permits;

    ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

    x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

    xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

    xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

i. The Clean Air Act of 1955, as amended;

ii. The Clean Water Act of 1977, as amended;

iii. The Endangered Species Act of 1973;

iv. The Intergovernmental Personnel Act of 1970;

v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

vii. The Fish and Wildlife Coordination Act of 1958;

viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

ii. EO 11514 (NEPA).

iii. EO 11738 (violating facilities).

iv. EO 11988 (Floodplain Management).

v. EO 11990 (Wetlands).

vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

_____

Signature

Russell Owen, Mayor

_____

Printed Name and Title Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated withPA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for allPermanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.
[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
    a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
    b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
    a. Not be required to rebuild the facilities back to what existed prior to the disaster.
    b. Be allowed to share funds across all of its Pilot Projects.
    c. Not be required to track costs to specific work items.
    d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
    e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
    f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
    a. Determine the actual SOW and hazard mitigation measures to be implemented; and
    b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based onthe actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, theApplicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.



Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.,* as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000^{00}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
    a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
    b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
2) New Project Amendment;
    a) Requests for Alternate Projects; and/or
    b) Requests for Improved Projects; and/or
    c) Requests for Mitigation Opportunities; and/or
    d) Requests for Revised Scope of Work; and/or
    e) Significant Cost Variance (>20%); and/or
    f) Use of Eligible Excess Funds
3) New Project Appeal

a) Applicant Appeal
    i) Request First Appeal; and/or
    ii) Request Second Appeal; and/or
    iii) Request Appeal via Arbitration
b) Project Appeal
    i) Large Project Appeal
        (1) Request First Appeal; and/or
        (2) Request Second Appeal; and/or
        (3) Request Appeal via Arbitration
    ii) Small Project Appeal
        (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.
To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via. the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances within the control of the Applicant and not justifiable for a time extension:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These 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 affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 06-480-2762

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

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

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Russell Owen, Mayor

DATE: _____

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. 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 effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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 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.

(5) 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.

(6) 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.

(7) 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 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act only applies to the 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.**

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

> Compliance with the Copeland "Anti-Kickback" Act.
>
> 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 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, 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.

(2) 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.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

c. Suggested Language.

"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, orany other party pertaining to any matter resulting from thecontract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"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."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.

2. Failure to include required contract provisions.

3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.

4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.

2. Unsupported costs.

3. Poor project accounting.

4. Duplication of benefits.

5. Excessive equipment charges (applicability may vary with hazard mitigation projects).

6. Excessive labor and fringe benefit charges.

7. Unrelated project costs.

8. Direct Administrative Costs.

9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.

- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.

- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.

- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.

- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

_____ _____

Sub-Recipient Agency Date

_____

Signature

_____

Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

THE CITY OF NEW SMYRNA BEACH - LEISURE SERVICES

COVID TESTING SITE APPROVAL.

November 17, 2020

Background:

FDEM has been using the City Gym as a testing site thru the end of November. They are requesting to continue using the site through the month of December. They have been averaging from the high 200s to the high 300s tests per day so far.

Staff recommends approval.

Fiscal Analysis:

As per the agreement, FDEM will use the City Gym for $800 per day through the month of December.

Strategic Plan Item:

No

Staff Report Created By: David Ray - Assistant Director - Maintenance Operations

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 102-20: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD CHANGE THE FUTURE LAND USE CREATING A LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR PROPERTY LOCATED AT 647 LOUELLA STREET.

November 17, 2020

Background:

Applicant and Property Owner: William Bursler, 2000 South Prince Court, Winter Park, Florida 32792

Request: Large Scale *Comprehensive Plan* amendment changing the Future Land Use from Low Density Residential and Residential Estate to Rural.

Subject Area: The subject area contains approximately 16.7 acres and is located north of Pioneer Trail west of North Glencoe Road on the east side of Louella Street.

Tax ID #: 7314-06-03-0010

Findings:

This Future Land Use request is to be considered in conjunction with the rezoning request (Z-1-20) for the same property. A location map is included as **Exhibit A**, and an aerial map is included as **Exhibit B**.

If developed with the current Future Land Use, up to 76 +/- gross residential units can be built on the 16.7 acre subject area, based on the five (5) units per acre allowed in the Low-Density Residential and one (1) unit per acre in the Residential Estate Future Land Uses.

A map showing the existing Future Land Use designation and the surrounding Future Land Use designations is attached as **Exhibit C**. The description of the Low Density Residential and Residential Estate Future Land Uses are attached as **Exhibit D.**

A map showing the proposed Rural Future Land Use designation with the surrounding Future Land Use designations is attached as **Exhibit E**. The description of the proposed Rural Future Land Use designation is attached as **Exhibit F.**

The applicant would prefer to build a house and to have an agriculture use on the property. The future plan would to subdivide the property into two parcels of land, consisting of a five (5) acre parcel and an eleven (11) acre parcel.

The *Comprehensive Plan* provides guidance on Future land Use changes. The following is a list of objectives in the *Comprehensive Plan* that support this proposal:

- Future Land Use Element Goal 2, Objective 3
- Future Land Use Element Goal 2, Objective 4
- Future Land Use Element Goal 5, Objective 3

At its regularly scheduled meeting on September 14, 2020, the Planning and Zoning Board voted, 7-0, to give a positive recommendation to the City Commission to **approve** the requested Large Scale Comprehensive Plan amending the Future Land Use to City Rural for property located at 647 Louella Street.

Fiscal Analysis:
Changing the Future Land Use has no fiscal impact.

Strategic Plan Item:
No

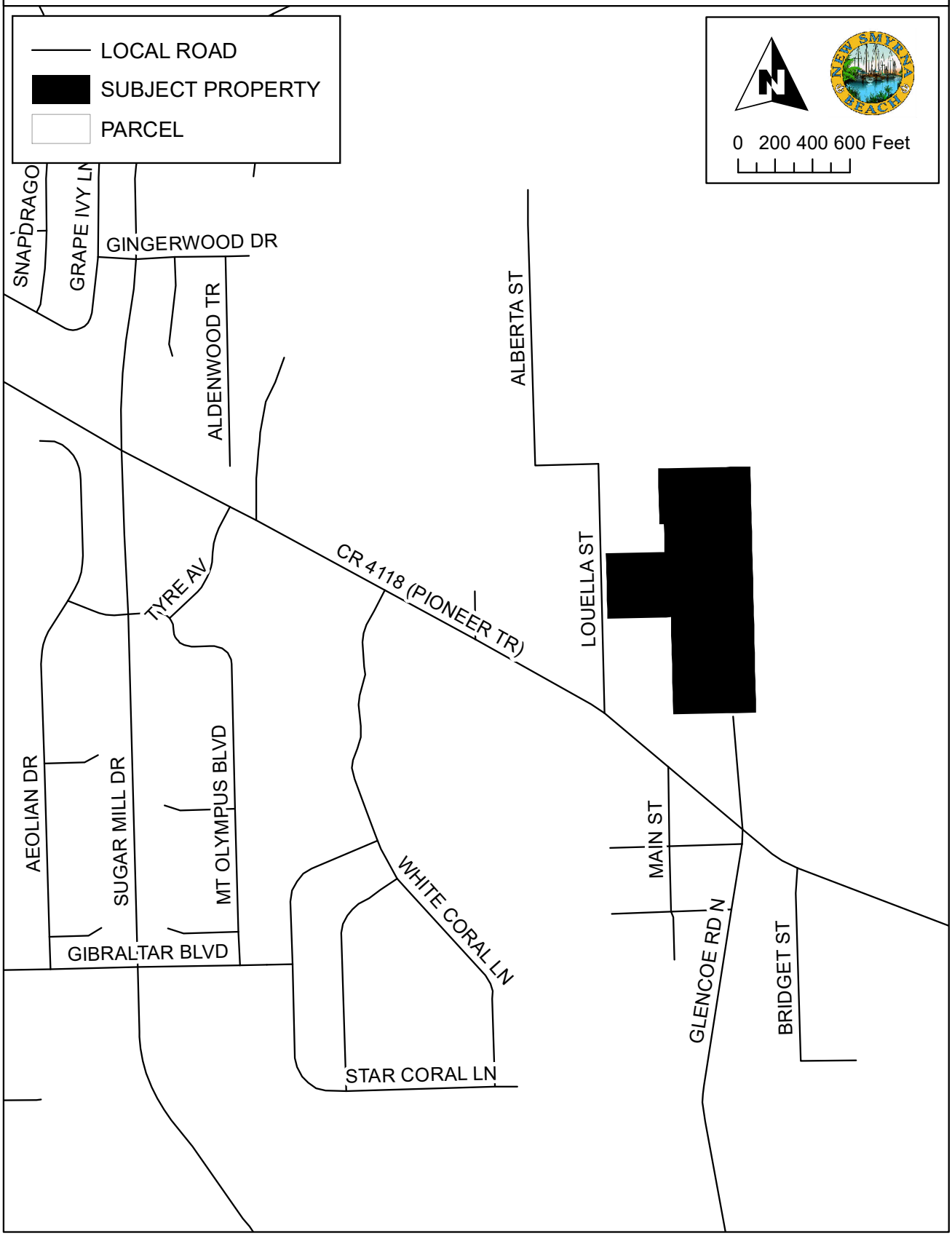
Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

CPA-1-20 Exhibit A Location Map.pdf
CPA-1-20 Exhibit B Aerial Map.pdf
CPA-1-20 Exhibit C Existing FLU Map.pdf
CPA-1-20 Exhibit D Current Future Land Use Text.pdf
CPA-1-20 Exhibit E Proposed FLU Map.pdf
CPA-1-20 Exhibit F City Rural FLU Text.pdf
Survey.pdf

Legal Description.pdf
ORD 102-20 Large Scale CPA 647 Louella St.pdf
Ord 102-20 Large Scale CPA 647 Louella St - Exhibit A.pdf

CPA-1-20 647 LOUELLA STREET
PARCEL: 7314-06-03-0010 LOCATION MAP

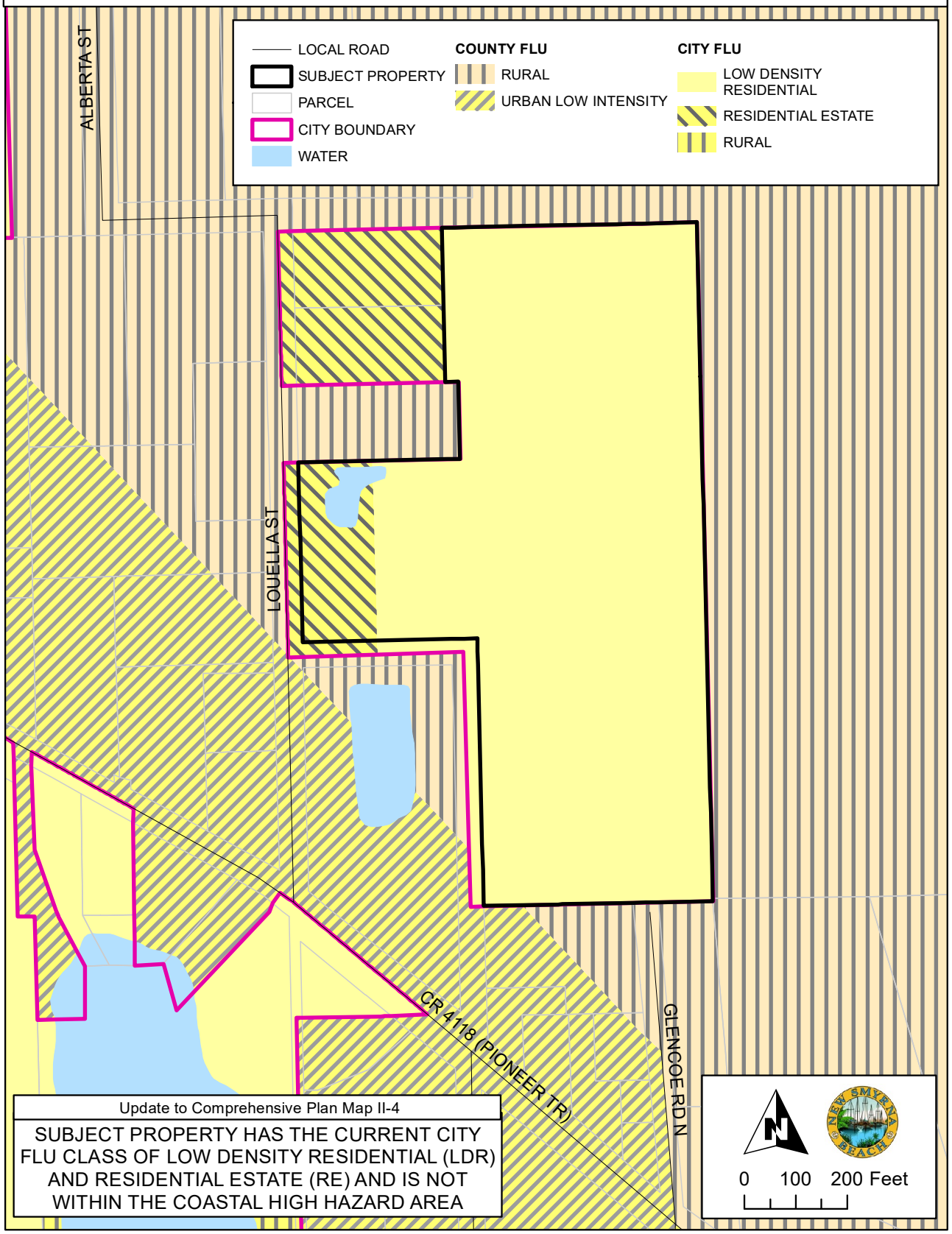


CPA-1-20 647 LOUELLA STREET
PARCEL: 7314-06-03-0010 AERIAL MAP



EXISTING FUTURE LAND USE DESIGNATIONS

CPA-1-20



Update to Comprehensive Plan Map II-4

SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF LOW DENSITY RESIDENTIAL (LDR) AND RESIDENTIAL ESTATE (RE) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA

FUTURE LAND USE

LOW-DENSITY RESIDENTIAL

Maximum allowed density: Up to five [5] dwelling units per acre

Non-residential development permitted by special exception shall be at a maximum Floor Area Ratio (FAR) of 0.5.

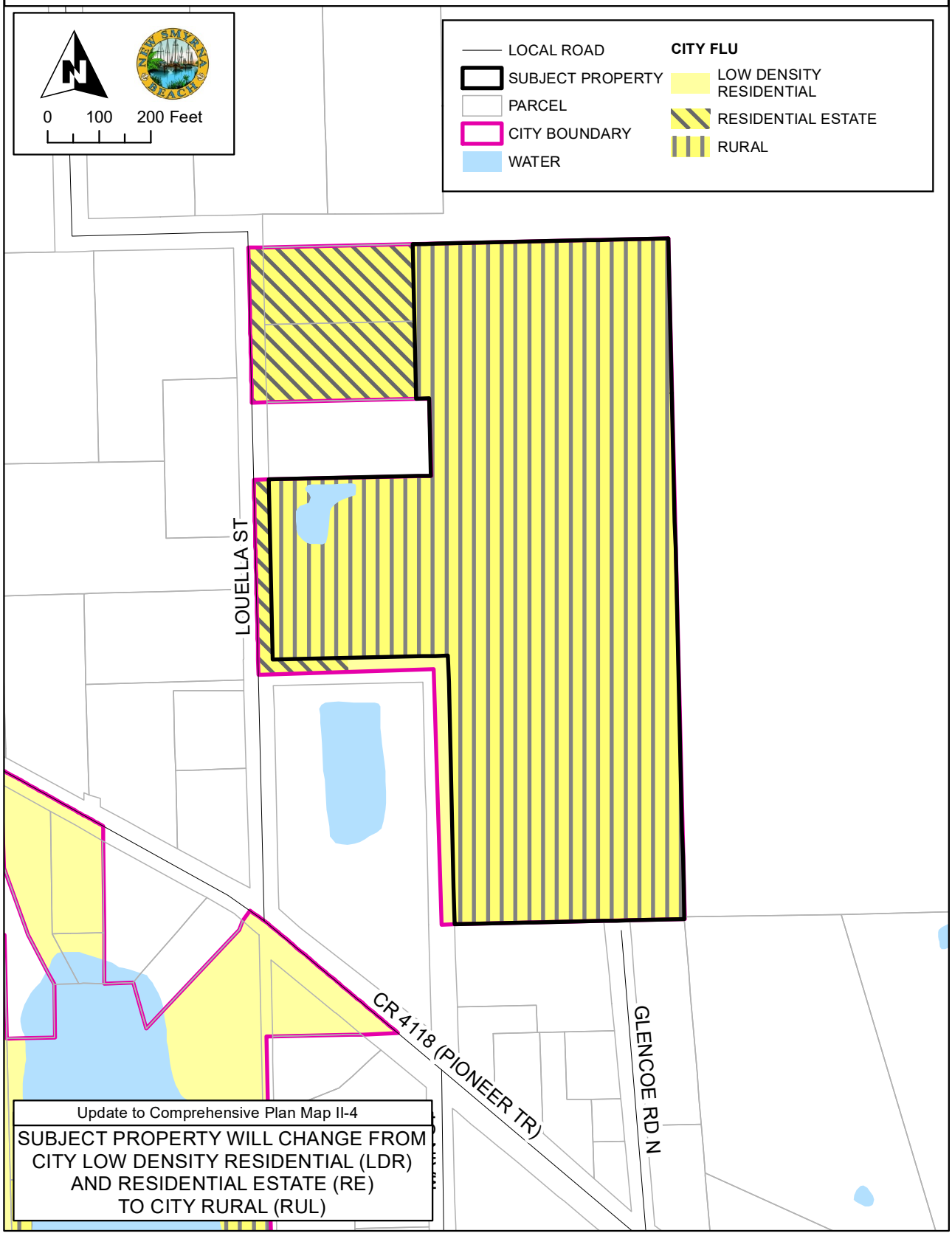
Intent:
This use is appropriate where a more suburban development pattern exists or is desired and where urban services are to be kept to a minimum.

RESIDENTIAL ESTATE

Maximum allowed density: Up to one [1] dwelling unit per acre
Intent: This use is appropriate for areas within the City that are to maintain a semi-rural or very low-density character. This designation is appropriate where the character of the existing development is defined by large lots (typically one (1) acre or more); where the carrying capacity of the land suggests lower densities are warranted due to the presence of floodplain, wetlands, or other similar conditions; and where the future extension of public utilities may be limited. This classification is appropriate to allow stables and hobby farms.

PROPOSED FUTURE LAND USE DESIGNATIONS

CPA-1-20



RURAL

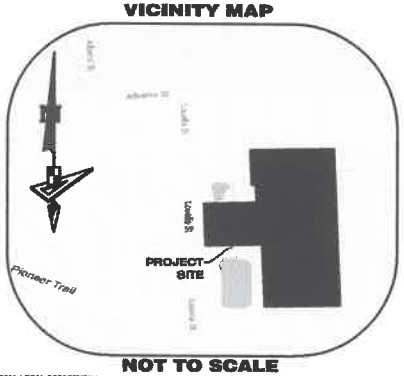
(Up to one [1] dwelling unit per five [5] acres or up to one [1] dwelling unit per acre) This category includes areas that may consist of agriculture land, undeveloped rural land, and large parcels of developed residential land. Areas designated with a Rural FLU category should be developed in a manner consistent with the retention of agriculture and rural lands, low-density residential and the protection of environmentally sensitive areas. Strict limitation of development in rural areas contributes to the efficient growth and operation of public services and facilities, thus ensuring the most effective use of Future Land Use Element public resources. The natural features and constraints will be the primary determinants in deciding whether or not an area is suitable for rural type development.

The Rural FLU designation may allow smaller lot sizes in clusters to protect environmentally sensitive land and upland buffers but shall not allow increase in density. Smaller cluster lots shall be allowed provided the clusters have large perimeter buffers to give the appearance of rural land from adjacent parcels and there is legal assurance that the property not included in the fee simple cluster lots are owned in common by the fee simple lot owners and will not be subsequently developed.

The density shall be determined as follows: Vacant parcels of land in the vicinity of existing exempt or approved platted subdivisions on or before April 3, 1990, with lot sizes from 1 unit per acre to 1 unit per 5 acres or vacant parcels of land immediately adjacent to an urban FLU category may be developed with similar density or lot sizes but not less than one (1) unit per acre. Only that portion of a parcel(s) that is within 660 feet from the above described existing exempt or approved subdivision or urban FLU category boundary, as of the adoption date of the Rural FLU category, is considered “in the vicinity.” Note: If a parcel that is “in the vicinity” is covered by more than fifty percent (50%) of the 660 feet extension, then the remaining portion of that parcel which is 10 acres or less is eligible for increased density.

Although the adjacency to the conditions described above allows for the potential of subdivisions with lots less than 5 acres in size, the actual lot size will be dependent upon the following: Compatibility of the proposed development will be viewed within the context of existing uses, public facility capacity in the area, suitability for wells and septic tank usage, and the natural features of the parcel in question, such as soils, vegetation, and floodplain. Vacant parcels or tracts of land that do not meet the preceding criteria or are in areas which have not been previously platted with lots less than 5 acres in size shall only be developed with lot sizes that are 5 acres or greater or in cluster developments at a density of no greater than one (1) unit per five (5) acres.

VICINITY MAP



NOT TO SCALE

OVERALL LEGAL DESCRIPTION:
A portion of J. W. MANNING SUBDIVISION according to plat thereof as recorded in Map Book 9, Page 118, as vacated by County of Volusia Resolution No. 2015-092 recorded in Official Records Book 7140, Page 4807, and being described as Parcel "C" on Report of Sketch of Description by James Marvin Bunn Professional Surveyor, Inc. attached as Exhibit B to General Affidavit recorded in Official Records Book 7258, Page 2926, all of the Public Records of Volusia County, Florida, as follows:

Commence at the Northwest corner of Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South 01°29'42" East, along the West line of said Section 14, a distance of 1319.43 feet; thence North 63°34'45" East, a distance of 628.58 feet for the POINT OF BEGINNING; thence continue North 88°54'45" East, a distance of 495.85 feet; thence South 01°30'00" East, a distance of 1322.10 feet; thence South 63°34'45" West, a distance of 448.14 feet; thence North 01°30'00" West, a distance of 521.44 feet; thence South 88°34'45" West, a distance of 340.11 feet; thence North 01°29'20" West, a distance of 350.23 feet; thence North 88°34'45" East, a distance of 315.03 feet; thence North 01°30'58" West, a distance of 150.30 feet; thence South 88°29'57" West, a distance of 24.63 feet; thence North 01°30'16" West, a distance of 300.13 feet to the POINT OF BEGINNING.

PARCEL 1:
A portion of J. W. MANNING SUBDIVISION according to plat thereof as recorded in Map Book 9, Page 118, as vacated by County of Volusia Resolution No. 2015-092 recorded in Official Records Book 7140, Page 4807, and being described as Parcel "C" on Report of Sketch of Description by James Marvin Bunn Professional Surveyor, Inc. attached as Exhibit B to General Affidavit recorded in Official Records Book 7258, Page 2926, all of the Public Records of Volusia County, Florida, as follows:

Commence at the Northwest corner of Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South 01°29'42" East, along the West line of said Section 14, a distance of 1319.43 feet; thence North 88°34'45" East, a distance of 628.58 feet for the POINT OF BEGINNING; thence N.88°21'50"E., a distance of 495.85 feet; thence S.01°38'10"E., a distance of 672.14 feet; thence S.88°21'50"W., a distance of 268.35 feet; thence N.01°38'10"W., a distance of 121.81 feet; thence S.88°21'50"W., a distance of 350.00 feet; thence N.01°38'10"W., a distance of 300.38 feet; thence N.88°21'50"E., a distance of 315.05 feet; thence N.01°38'10"W., a distance of 150.37 feet; thence S.88°21'50"W., a distance of 25.26 feet; thence N.01°38'10"W., a distance of 299.61 feet to the POINT OF BEGINNING.

Containing 11.573 acres, more or less.

PARCEL 2:
A portion of J. W. MANNING SUBDIVISION according to plat thereof as recorded in Map Book 9, Page 118, as vacated by County of Volusia Resolution No. 2015-092 recorded in Official Records Book 7140, Page 4807, and being described as Parcel "C" on Report of Sketch of Description by James Marvin Bunn Professional Surveyor, Inc. attached as Exhibit B to General Affidavit recorded in Official Records Book 7258, Page 2926, all of the Public Records of Volusia County, Florida, as follows:

Commence at the Northeast corner of Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South 01°29'42" East, along the West line of said Section 14, a distance of 1319.43 feet; thence North 88°34'45" East, a distance of 628.58 feet; thence N.63°21'50"E., a distance of 499.28 feet; thence S.01°38'10"E., a distance of 672.14 feet to the POINT OF BEGINNING; thence S.01°38'10"E., a distance of 450.00 feet; thence S.88°21'50"W., a distance of 446.35 feet; thence N.01°38'10"W., a distance of 521.81 feet; thence S.63°21'50"W., a distance of 340.00 feet; thence N.01°38'10"W., a distance of 60.00 feet; thence N.88°21'50"E., a distance of 268.00 feet; thence S.01°38'10"E., a distance of 121.81 feet; thence N.88°21'50"E., a distance of 396.35 feet to the POINT OF BEGINNING.

Containing 5.141 acres, more or less.

SURVEYOR'S NOTES:

1) Current title information on the subject property had not been furnished to GeoPoint Surveying, Inc. at the time of this survey, and is subject to title review and/or abstract. GeoPoint Surveying, Inc. makes no representations or guarantees pertaining to easements, rights-of-way, set back lines, reservations, agreements, and other similar matters.

2) This survey is limited to above ground visible improvements and that nothing below the ground was located including, but not limited to foundations (footings), utilities, etc.

3) Bearings shown hereon are based on the Northerly boundary of 647 Louella Street, of Section 14, Township 17 South, Range 33 East, having a Grid bearing of N.88°21'50"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North American Horizontal Datum of 1983 (NAD 83-2011 Adjustment) for the East Zone of Florida.

4) This survey is intended to be displayed at 1" = 60' or smaller.

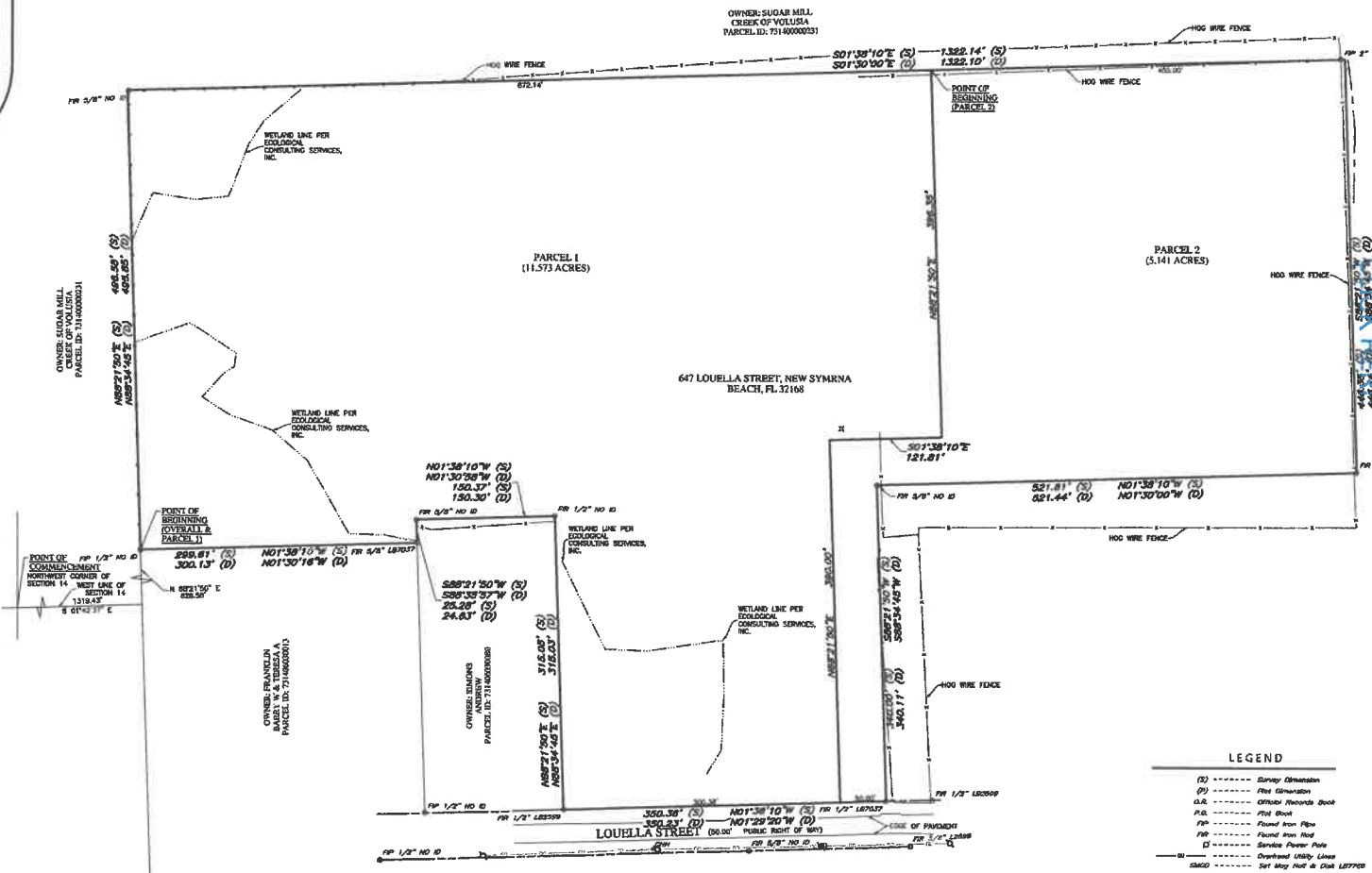
5) All dimensions, unless otherwise noted, are survey dimensions.

6) Additions or Deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

7) The subject parcel lies in Flood Zone "X", according to Flood Insurance Rate Map, Map No. 12127C0540J for Volusia County, Community No. 125132, Volusia County, Florida, dated September 29, 2017 and issued by the Federal Emergency Management Agency.

8) Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing hereon shall be construed to give any rights or benefits to anyone other than those certified to.

9) On this drawing, certify means to state or declare a professional opinion of conditions regarding those findings or facts which are the subject of the certification and does not constitute a warranty or guarantee, either implied or expressed. This certification is only for the lands as described. This certification is not a certificate of title, easements, zoning, or freedom of encumbrances.



LEGEND

(S)	Survey Dimension
(D)	Plat Dimension
O.R.	Official Records Book
P.B.	Plat Book
FIP	Found Iron Pipe
FIR	Found Iron Rod
	Service Power Pole
OH	Overhead Utility Lines
SMCD	Set Mag Nail & Disk LB7768

PROJECT: ANAHEIM SUBDIVISION
PHASE: 647 LOUELLA STREET
DRAWN: MTP | DATE: 6/11/20 | CHECKED BY: JDL
CHIEF: AW | FIELD BOOK: CF-2018
DATA FILE: LOUELLA-BITT.DWG
REVISIONS

DATE	DESCRIPTION	DRAWN BY

SURVEYOR'S CERTIFICATION
I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS STATED IN RULES 5J-17.051, 5J-17.052, AND 5J-17-053, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

James D. LeVier
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS6915

DATE OF LAST FIELD SURVEY: June 2, 2020

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BOUNDARY SURVEY

PREPARED FOR
JILL DOUGLAS
LOCATED IN
Section 14, Township 17 S., Range 33 E.
Volusia County, Florida

GeoPoint Surveying, Inc.
555 Windmill Pt. Suite 109
Maitland, Florida 32751
www.geopointsurvey.com
Phone: (321) 270-0440
Fax: (813) 248-2266
Licensed Business No.: LB 7768

SHEET NUMBER: 01 of 01

FILE PATH: J:\ANAHEIM SUB\SURVEY\LOUELLA-BIS.DWG PLOTTED BY: JAMIE LEVIER ON: 6/11/2020 11:07 AM LAST SAVED BY: JAMIEL ON: 6/26/2020 2:54 PM

LEGAL DESCRIPTION

7314-06-03-0010

647 Louella Street

Property Appraiser's Legal Description

14-17-33 PART OF SW 1/4 OF NW 1/4 MEAS 495.85 FT ON N/L & MEAS 1322.10 FT ON E/L DESCRIBED AS PARCEL C IN OR 7258 PG 2926 AKA LOTS 1 THRU 7 & LOTS 17 THRU 23 BLK C & INC VAC MAIN ST EXC W 1/2 ADJ TO LOTS 8 9 & 10 BLK C & INC ALL OF BLKS D E & I & INC ADJ VAC MILDRED AVE & ENTERPRISE ST MANNING SUB MB 9 PG 118 PER OR 5230 PG 0158 PER OR 5642 PG 1914 PER OR 5872 PG 1577 PER OR 6192 PGS 1632-1633 PER OR 6299 PG 1855 PER OR 7080 PG 4120 PER OR 7140 PG 4807 RESOLUTION 2015-092 PER OR 7847 PG 3341

Metes and Bounds

A portion of J. W. MANNING SUBDIVISION according to plat thereof as recorded in Map Book 9, Page 118, as vacated by County of Volusia Resolution No. 2015-092 recorded in Official Records Book 7140, Page 4807, and being described as Parcel "C" on Report Sketch of Description by James Marvin Bunn Professional Surveyor, Inc. attached as Exhibit III to General Affidavit recorded in Official Records Book 7258, Page 2926, all of the Public Records of Volusia County, Florida, as follows:

Commence at the Northwest cornered Section 14, Township 17 South, Range 33 East, Volusia County, Florida; thence run South 1° 29' 42" East, along the West line of said Section 14, a distance of 1319.43 feet; thence North 88° 34' 45" East, a distance of 828.58 feet for the POINT OF BEGINNING; thence continue North 88° 34' 45" East, a distance of 495.86 feet; thence South 01° 30' 00" East, a distance of 1322.10 feet, thence South 88° 35' 45" West, a distance of 340.11 feet, thence North 01° 29' 20" West, a distance of 350.23 feet; thence North 88° 34' 45"East, a distance of 315.03 feet; thence North 01° 30' 58' West, a distance of 150.30 feet; thence South 88° 35' 57" West, a distance of 24.63 feet; thence North 01° 30' 16"West, a distance of 300.13 feet to the POINT OF BEGINNING.

ORDINANCE NO. 102-20

AN ORDINANCE AMENDING THE CITY OF NEW SMYRNA BEACH COMPREHENSIVE PLAN; CHANGING THE FUTURE LAND USE DESIGNATION OF 16.7± ACRES LOCATED NORTH OF PIONEER TRAIL, WEST OF NORTH GLENCOE ROAD, EAST OF LOUELLA STREET, FROM CITY *LOW DENSITY RESIDENTIAL* AND *RESIDENTIAL ESTATE* TO CITY *RURAL;* PROVIDING FOR AMENDMENT OF THE ASSOCIATED COMPREHENSIVE PLAN MAPS; PROVIDING FOR REQUIRED TRANSMITTALS; PROVIDING FOR PUBLIC HEARINGS; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, William R. Bursler and Jill Douglas, 2000 South Prince Court, Winter Park, FL 32792, Applicants and Property Owners requests to amend its Comprehensive Plan, Future Land Use Map II-4 to change the land use designations of approximately 16.7± acres located north of Pioneer Trail, west of North Glencoe Road, east of Louella Street from City *Low Density Residential* and *Residential Estate* to City *Rural*; and

WHEREAS, the Planning and Zoning Board, sitting as the City's Local Planning Agency, held an advertised Public Hearing pursuant to §163.3164(40) & §163.3174(4)(a), F.S. on September 14, 2020 by a vote of 7-0 recommended that the City Commission ***approve*** the proposed Plan Amendment; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend its 1990 Comprehensive Plan as more particularly set forth hereinafter.

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

SECTION 1: ***Land Use Amendment.*** That the New Smyrna Beach 1990 Comprehensive Plan, **Future Land Use Map II-4**, is hereby amended by changing the land use designation for real properties located in Volusia County, Florida, described as:

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

from City *Low Density Residential* and *Residential Estate* to *Low Density Residential* and *Residential Estate* to City *Rural.*

SECTION 2: ***Transmittal of Notice and Amendments to Plan.*** The City Clerk has sent copies of the notice and amendment to the Reviewing Agencies in accordance with §163.3184(1)(c), F.S., and any other local government or governmental agency that has filed a written request with the City. §163.3184(3)(b)1, F.S.

SECTION 3: ***Public Hearings.*** It is hereby found that prior to transmittal a public hearing was held on October 13, 2019, after notice published October 6, 2020 and prior to adoption a public hearing was held November 17, 2020, after notice published November 12, 2020, and after receipt of agency comments, which is deemed to comply with §§163.3184(3)(b)1 and (c)1 and 163.3184(11), F.S.

SECTION 4: ***Conflicting Ordinances***. That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 5: ***Effective Date.*** That this ordinance shall become effective 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. §163.3184(3)(c)4, F.S.

APPROVED AS TO FORM AND CORRECTNESS:

s/ CARRIE AVALLONE
City Attorney

DATE: November 9, 2020

EXHIBIT "A"

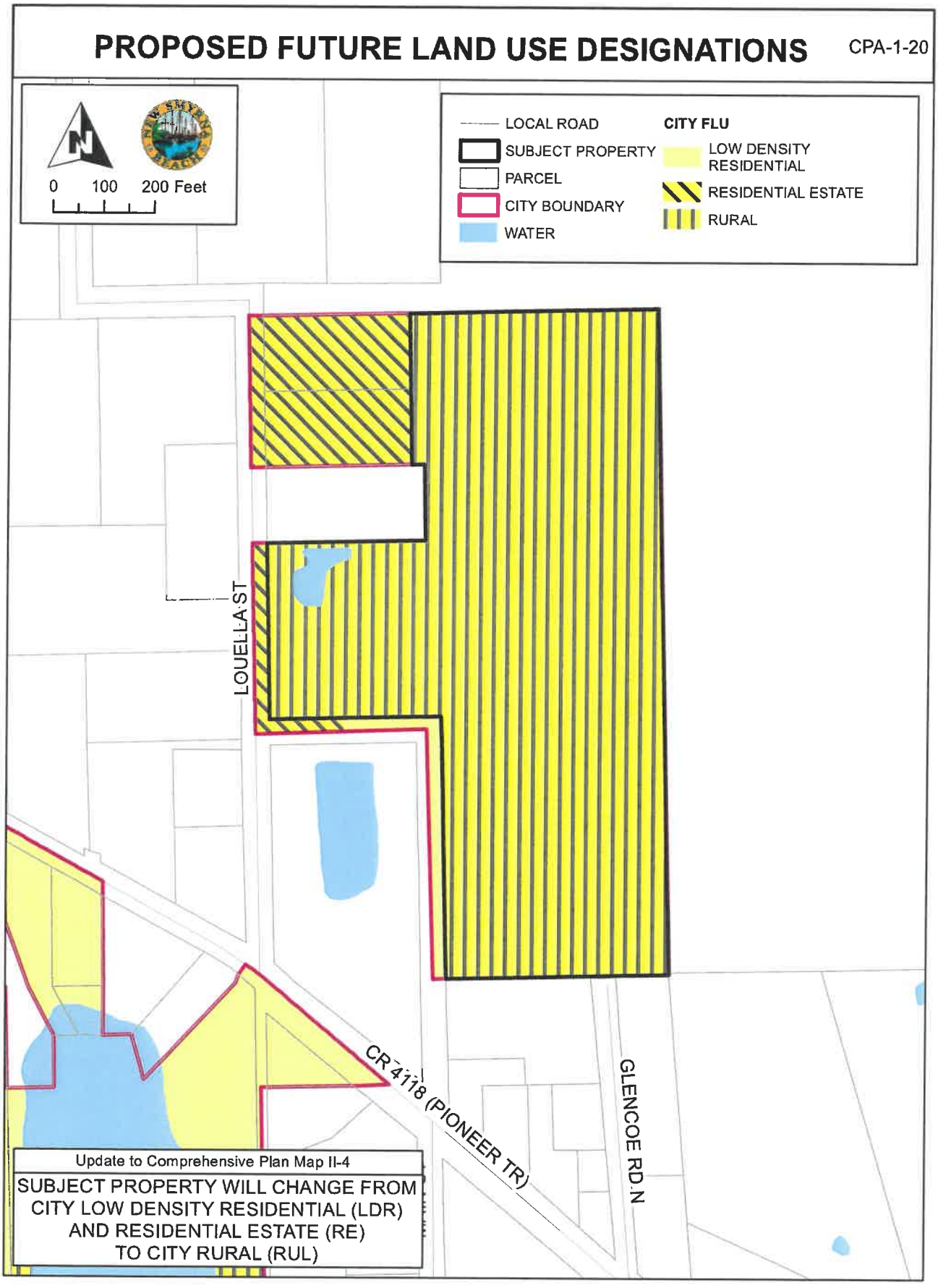
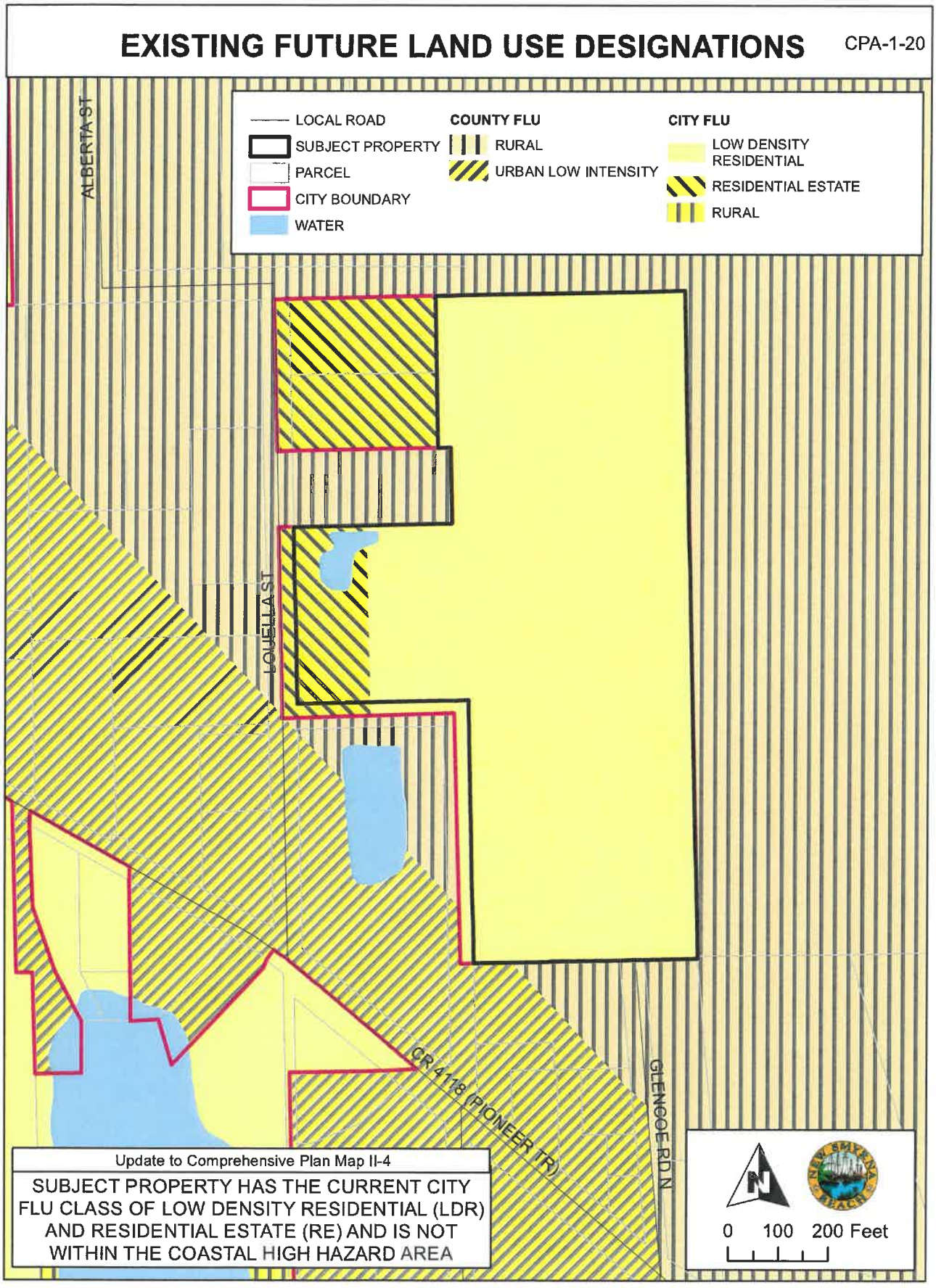

PROPOSED FUTURE LAND USE DESIGNATIONS
CPA-1-20
0 100 200 Feet
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
CITY FLU
LOW DENSITY RESIDENTIAL
RESIDENTIAL ESTATE
RURAL
LOUELLA ST
CR 4118 (PIONEER TR)
GLENCOE RD N
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY WILL CHANGE FROM CITY LOW DENSITY RESIDENTIAL (LDR) AND RESIDENTIAL ESTATE (RE) TO CITY RURAL (RUL)

EXHIBIT "A"


EXISTING FUTURE LAND USE DESIGNATIONS
CPA-1-20
LOCAL ROAD
SUBJECT PROPERTY
PARCEL
CITY BOUNDARY
WATER
COUNTY FLU
RURAL
URBAN LOW INTENSITY
CITY FLU
LOW DENSITY RESIDENTIAL
RESIDENTIAL ESTATE
RURAL
ALBERTA ST
LOUELLA ST
CR 4118 (PIONEER TR)
GLENCOE RD N
Update to Comprehensive Plan Map II-4
SUBJECT PROPERTY HAS THE CURRENT CITY FLU CLASS OF LOW DENSITY RESIDENTIAL (LDR) AND RESIDENTIAL ESTATE (RE) AND IS NOT WITHIN THE COASTAL HIGH HAZARD AREA
0 100 200 Feet

THE CITY OF NEW SMYRNA BEACH - MAINTENANCE OPERATIONS

ORDINANCE NO. 108-20: CONDUCT THE SECOND READING AND PUBLIC HEARING OF AN ORDINANCE, WHICH IF ADOPTED, WOULD GRANT A NON-EXCLUSIVE CONSTRUCTION AND ROLL-OFF SERVICE FRANCHISE TO PRECISION CONTAINERS.

November 17, 2020

Background:

Sec. 66-111. - Franchise requirement, of the City's Code of Ordinances provides the following:

"No person shall provide construction and demolition debris-removal services, as defined by F.S. § 403.703, as amended, in the city without being awarded a nonexclusive right and franchise by the city commission to provide such services within the city. (Ord. No. 32-96, § 1, 10-8-1996; Ord. No. 44-19, § 1, 8-13-2019)."

On September 3, 2020, Precision Container submitted an application form and applicable attachments to request such a franchise. The following is a summary of the steps taken in an attempt to have Precision Containers come into compliance with the City's Ordinance:

- Notice of Violation Letter sent to Charles Mason of Precision Containers via certified mail on 2/21/2018.
- Solid Waste Compliance Officer spoke directly to Charles Mason via phone to explain what was needed to become an approved vendor for C&D construction dumpster service in the City of NSB – his response was that he has been doing business in the City of NSB for 12 years without needing City approval, so he is not interested in submitting an application as he will continue to do business the way he has in the past.
- Charles Mason went before Special Magistrate at a Code Board hearing on 3/18/2018 and was found in violation of Ordinance 66-111. He was given a deadline (30 days) to submit the application and required documents by 1:00 pm on 4/18/2018 or he would be assessed a fine of $100.00/ day.
- **Charles Mason of Precision Containers failed to meet the deadline and the fine total is currently $89,600.00.**
- As a result of Precision Containers doing business illegally in the City, we have had several complaints from the vendors who are in compliance and following the rules and our largest vendor has informed the City that they will withhold their monthly franchise fees in an escrow account until the City remedies the issues with unauthorized haulers –

they have not paid the City franchise fees since October 2018.

- As a final remedy to enforce compliance on unauthorized roll off companies, the City Commission recently implemented an ordinance that allows the City to impound unauthorized construction dumpsters.
- Nearly every city/county has an ordinance to regulate and collect franchise fee from Construction & Demolition roll off companies. These trucks and containers cause major wear and tear on our roads and are also a huge liability if they are not properly maintained or insured.

As of 9/22/20, the Solid Waste Compliance Officer is aware of seven (7) locations with Precision Container roll-offs on site (see attached photos).

Findings:

Given the outstanding fines and the failure of the applicant, Precision Containers, to apply for the required franchise for this type of work for 19 months, City staff recommends that the City Commission **NOT** approve Ordinance No. 108-20 until such time as all fines are paid and company equipment is prominently identified as required by City Ordinance.

Staff recommends that the City Commission **NOT** approve the application for Precision Containers until the code enforcement fines are remedied and all equipment is prominently identified as required in Section 13-B of the Non-Exclusive Roll-off Franchise Ordinance.

Fiscal Analysis:

The Ordinance requires a franchise holder to pay the City $20.00 per haul; without an audit at this time, it is difficult to determine the total amount of unpaid fees to the City over the past 19 months.

City staff has also invested significant time and administrative expenses attempting to obtain compliance with the City's ordinances by Precision Containers.

Strategic Plan Item:

No

Staff Report Created By: Kelly McQuillen - City Clerk

Attachments:

Precision Containers Roll Off Application Packet.pdf
Code Enforcement Findings_4.18.2018.pdf
Precision Containers Notice of Violation Letter_3.1.2018.pdf
Notice of Violation_104 Ocean Drive_Impound Notice.pdf

Notice of Violation_715 Magnolia Street_Impound Notice.pdf
Precision Containers_Current Active Violation Sites_9.22.2020.pdf
Ord 108-20 Precision Containers and Clean Up, LLC Non-Exclusive Franchise Agmt.pdf

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below or fax to: 386-424-2198

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: 9-3-2020

Applicant Name: Precision Containers & Clean Up

Business Name: Precision Containers & Clean Up

Address: 1174 Tatum Blvd.
New Smyrna Bch FL 32168

Telephone: 386-663-2232 **Fax:** n/a **E-Mail:** precisioncontainers@gmail.com

1. **Attach copy of Current State License for Disposal Site**

Proposed Disposal Site(s): Volusia County Landfill, 1990 Tomoka Farms Rd, Port Orange FL 32128, Sarasota Landfill, 4 Jays

2. **Attach copy of City Occupational License (for your business location)**

3. **Attach copy of Current Insurance Certificate**
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: Burlington Insurance Co.

Address: 238 International Rd.
Burlington, NC 27215

Policy Number: 164B5665005

Applicant's Signature: Charles C Mason Jr.

Applicant's printed name: Charles C. Mason Jr.

Applicant's Title: owner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2020

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 H & H Insurance LLC 1702 Ridgewood Ave Suite H Holly Hill FL 32117	**CONTACT NAME:** Lisa Hawkins **PHONE (A/C, No, Ext):** (386) 310-8702 **FAX (A/C, No):** (386) 310-8704 **E-MAIL ADDRESS:** hhinsurance@cfl.rr.com
INSURED Precision Containers and Clean Up LLC 1174 Tatum Blvd New Smyrna Bch FL 32168	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Burlington Insurance Company **INSURER B :** Clear Springs Property & Casualty **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			164B565005	06/07/2020	06/07/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		CS-WK-000000762-0	01/01/2020	0101/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Picks Up Roll Off Containers with construction Debris

Charles Mason is Workers Comp Exempt

City of New Smyrna Beach is listed as additional insured with the same address as Certificate Holder

CERTIFICATE HOLDER

City of New Smyrna Beach
124 Industrial Park Avenue
New Smyrna Beach, FL 32168
ablakely@cityofnsb.com

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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2020/ 2021

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

Volusia County
FLORIDA

Account # 200505050022 **Expires:** September 30, 2021
Business Location: 1174 TATUM BLVD

Business Name: PRECISION CONTAINERS & CLEANUP LLC
Owner Name: CHARLES C MASON
Mailing Address: 1174 TATUM BLVD
NEW SMYRNA BEACH, FL 32168

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	1	$22.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID:	07/15/2020
RECEIPT #:	WWW-19-0040130
TOTAL TAX:	22.00
PENALTY:	0.00
TOTAL PAID:	22.00

200505050022

Business Name: PRECISION CONTAINERS & CLEANUP LLC
Owner Name: CHARLES C MASON
Mailing Address: 1174 TATUM BLVD
NEW SMYRNA BEACH, FL 32168

Account # 200505050022 **Expires:** September 30, 2021
Business Location: 1174 TATUM BLVD

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

BEFORE THE CODE ENFORCEMENT SPECIAL MAGISTRATE OF THE CITY OF NEW SMYRNA BEACH, FLORIDA

CITY OF NEW SMYRNA BEACH, FLORIDA, a municipal corporation,

Petitioner,

vs. CASE NO.: CESM2018-16507

Precision Containers

Respondents/Owners.

_____/

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

This case was ~~heard~~ continued on 3/21/18 + heard on 4/18/18, before the undersigned Special Magistrate at public hearing, after legal and due notice to Respondent. The undersigned, having heard testimony, and being otherwise duly advised in the premises, makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The property which is the subject of this code enforcement action is located at N.A., New Smyrna Beach, Florida.

2. The property was first inspected by a Code Enforcement Officer on 3/1/18.

3. At the time of inspection the Code Enforcement Officer found the property to be in violation of:

   a. Section(s) 66-111 of the City of New Smyrna Beach Code of Ordinances.

   b. Section(s) NA of the City of New Smyrna Beach Land Development Regulations (LDR).

   c. Section(s) NA of the International Property Maintenance Code (IPMC).

4. The Respondent was properly sent a Notice of Violation on 3/1/18, and the property violation was to be corrected before 3/16/18, as allowed by City Code and Chapter 162, Fla.Stat.

5. The Code Enforcement Officer reinspected the property for compliance on 4/17/18, for this hearing. The property violation was not corrected by the deadline in the Notice of Violation, and the property violation was not in compliance at the time of this hearing.

BASED ON THE FOREGOING, IT IS ORDERED that:

1. The Respondent was found in violation of Section 66-111 between 3/1/18 and 4/17/18 and failed to correct the violation by the date specified ~~and that the violation is now corrected and no fine is imposed~~. The Respondent is hereby ordered to comply with the requirements of the City of New Smyrna Beach Code of Ordinances / LDR / IPMC, Section 66-111. Compliance must be completed by 1:00 p.m. on April 18, 2018, for compliance with this Order.

2. If the Respondent does not bring the property into compliance and comply with Section 66-111 of the City of New Smyrna Beach Code of Ordinances / LDR / IPMC by the deadline provided herein, a fine of $100/day shall be assessed.

3. Any violations of the same code section by the code violators on the same property within five (5) years from the date of this Order shall be treated as repeat violations, wherein the Special Magistrate may impose a fine of up to $500.00 per day for each day such violation exists.

4. Pursuant to Chapter 7, Code of Ordinances, City of New Smyrna Beach, Florida, a second PUBLIC HEARING will be conducted in the above-styled case by the Code Enforcement Special Magistrate on 5/16/18 **at 9:00 a.m.,** or as soon after as may be heard, in City Commission Chambers, City Hall, 210 Sams Avenue, New Smyrna Beach, Florida. The Code Enforcement Special Magistrate will consider setting a fine and lien on the above referenced case at said PUBLIC HEARING. Please govern yourself accordingly.

DONE and **ORDERED** on 4/18/18

Catherine D. Reischmann, Esquire
Code Enforcement Special Magistrate

ATTEST:

Clerk: Ursula Moccia
Code Enforcement

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing Order was served on the party(ies) described above by either Hand Delivery upon the person(s), or by leaving the notice at the usual place of residence of the person(s) described above with a person residing therein who is above FIFTEEN (15) years of age and informing such person of the contents of this notice; in the case of a commercial premises leaving the notice with the manager or person in charge; or by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service:
(__) Certified Mail, Return Receipt Requested 91 7199 9991 7038 4087 7541

(__) Post

TO: Precision Contained V. Charles Mason, 1124 Tatum Blvd (list owner(s) address)
New Smyrna Beach, FL 32168

Copy to: City Attorney

Signature: Ursula Moccia
Title: Code Enforcement Board Clerk
Date: 4/19/18

City of New Smyrna Beach

CODE ENFORCEMENT

NOTICE OF VIOLATION

Complaint Case No.: C2018-16507

March 1, 2018

Charles Mason
Precision Containers
1174 Tatum Blvd.
New Smyrna Beach, FL 32168

You are hereby notified that you are in violation of:

Code of Ordinances, City of New Smyrna Beach, Sec. 66-111. Franchise Requirements

DESCRIPTION OF VIOLATION: Providing construction and demolition debris removal services without meeting the Franchise Requirements per City of New Smyrna Beach City Ordinance and Florida State Statutes.

ACTION REQUIRED:

Complete the enclosed request form and return the application to the Public Works Department with copies of your current state license and insurance certificate.

This violation is occurring on the following property:

1 red can - Corner of Hill Street & 4th Ave (Luxury Builders)

1 yellow can - Corner of Sams Ave & Julia Street - Tabby House Project - Beach Towne Construction)

1 orange can - corner of Saxon & 3rd Ave - Beach Towne Construction - new commercial construction)

1 navy blue can - Ocean Reef Villas - 1571 S. Atlantic Ave - GC Construction Service

If this violation is not corrected by March. 16. 2018 then the violation will be forwarded to the City of New Smyrna Beach Code Enforcement Board for hearing. The Code Enforcement Board has the power to levy a fine of up to $250.00 per day against your real and/or personal property for each day the violation continues beyond the date set by the board for compliance. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction, the case may be presented to the enforcement board even if the violation has been corrected prior to the board meeting. A fine of $500.00 per day for repeat violations may be imposed.

Please govern your actions accordingly.

Barbara Bobelak

Signature: Barbara Bobelak
Code Enforcement Officer

City of New Smyrna Beach

CODE ENFORCEMENT

NOTICE OF HEARING

CITIZENS SPECIAL MAGISTRATE
IN AND FOR THE CITY OF NEW SMYRNA BEACH

YOU ARE HEREBY notified that a first hearing will be held before the City of New Smyrna Beach Special Magistrate in and for the City of New Smyrna Beach on **Wednesday, the 21st day of March, 2018, at 9:00 a.m.** at City Hall, 210 Sams Avenue, City Commission Chambers, New Smyrna Beach, Florida 32168, for the purpose of determining whether you are in violation of the New Smyrna Beach Municipal Code as described in this notice of violation.

The decision of the Special Magistrate will be based upon the evidence presented at the hearing. If the Special Magistrate determines that you are in violation and you fail to correct the violation(s) within the time period specified by the Special Magistrate, the Special Magistrate may impose a fine of TWO HUNDRED AND FIFTY DOLLARS ($250.00) a day for the first violation and up to FIVE HUNDRED DOLLARS ($500.00) a day for repeated violations. If the Special Magistrate finds the violation is irreparable or irreversible in nature, it may impose a fine not to exceed $5,000.00 per violation. At the hearing, you will have the right to be represented by an attorney (at your own expense) or represent yourself, you will be given the opportunity to examine the evidence against you, cross-examine the City's witnesses, present witnesses to rebut the City's witnesses, present witnesses on your own behalf, present other relevant evidence, and make a statement to the Special Magistrate. Should you fail to appear on the aforesaid date and time, an Order may be entered against you. Should you wish to appeal the decision of the Special Magistrate, you will need to ensure that a verbatim record of the proceeding is made. You may examine the City's records concerning the subject matter of this action at the Building Department, City of New Smyrna Beach, City Hall, 2650 N. Dixie Freeway, New Smyrna Beach, Florida 32168, Telephone (386) 410-2870.

If the violation(s) is corrected and then reoccurs or if the violation(s) is not corrected by the time specified for correction by the Code Enforcement Officer, your case may be presented to the Citizens Code Enforcement Board even if the violation(s) has been corrected prior to the Board hearing.

DONE AND ORDERED this 1st day of March, 2018, at City Hall, City of New Smyrna Beach, Florida.

Barbara Bobelak

Signature: Barbara Bobelak
Title: Code Enforcement Officer

Precision Containers.
C2018-16507

City of New Smyrna Beach

CODE ENFORCEMENT

CERTIFICATE OF SERVICE

The undersigned Official hereby certifies that the foregoing **Notice of Violation** was served on March 1, 2018 on the party(ies) described above by Hand Delivery upon the person(s); or by leaving the notice at the usual place of residence of the person(s) described above with a person residing therein who is above fifteen(15) years of age and informing such person of the contents of the notice; or in the case of commercial premises upon the manager or other person in charge; or, by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service: U.S. Certified Mail, Return Receipt Requested

Return Receipt: 91 7199 9991 7037 7107 0400

Barbara Bobelak

Signature: Barbara Bobelak
Code Enforcement Officer

CC: Amy Blakely, Solid Waste Compliance

Please contact the Code Enforcement Office if you have any questions regarding this notice or if you feel that your property is not in violation of the City Code Ordinance.

Barbara Bobelak: 386-410-2871 Email: bbobelak@cityofnsb.com

Erin Elliott: 386-410-2872 eelliott@cityofnsb.com

Megan Wilk: 386-410-2873 mwilk@cityofnsb.com

Precision Containers.
C2018-16507

City of New Smyrna Beach

CONSTRUCTION AND DEMOLITION ROLL-OFF SERVICE
NON-EXCLUSIVE FRANCHISE ORDINANCE APPLICATION

Please complete and return to the address below or fax to: 386-424-2198

Public Works Dept.
124 Industrial Park Avenue
New Smyrna Beach, FL 32168

Date: _____

Applicant Name: _____

Business Name: _____

Address: _____

_____

Telephone: _____ **Fax:** _____

1. Attach copy of Current State License for Disposal Site

Proposed Disposal Site(s): _____

_____

2. Attach copy of City Occupational License (for your business location)

3. Attach copy of Current Insurance Certificate
Naming City of New Smyrna Beach as additional insured with 30 days' notice prior to cancellation.

Insurance Carrier: _____

Address: _____

_____

Policy Number: _____

Applicant's Signature: _____

Applicant's printed name: _____

Applicant's Title: _____

City of New Smyrna Beach

CODE ENFORCEMENT
NOTICE OF VIOLATION

Case No: 19608

8/26/2020

Peter E. Macek
104 Ocean Drive
New Smyrna Beach, FL 32169

You are hereby notified that you are in violation of:

Code of Ordinances, City of New Smyrna Beach, Sec. 66-111. Franchise Requirements

This violation is occurring on the following property:

104 Ocean Drive New Smyrna Beach, FL 32169

DESCRIPTION OF VIOLATION: Providing construction and demolition debris removal services without meeting the Franchise Requirements per City of New Smyrna Beach City Ordinance and Florida State Statutes.

This construction & demolition roll-off/container is being used in violation of New Smyrna Beach Code Section 66-111, "Franchise Requirement," which provides that "no person shall provide construction and demolition debris-removal services, as defined by F.S. § 403.703, as amended, in the city without being awarded a nonexclusive right and franchise by the city commission to provide such services within the city." Failure to remove this roll-off/container within 24 hours of the posting of this notice shall result in the imposition of a fine in the amount of $500 and the roll-off/container shall be seized and impounded by the City's solid waste compliance officer, subject to the terms of Code Section 66-112(d).

You have the right to contest the seizure or impoundment of this roll-off/container in a preliminary hearing. You may immediately retrieve this roll-off/container from impoundment, provided you provide the solid waste compliance officer with a cash bond in the amount of $500, plus the administrative surcharge incurred for enforcement, with such bond returned provided the preliminary hearing finds no violation of code to exist. You may also choose to waive the right to a preliminary hearing and immediately retrieve the roll-off/container upon payment of the $500 penalty, plus administrative surcharge incurred for enforcement. Failure to request a preliminary hearing within five (5) days of the mailing/posting of this notice shall constitute waiver of the right to a preliminary hearing pursuant to Code Section 66-112(d). A roll-off/container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the City.

Signature: Ami Blakely
Solid Waste Compliance Officer

City of New Smyrna Beach

CODE ENFORCEMENT

DONE AND ORDERED this 26th day of August, 2020, at City Hall, City of New Smyrna Beach, Florida.

Signature: Ami Blakely
Title: Solid Waste Compliance Officer

CERTIFICATE OF SERVICE

The undersigned Official hereby certifies that the foregoing **Notice of Violation** was posted on August 26, 2020 on the party(ies) described above by leaving the notice at the usual place of violation site/residence/business or, by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service: U.S. Certified Mail, Return Receipt Requested
Return Receipt:

91 7199 9991 7037 0581 7880

Signature: Ami Blakely
Solid Waste Compliance Officer

CC: Amy Blakely, Solid Waste Compliance

Please contact the Maintenance Operations Office if you have any questions regarding this notice or if you feel that your property is not in violation of the City Code Ordinance.

Ami Blakely: 386-424-2207 Email: ablakely@cityofnsb.com

ALERT: STAY UPDATED ON POST OFFICE CLOSURES AND SERVICE DISRUPTIONS ...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 9171999991703705817880

Remove ×

Your item was delivered to an individual at the address at 10:40 am on August 29, 2020 in NEW SMYRNA BEACH, FL 32169.

Feedback

Delivered

August 29, 2020 at 10:40 am
Delivered, Left with Individual
NEW SMYRNA BEACH, FL 32169

Get Updates ∨

Text & Email Updates ∨

Return Receipt Electronic ∨

Tracking History ∨

Product Information ∨

See Less ∧


Aug 27, 2020 at 2:12:16 PM
103 Ocean Dr
New Smyrna Beach FL 32169
United States

Altkey: 6002029
MACEK PETER ETAL

Parcel ID: 740506000080
104 OCEAN DR , NEW SMYRNA BEACH

Parcel

Short Parcel Id	740506000080
Property Location	104 OCEAN DR, NEW SMYRNA BEACH, 32169
PC Code	0100 - SINGLE FAMILY
Total Bldgs	1
Neighborhood	4804 - SPYGLASS SUB MB 42 PG 103
Business Name	
Homestead Property	Yes

Primary Owner

Owner	MACEK PETER ETAL
In Care Of	
Mailing Address	104 OCEAN DR NEW SMYRNA BEACH FL 32169 Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	MACEK PETER ETAL		100	O - O

Legal

Millage Group	601-NEW SMYRNA BEACH
Legal Description	LOT 8 RIVERBEACH ESTATES MB 48 PG 92 PER OR 5236 PGS 3514-3516 INC
Map TWP-RNG-SEC	17 - 34 - 05
Subdivision-Block-Lot	06 - 00 - 0080
Date Created	07-MAY-01
Year Annexed	

Special Assessment

Project #	Description	Units	Rate	Amount
6012	NSB STORMWATER	1.00	$92.00	$92.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5236 / 3514	WD-WARRANTY DEED	2004001013	11/25/2003	I	$385,000
4959 / 0323	WD-WARRANTY DEED	2002254895	10/15/2002	I	$362,500

County Links

City of New Smyrna Beach

CODE ENFORCEMENT
NOTICE OF VIOLATION

Case No: 19608

9/1/2020 **Second Violation Notice**

Peter E. Macek
104 Ocean Drive
New Smyrna Beach, FL 32169

You are hereby notified that you are in violation of:

Code of Ordinances, City of New Smyrna Beach, Sec. 66-111. Franchise Requirements

This violation is occurring on the following property:

104 Ocean Drive New Smyrna Beach, FL 32169

DESCRIPTION OF VIOLATION: Providing construction and demolition debris removal services without meeting the Franchise Requirements per City of New Smyrna Beach City Ordinance and Florida State Statutes.

This construction & demolition roll-off/container is being used in violation of New Smyrna Beach Code Section 66-111, "Franchise Requirement," which provides that "no person shall provide construction and demolition debris-removal services, as defined by F.S. § 403.703, as amended, in the city without being awarded a nonexclusive right and franchise by the city commission to provide such services within the city." Failure to remove this roll-off/container within 24 hours of the posting of this notice shall result in the imposition of a fine in the amount of $500 and the roll-off/container shall be seized and impounded by the City's solid waste compliance officer, subject to the terms of Code Section 66-112(d).

You have the right to contest the seizure or impoundment of this roll-off/container in a preliminary hearing. You may immediately retrieve this roll-off/container from impoundment, provided you provide the solid waste compliance officer with a cash bond in the amount of $500, plus the administrative surcharge incurred for enforcement, with such bond returned provided the preliminary hearing finds no violation of code to exist. You may also choose to waive the right to a preliminary hearing and immediately retrieve the roll-off/container upon payment of the $500 penalty, plus administrative surcharge incurred for enforcement. Failure to request a preliminary hearing within five (5) days of the mailing/posting of this notice shall constitute waiver of the right to a preliminary hearing pursuant to Code Section 66-112(d). A roll-off/container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the City.

Signature: Ami Blakely
Solid Waste Compliance Officer

City of New Smyrna Beach

CODE ENFORCEMENT

DONE AND ORDERED this 1st day of September, 2020, at City Hall, City of New Smyrna Beach, Florida.

Signature: Ami Blakely
Title: Solid Waste Compliance Officer

CERTIFICATE OF SERVICE

The undersigned Official hereby certifies that the foregoing **Notice of Violation** was posted on September 1, 2020 on the party(ies) described above by leaving the notice at the usual place of violation site/residence/business or, by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service: U.S. Certified Mail, Return Receipt Requested
Return Receipt:

91 7199 9991 7037 0581 7910

Signature: Ami Blakely
Solid Waste Compliance Officer

CC: Amy Blakely, Solid Waste Compliance

Please contact the Maintenance Operations Office if you have any questions regarding this notice or if you feel that your property is not in violation of the City Code Ordinance.

Ami Blakely: 386-424-2207 Email: ablakely@cityofnsb.com

ALERT: STAY UPDATED ON POST OFFICE CLOSURES AND SERVICE DISRUPTIONS ...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 9171999991703705817910

Remove ×

Your item was delivered to an individual at the address at 3:51 pm on September 4, 2020 in NEW SMYRNA BEACH, FL 32169.

Feedback

Delivered

September 4, 2020 at 3:51 pm
Delivered, Left with Individual
NEW SMYRNA BEACH, FL 32169

Get Updates ∨

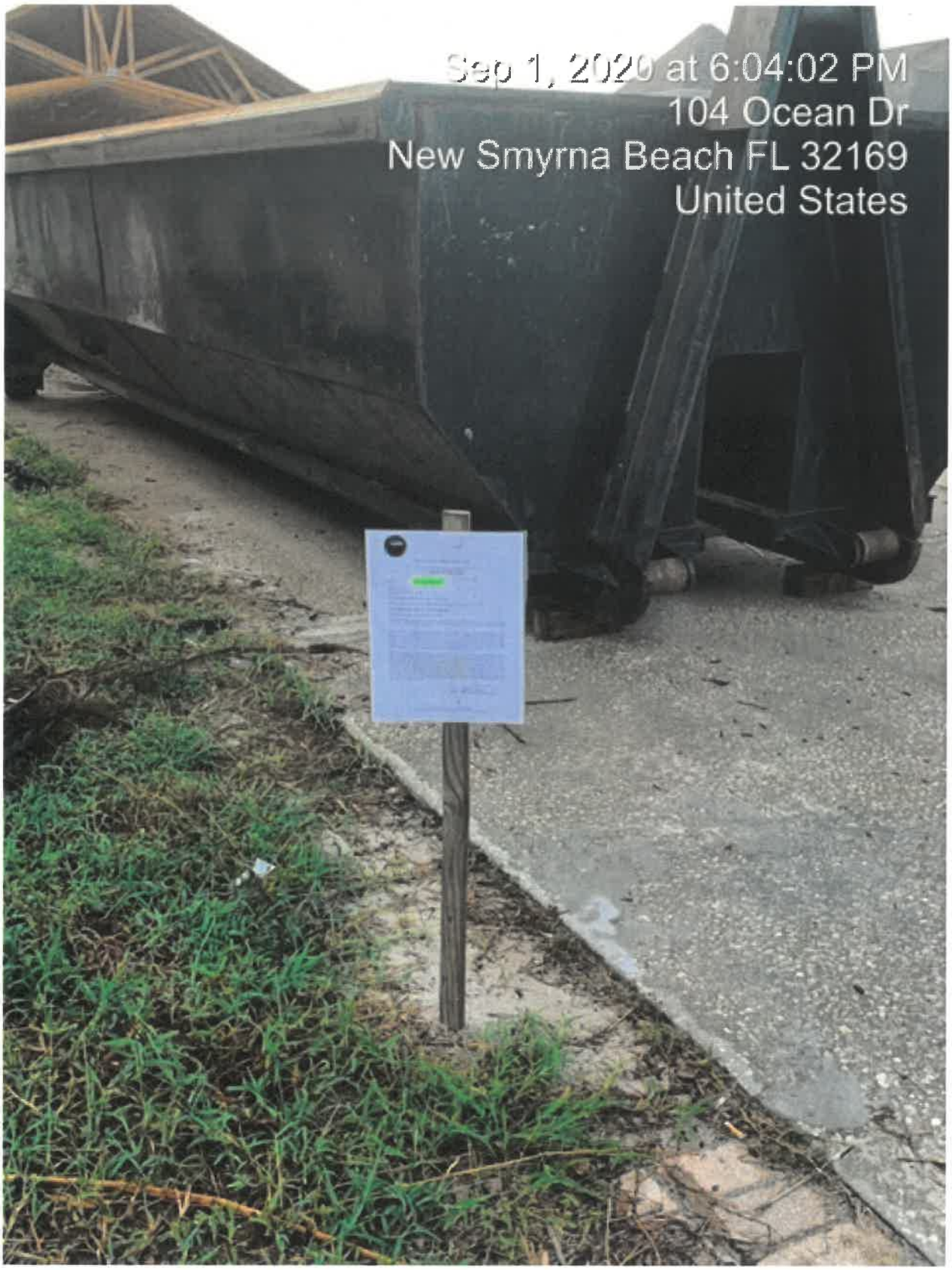
Text & Email Updates ∨

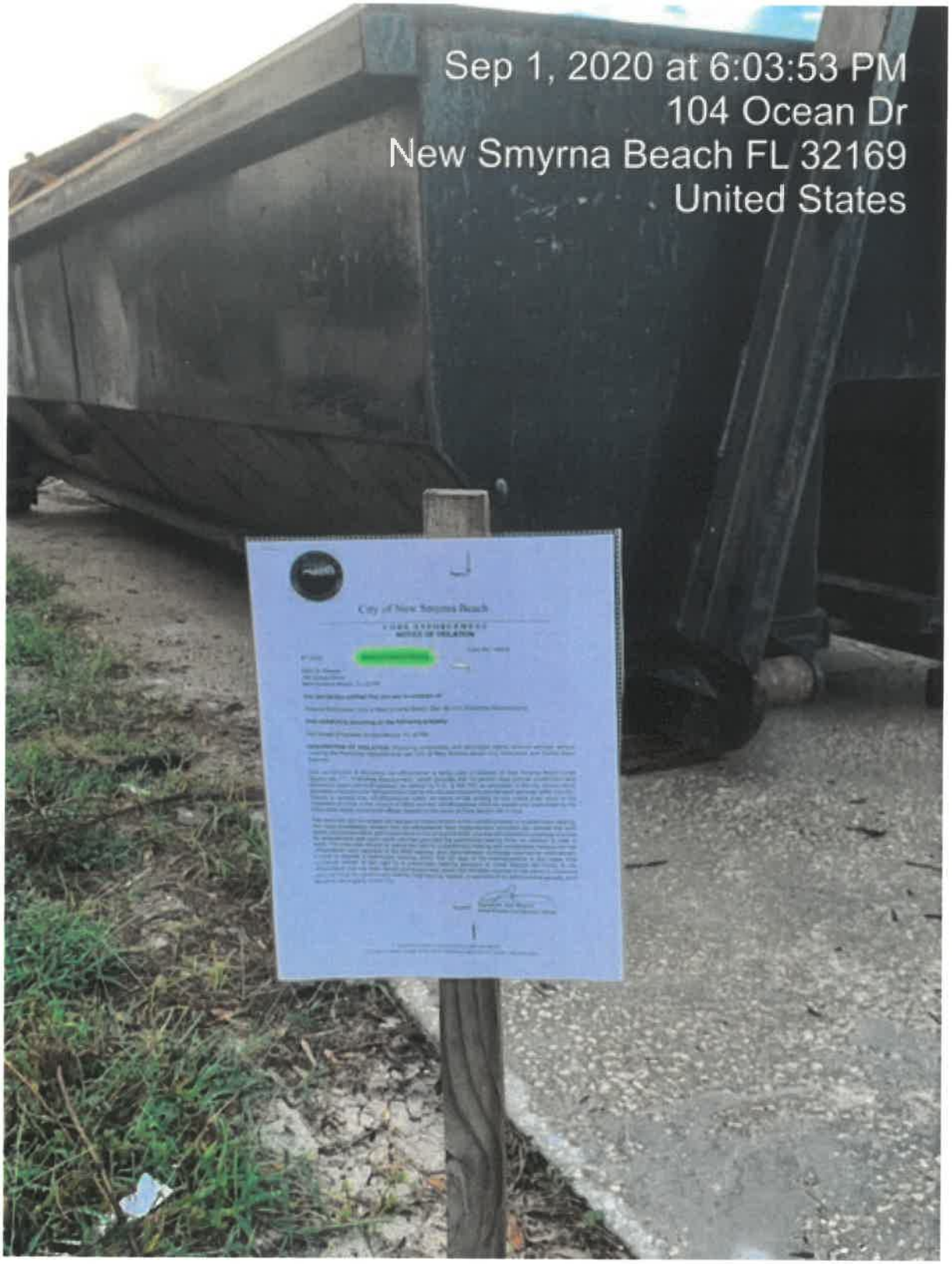
Return Receipt Electronic ∨

Tracking History ∨

Product Information ∨

See Less ∧


Sep 1, 2020 at 6:04:02 PM
104 Ocean Dr
New Smyrna Beach FL 32169
United States


Sep 1, 2020 at 6:03:53 PM
104 Ocean Dr
New Smyrna Beach FL 32169
United States
City of New Smyrna Beach

3rd Repeat Violation 104 Ocean Drive 9/16/2020



City of New Smyrna Beach

CODE ENFORCEMENT
NOTICE OF VIOLATION

Case No: 19607

8/26/2020

One Accord Christian Church
715 Magnolia Street
New Smyrna Beach, FL 32168

You are hereby notified that you are in violation of:

Code of Ordinances, City of New Smyrna Beach, Sec. 66-111. Franchise Requirements

This violation is occurring on the following property:

715 Magnolia Street New Smyrna Beach, FL 32168

DESCRIPTION OF VIOLATION: Providing construction and demolition debris removal services without meeting the Franchise Requirements per City of New Smyrna Beach City Ordinance and Florida State Statutes.

This construction & demolition roll-off/container is being used in violation of New Smyrna Beach Code Section 66-111, "Franchise Requirement," which provides that "no person shall provide construction and demolition debris-removal services, as defined by F.S. § 403.703, as amended, in the city without being awarded a nonexclusive right and franchise by the city commission to provide such services within the city." Failure to remove this roll-off/container within 24 hours of the posting of this notice shall result in the imposition of a fine in the amount of $500 and the roll-off/container shall be seized and impounded by the City's solid waste compliance officer, subject to the terms of Code Section 66-112(d).

You have the right to contest the seizure or impoundment of this roll-off/container in a preliminary hearing. You may immediately retrieve this roll-off/container from impoundment, provided you provide the solid waste compliance officer with a cash bond in the amount of $500, plus the administrative surcharge incurred for enforcement, with such bond returned provided the preliminary hearing finds no violation of code to exist. You may also choose to waive the right to a preliminary hearing and immediately retrieve the roll-off/container upon payment of the $500 penalty, plus administrative surcharge incurred for enforcement. Failure to request a preliminary hearing within five (5) days of the mailing/posting of this notice shall constitute waiver of the right to a preliminary hearing pursuant to Code Section 66-112(d). A roll-off/container that has been seized and impounded, which has not been returned to the owner or interested party by virtue of a preliminary hearing, final hearing, appeal, or payment of an administrative penalty, shall become the property of the City.

Signature: Ami Blakely
Solid Waste Compliance Officer

City of New Smyrna Beach

CODE ENFORCEMENT

DONE AND ORDERED this 26th day of August 2020, at City Hall, City of New Smyrna Beach, Florida.

Signature: Ami Blakely
Title: Solid Waste Compliance Officer

CERTIFICATE OF SERVICE

The undersigned Official hereby certifies that the foregoing **Notice of Violation** was posted on August 26, 2020 on the party(ies) described above by leaving the notice at the usual place of violation site/residence/business or, by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service: U.S. Certified Mail, Return Receipt Requested
Return Receipt:

91 7199 9991 7037 0581 7897

Signature: Ami Blakely
Solid Waste Compliance Officer

CC: Amy Blakely, Solid Waste Compliance

Please contact the Maintenance Operations Office if you have any questions regarding this notice or if you feel that your property is not in violation of the City Code Ordinance.

Ami Blakely: 386-424-2207 Email: ablakely@cityofnsb.com

ALERT: STAY UPDATED ON POST OFFICE CLOSURES AND SERVICE DISRUPTIONS ...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 9171999991703705817897

Remove ×

Your item arrived at our USPS facility in FORT MYERS FL DISTRIBUTION CENTER on September 18, 2020 at 9:52 am. The item is currently in transit to the destination.

Feedback

In-Transit

September 18, 2020 at 9:52 am
Arrived at USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER

Get Updates ∨

Text & Email Updates ∨

Return Receipt Electronic ∨

Tracking History ∨

Product Information ∨

See Less ∧

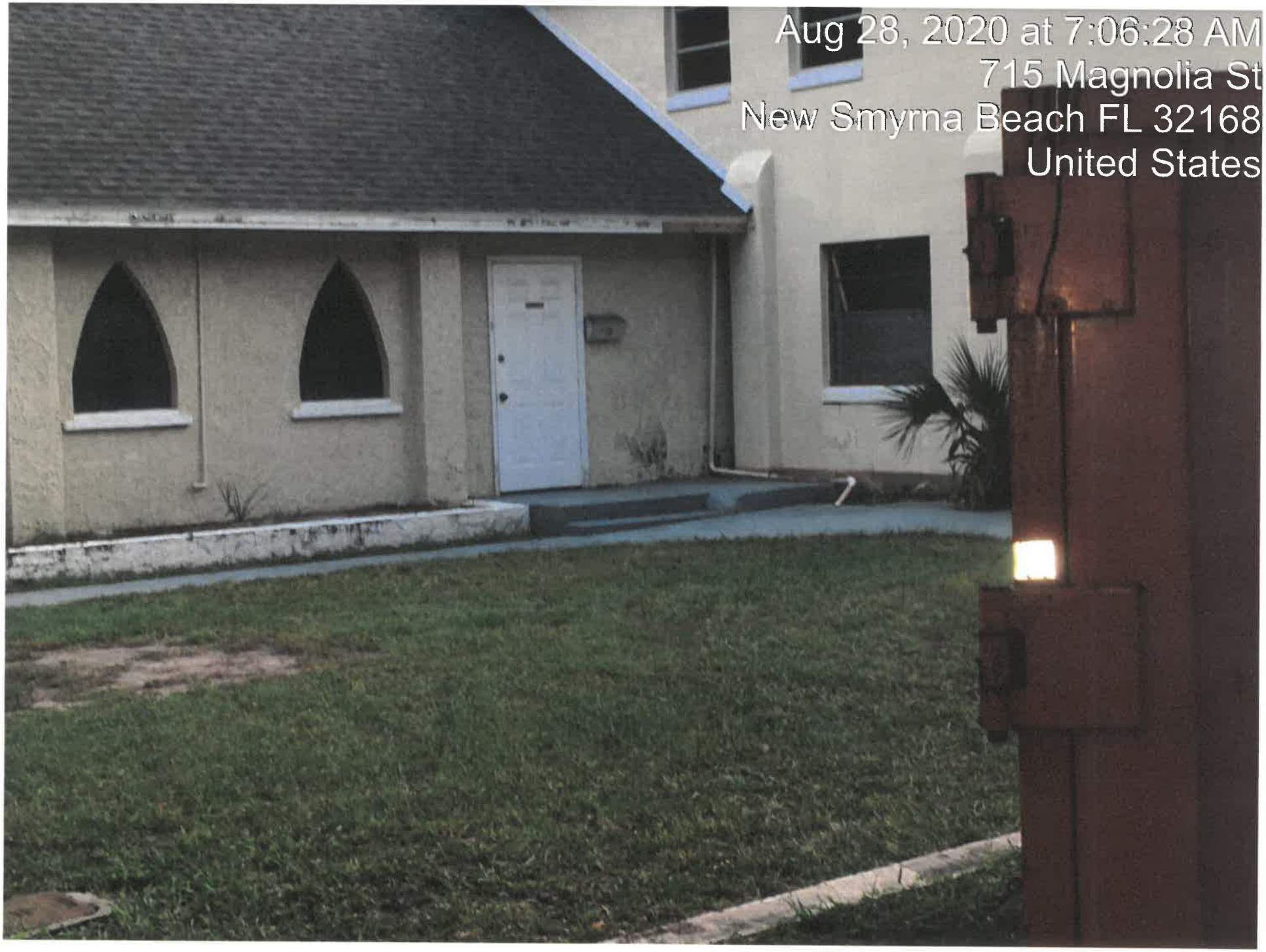
715 Magnolia Notice of Violation August 27th 2020 @ 2:27PM

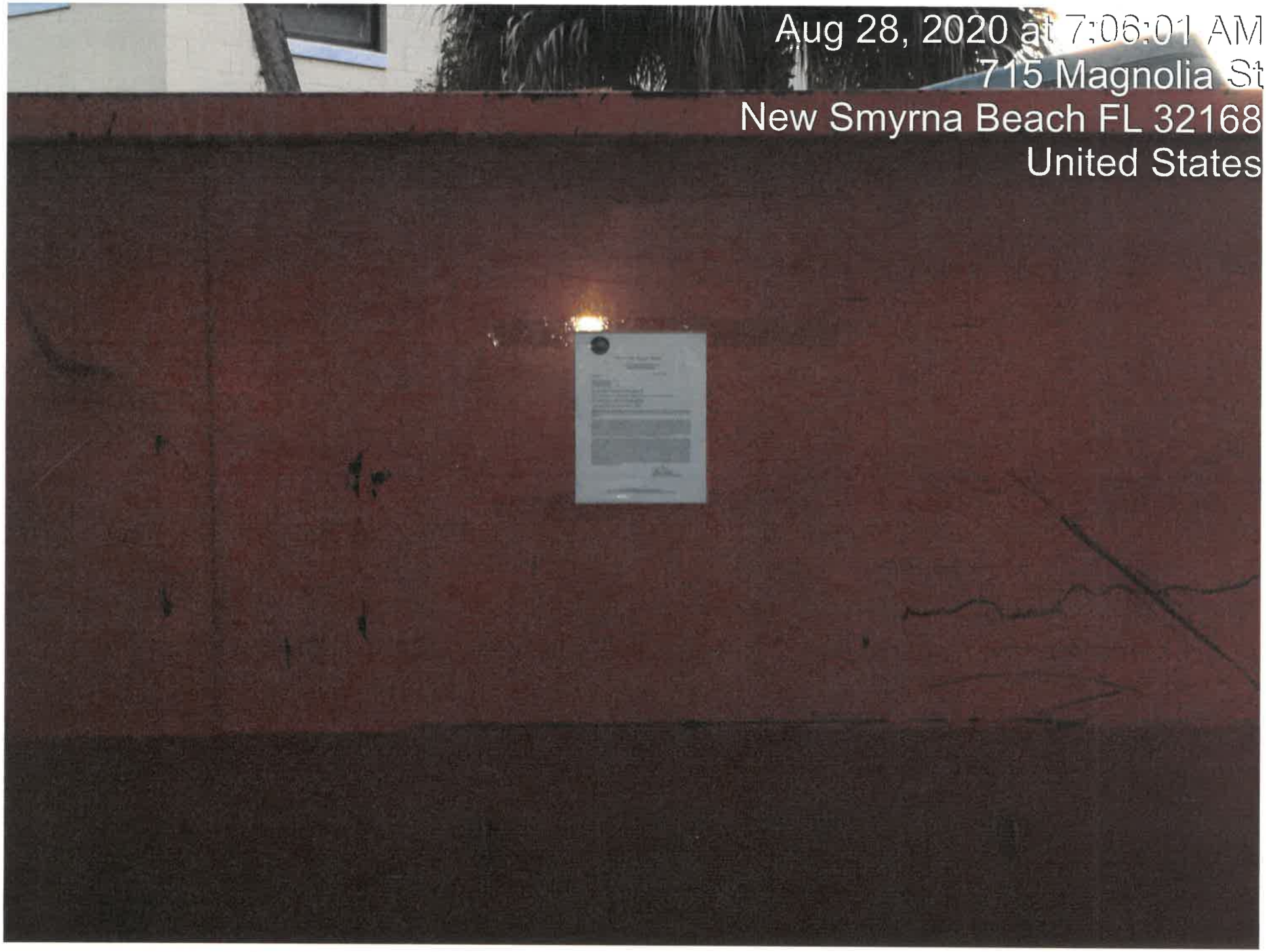
1:56

August 27
2:27 PM

Edit




Aug 28, 2020 at 7:06:28 AM
715 Magnolia St
New Smyrna Beach FL 32168
United States


Aug 28, 2020 at 7:06:01 AM
715 Magnolia St
New Smyrna Beach FL 32168
United States

Altkey: 3879481
ONE ACCORD CHRISTIAN

Parcel ID: 744138070840
715 MAGNOLIA ST , NEW SMYRNA BEACH

Parcel

Short Parcel Id	744138070840
Property Location	715 MAGNOLIA ST, NEW SMYRNA BEACH, 32168
PC Code	7100 - CHURCHES
Total Bldgs	1
Neighborhood	7468 - NSB- CENTRAL BUS DISTR
Business Name	
Homestead Property	No

Primary Owner

Owner	ONE ACCORD CHRISTIAN MINISTRIES INC
In Care Of	
Mailing Address	715 MAGNOLIA ST NEW SMYRNA BEACH FL 32168 Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	ONE ACCORD CHRISTIAN	MINISTRIES INC	100	O - O

Legal

Millage Group	601-NEW SMYRNA BEACH
Legal Description	S 1/2 OF LOT 83 & LOT 84 BLK 7 ANDREWS NEW SMYRNA PER OR 5032 PG 3971 PER OR 5999 PGS 4349-4350
Map TWP-RNG-SEC	17 - 34 - 41
Subdivision-Block-Lot	38 - 07 - 0840
Date Created	06-JAN-82
Year Annexed	

Special Assessment

Project #	Description	Units	Rate	Amount
6012	NSB STORMWATER	1.00	$92.00	$92.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5999 / 4349	WD-WARRANTY DEED	2007024901	01/30/2007	I	$275,000
5032 / 3971	WD-WARRANTY DEED	2003056990	03/15/2003	I	$200,000
4997 / 4510	WD-WARRANTY DEED	2003007496	01/15/2003	I	$140,000
4239 / 0842	WD-WARRANTY DEED	1997162894	09/15/1997	I	$130,000

City of New Smyrna Beach

CODE ENFORCEMENT
NOTICE OF VIOLATION

Case No: 19607

9/1/2020 **Second Violation Notice**

One Accord Christian Church
715 Magnolia Street
New Smyrna Beach, FL 32168

You are hereby notified that you are in violation of:

Code of Ordinances, City of New Smyrna Beach, Sec. 66-111. Franchise Requirements

This violation is occurring on the following property:

715 Magnolia Street New Smyrna Beach, FL 32168

DESCRIPTION OF VIOLATION: Providing construction and demolition debris removal services without meeting the Franchise Requirements per City of New Smyrna Beach City Ordinance and Florida State Statutes.

This construction & demolition roll-off/container is being used in violation of New Smyrna Beach Code Section 66-111, "Franchise Requirement," which provides that "no person shall provide construction and demolition debris-removal services, as defined by F.S. § 403.703, as amended, in the city without being awarded a nonexclusive right and franchise by the city commission to provide such services within the city." Failure to remove this roll-off/container within 24 hours of the posting of this notice shall result in the imposition of a fine in the amount of $500 and the roll-off/container shall be seized and impounded by the City's solid waste compliance officer, subject to the terms of Code Section 66-112(d).

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Signature: Ami Blakely
Solid Waste Compliance Officer

City of New Smyrna Beach

CODE ENFORCEMENT

DONE AND ORDERED this 1st day of September 2020, at City Hall, City of New Smyrna Beach, Florida.

Signature: Ami Blakely
Title: Solid Waste Compliance Officer

CERTIFICATE OF SERVICE

The undersigned Official hereby certifies that the foregoing **Notice of Violation** was posted on September 1, 2020 on the party(ies) described above by leaving the notice at the usual place of violation site/residence/business or, by U.S. Certified Mail, Return Receipt Requested, in accordance with Section 162.12(1), Fla. Stat.

Form of service: U.S. Certified Mail, Return Receipt Requested
Return Receipt:

91 7199 9991 7037 0581 7903

Signature: Ami Blakely
Solid Waste Compliance Officer

CC: Amy Blakely, Solid Waste Compliance

Please contact the Maintenance Operations Office if you have any questions regarding this notice or if you feel that your property is not in violation of the City Code Ordinance.

Ami Blakely: 386-424-2207 Email: ablakely@cityofnsb.com

ALERT: STAY UPDATED ON POST OFFICE CLOSURES AND SERVICE DISRUPTIONS ...

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 9171999991703705817903

Remove ×

Your item arrived at our USPS facility in FORT MYERS FL DISTRIBUTION CENTER on September 18, 2020 at 9:52 am. The item is currently in transit to the destination.

Feedback

In-Transit

September 18, 2020 at 9:52 am
Arrived at USPS Regional Facility
FORT MYERS FL DISTRIBUTION CENTER

Get Updates ∨

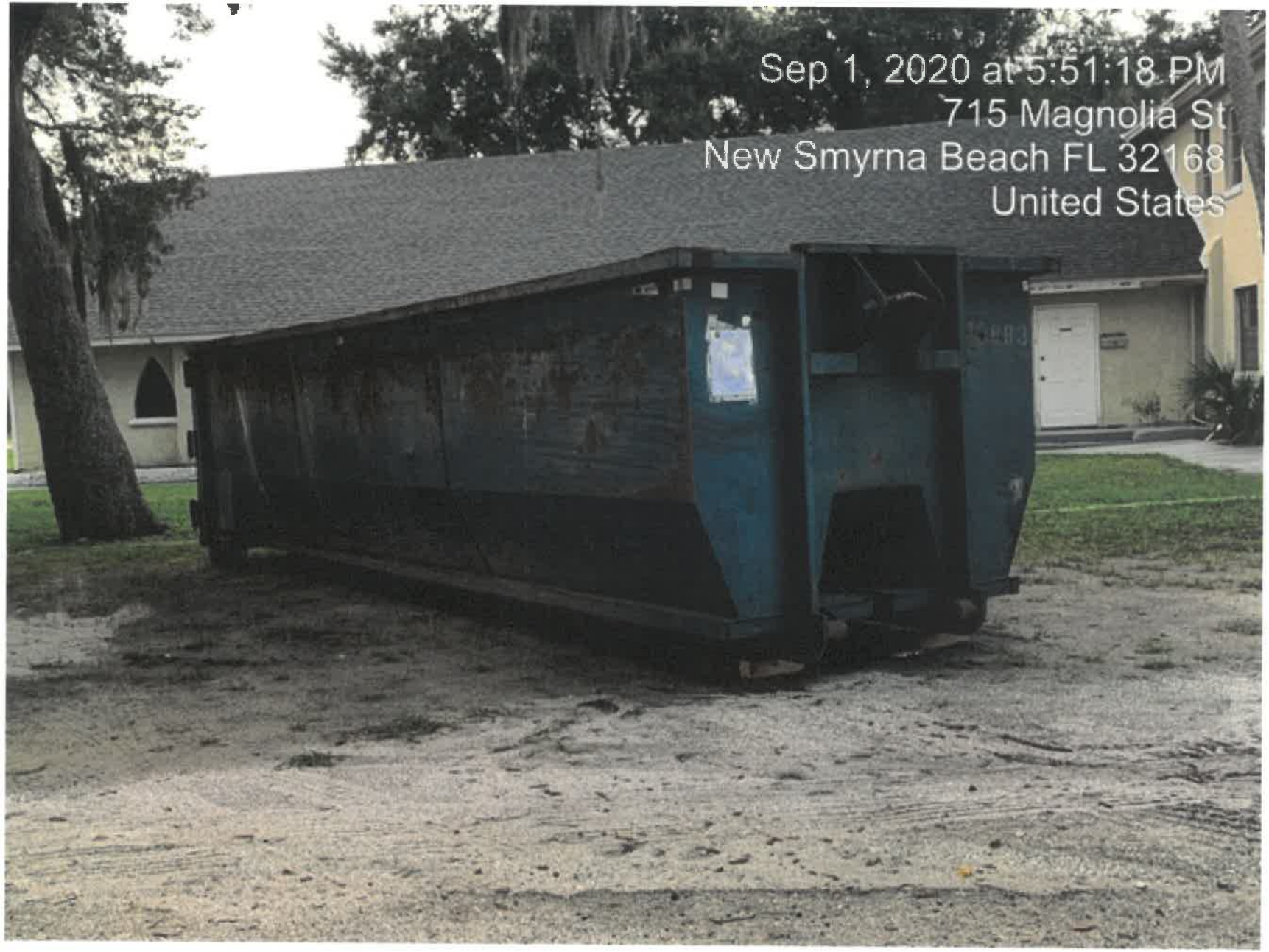
Text & Email Updates ∨

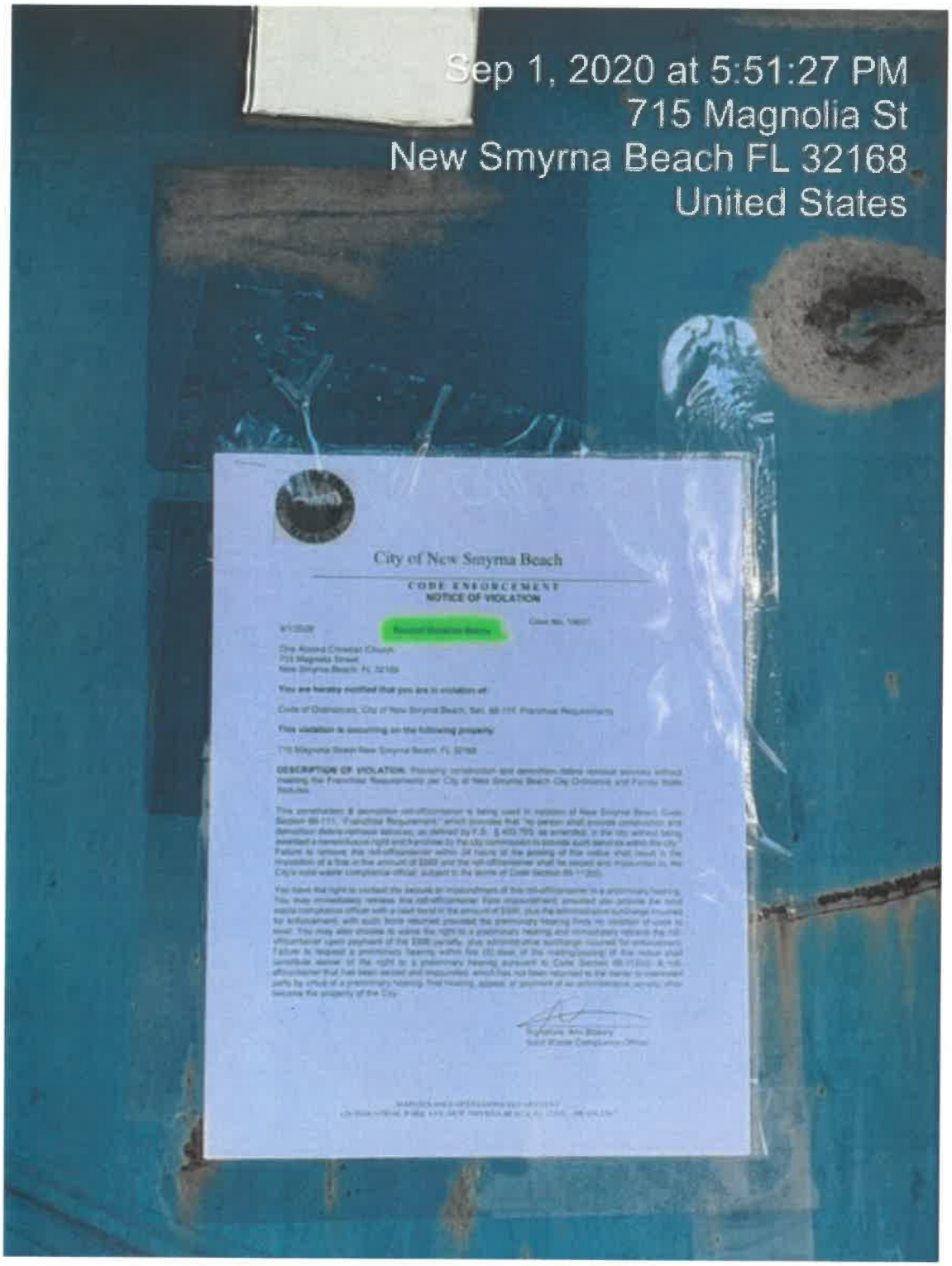
Return Receipt Electronic ∨

Tracking History ∨

Product Information ∨

See Less ∧


Sep 1, 2020 at 5:51:18 PM
715 Magnolia St
New Smyrna Beach FL 32168
United States


Sep 1, 2020 at 5:51:27 PM
715 Magnolia St
New Smyrna Beach FL 32168
United States
City of New Smyrna Beach
CODE ENFORCEMENT
NOTICE OF VIOLATION

3rd Repeat Violation 715 Magnolia Street 9/16/2020



Precision Containers

Current Active Violation Sites

9/22/20 – Precision Violation Can

715 Magnolia St.



9/22/20 – Precision Violation Can

104 Ocean Drive



9/22/20 – Precision Violation Can

1650 Live Oak St.



9/22/20 – Precision Violation Can

Corner Faulkner & Washington



9/22/20 – Precision Violation Can

Corner Faulkner & Washington



9/22/20 – Precision Violation Can 1248 Turnbull Bay Rd.



9/22/20 – Precision Violation Can

121 Flagler Ave.



ORDINANCE NO. 108-20

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH, GRANTING A NON-EXCLUSIVE FRANCHISE TO PRECISION CONTAINERS AND CLEAN UP, LLC, TO PROVIDE CONSTRUCTION AND DEMOLITION DEBRIS REMOVAL SERVICES WITHIN THE CITY OF NEW SMYRNA BEACH; OUTLINING FRANCHISEE'S DUTIES; PROVIDING TERMS AND CONDITIONS UNDER WHICH SUCH FRANCHISE SHALL OPERATE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is an immediate and continuing need for the collection and disposal of construction and demolition debris from organizations, firms or entities (Service) within the City of New Smyrna Beach (City) with the use of "roll-off" containers; and

WHEREAS, Precision Containers and Clean Up, LLC, a Florida limited liability company (Franchisee), represents that it has the necessary equipment, personnel and experience to properly perform the Service; and

WHEREAS, the City Commission deems that it is in the best interest of the citizens of New Smyrna Beach to award Precision Containers and Clean Up, LLC, a nonexclusive right and franchise to provide the Service within the City limits upon the terms and conditions recited below.

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

SECTION 1: ***Award of Non-exclusive Franchise.*** The City of New Smyrna Beach hereby awards Precision Containers and Clean Up, LLC, a nonexclusive right and franchise to provide roll-off service within the City limits upon the terms and conditions recited below. ***This Franchise shall not become effective until this ordinance and franchise agreement is accepted in writing by Precision Containers and Clean Up, LLC.***

SECTION 2: ***Definitions.***

A. *Construction and demolition debris* shall have the same definition and meaning as defined in §403.703, F.S. (2019).

B. *Service* encompasses the use of "roll-on" and "roll-off" containers (Containers) as used with mechanical pickup or compaction devices, or both of these devices.

C. *Containers* means either open-top/scow-type used only for non-putrescible materials, or enclosed containers such as the kind typically used with compaction devices, of ten (10) cubic yards capacity or larger.

SECTION 3: ***Franchisee's Authority.***

A. Franchisee is hereby empowered and authorized to provide roll-off service. Franchisee will either furnish all necessary trucks and other equipment to perform such services, or will contract with other persons or companies duly licensed or franchised by the City for the furnishing of trucks and equipment, provided, however, that at all times the trucks and equipment shall comply with the requirements provided herein for equipment owned and operated by Franchisee.

B. Franchisee may contract to provide the Service (Contract) with any person, organization, firm or entity (Entities) within the City, if such Entities have first requested the Service. Such contracts where containers are placed on public property must be approved by the Maintenance Operations Director or his designee prior to or within one (1) week (7 calendar days) of the placement of the Container for Service. For each Container placed on public property for service without a contract having been submitted to the Maintenance Operations Director by Franchisee, a thirty dollar ($30.00) inspection and administration late fee shall be paid by Franchisee to the City. The Contract shall not exceed the term of the Franchise.

Franchisee agrees to provide the Maintenance Operations Director with the location of its Containers and the name and address of and number of pickups to be made for each of the Entities. Franchisee also recognizes that any contract between Franchisee and the Entities has no effect whatsoever upon the City's decision to grant the Franchise, or any renewal decision made thereafter. If the Maintenance Operations Director disapproves a contract for containers placed on public property and the subject Container remains in service more than forty-eight (48) hours after telephone or written notice by the City to Franchisee to remove the Container, or if any Container should remain in service at any location more than forty-eight (48) hours after telephone or written notice from the City to Franchisee to remove the Container, then, in either or both cases, Franchisee shall pay the City fifty dollars ($50.00) per day until the Container is removed.

C. Franchisee shall provide the equipment and frequency of service as needed by the Entities and as approved by the Maintenance Operations Director.

D. All lease or purchase arrangements for compaction equipment and for maintenance or service charges for the Containers agreed upon between Franchisee and the Entities shall be set forth in the Contract between Franchisee and the Entities, and approved by the Maintenance Operations Director pursuant to this section.

SECTION 4: ***Payments.***

A. Franchisee shall pay the City twenty dollars ($20.00) for each Container pickup. The charge shall be paid monthly and shall be based upon the number of Container pickups by Franchisee from the Entities during the preceding month.

B. Franchisee shall furnish the Maintenance Operations Director with an original and one (1) copy of an annual report on or before the forty-fifth (45th) day following Franchisee's fiscal year end. The report date shall be submitted to the Maintenance Operations Director on the date of Franchisee's acceptance of this Franchise, and the report shall be prepared in accordance with generally-accepted auditing standards. The report shall reflect the accuracy of Franchisee's payments to the City as defined in this ordinance, and shall ensure and include, but not be limited to, the following:

(1) all City accounts are properly coded to reflect charges accrued to the City;
(2) the number of City-related Container pickups are correctly reported to the City;
(3) all City payments are correctly computed and remitted to the City on a timely basis, or the interest-payment provision of Subsection C, below, shall apply.

During the term of this Franchise and its renewal, Franchisee shall make its records available to the City at all reasonable times. Failure to furnish the City with the report shall be considered a material breach of this Franchise, and the City shall be entitled to terminate this Franchise and to collect any damages resulting therefrom.

C. Franchisee shall have the sole responsibility for the billing and collection of all charges described herein. Billings shall be monthly and payable on or before the fifteenth (15th) day of the succeeding month. In the event bills are not paid within this time, Franchisee shall have the right (provided that Franchisee may otherwise legally do so) to discontinue all Services for nonpayment.

All statements of fees and charges by Franchisee, and the remittance thereof, shall be submitted to the City Finance Director on or before the fifteenth (15th) day following Franchi-

see's fiscal month end. These statements shall specify the previous month's account activities as specified herein, and shall include account names, account numbers, the number of Container pickups during the month, and all discontinued accounts. Failure to submit any remittance specified or referred to in this section on or before the fifteenth (15th) day of each month as required shall result in a liability for interest at the rate of one percent (1%) per month. Failure to submit any statement shall be considered a breach of this Franchise and shall allow the City to terminate the Franchise as may be further provided in Section 10 below.

SECTION 5: *Term.*

A. The term of this Franchise shall commence on the date of adoption of this ordinance and end three (3) years upon approval of both parties after adoption of this ordinance. An acceptance of the provisions, conditions and stipulations of this Franchise shall: (1) be in writing; (2) contain Franchisee's local address; and (3) be filed with the City Clerk within fifteen (15) days of the adoption of this Franchise.

B. The term may be extended for an additional one (1) year, upon approval of both parties, by written notice not less than thirty (30) days prior to the expiration of the current term.

SECTION 6: *Default.* In the event Franchisee fails to provide adequate Services to the Entities by reason of any (1) unknown emergency, catastrophe, natural disaster, war, labor strike, act of God, or similar event; (2) breach of contract; or (3) negligent failure to adequately perform the duties and obligations of this ordinance (as determined solely by the City), the City may, at its sole option, terminate this Franchise (Option I), or take over the roll-off services (Option II), or both of these options. In the event the City chooses Option II, it shall receive all charge amounts regardless of the amounts normally retained by Franchisee.

SECTION 7: *Default by Other Franchisees.* In the event that other Franchisees default or otherwise fail to provide adequate Services (in the sole determination of the City), and the City chooses Option II as provided in Section 6 above, Franchisee agrees, if requested by the City, to provide the Services or temporary Services, or both of these types of Service, if Franchisee may reasonably do so, given: (1) Franchisee's equipment and schedule; and (2) that a reasonable price can be determined by Franchisee, the City and the entity for the Service's undertaking and completion.

SECTION 8: *Liability.*

A. The privileges herein are granted upon the express condition that Franchisee shall be liable for all damages and injuries to persons and property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the Services during the term

of this Franchise. Should the City be sued therefrom, Franchisee shall be notified of and have the duty to defend such suit, provided, however, that the City has the sole option (Option III) to defend itself or to hire independent counsel, and thereafter to tax all such defense costs and fees to Franchisee. Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees on appeal.

B. The attorneys chosen by Franchisee to represent the City in any suit concerning matters included within this section shall be approved by the City unless the City chooses to represent itself as defined above. Franchisee shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and costs of actions (including costs and attorney's fees, and costs and attorney's fees on appeal), of any kind or nature, arising out of, resulting from, or in any way connected with Franchisee's activities permitted under this Franchise.

C. Franchisee further agrees to purchase public liability and property damage insurance in the amount of $1,000,000 (per accident, public liability), and $250,000 (property damage), and naming the City as an additional insured under the policy. The policy must provide that the City shall be given thirty (30) days' written notice prior to cancellation or modification, and a copy of the policy (or a certificate of insurance) shall be filed with the City Clerk on or before the effective date of this Franchise and on or before the effective date of each policy renewal period.

SECTION 9: ***Licenses.*** Franchisee shall, at its sole expense, procure from all local, state and federal governmental and agency authorities (having jurisdiction over the operations of Franchisee) all licenses, certificates, permits or other authorizations which may be necessary for the conduct of Franchisee's operations. Franchisee shall pay all taxes, and license, certification, permit and examination fees, and all excises which may be assessed, levied, exacted or imposed upon its property, operations, gross receipts, or all or any combination of these assets, and upon this Franchise and the rights and privileges granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

SECTION 10: ***Termination.*** The privileges granted herein to the Franchisee may be terminated by the City prior to the expiration of the term if any one (1) or more of the following events occur:

A. Franchisee fails: (1) to pay the sums, fees or charges due to the City in a timely manner (Failure I); or (2) Franchisee fails to keep, perform or observe each and every other promise, covenant, and condition designated to it under this ordinance (Failure II). In the event of a Failure II, the Maintenance Operations Director shall notify Franchisee in writing of such

failure, and Franchisee shall have thirty (30) days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the Maintenance Operations Director's satisfaction within the period, the Maintenance Operations Director shall give written notice to Franchisee that the privileges granted herein are terminated as of the date of such notice.

B. If and when Franchisee shall liquidate, dissolve or sell substantially all of its assets.

C. If and when there is a transfer of fifty percent (50%) or more of Franchisee's voting stock which results in a change in Franchisee's control.

D. If and when Franchisee becomes insolvent, or makes a general assignment for the benefit of its creditors, or if an action or petition is filed by or against Franchisee under any part of the Federal Bankruptcy Act or other law relating to the alleged insolvency of Franchisee, and such action or petition is not dismissed within thirty (30) days of the date of its filing.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the Franchisee to the City accruing thereby, and any liability of Franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City without further notice.

SECTION 11: ***Notices.*** All notices herein required to be given by the City to Franchisee, except where specifically provided otherwise, may be effected either by hand delivery to any Franchisee employee, or by United States mail (postage prepaid), addressed to Franchisee at its last-known business address. All notices required to be given to the City shall be given to both the Maintenance Operations Director and the City Clerk either by hand delivery or by United States mail (postage prepaid), addressed to the Maintenance Operations Director, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168, and the City Clerk, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, Florida 32168.

SECTION 12: ***Remedies, Attorney's Fees and Costs.*** All remedies provided in this Franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay the City's costs, and any and all attorney's fees thereafter charged to the City.

SECTION 13: ***Equipment.***

A. Franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of this Franchise, to insure that Franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities and conditions required under this ordinance.

B. All trucks utilized by Franchisee and all Containers owned or leased by Franchisee shall be prominently identified on both the left and right sides with Franchisee's name in letters not less than six inches (6") in height, and Franchisee's business telephone number in numbers not less than three inches (3") in height, either painted on or attached by signs to such trucks and Containers.

C. All of Franchisee's trucks, containers and equipment shall conform to all City safety and sanitation requirements for refuse-collection vehicles, and the equipment must be approved by the Maintenance Operations Director. Franchisee specifically agrees that the Maintenance Operations Director shall have the right to inspect the trucks or the equipment, or both of these items, at all reasonable times and after having endeavored to give reasonable written or oral notice that such an inspection shall take place.

SECTION 14: ***Nonassignability.*** This Franchise shall not be assignable by Franchisee without the prior written consent of the City Commission as evidenced by an ordinance authorizing and approving such an assignment.

SECTION 15: ***Effective Area.*** This Franchise shall be effective within the City's corporate limits as they may from time to time exist.

SECTION 16: ***Hours of Operation***. The hours of operation for the Franchise shall be weekdays and Saturdays from 7:00 a.m. to 7:00 p.m. The Franchise shall not provide Service on Sundays.

SECTION 17: ***Headings.*** The paragraph headings of this Franchise are for purposes of convenience only, and shall not be deemed to expand or limit the provisions contained in such paragraphs or sections.

SECTION 18: ***Warranty of Franchisee.*** Franchisee represents and warrants to the City that no appointed or elected City official, officer, employee or agent has any interest, either directly or indirectly, in the business of Franchisee to be conducted herein.

SECTION 19: ***Noncompliance.*** If Franchisee shall at any time fail to comply with any of the provisions of this Franchise (unless such failure is beyond Franchisee's control because of matters deemed to be an act of God), the City, after thirty (30) days' written notice to Franchisee, may revoke this Franchise and render it void and of no further effect.

SECTION 20: ***Amendment.*** The City reserves the right to amend this Franchise at any time, and in any manner that the City deems necessary for the health, safety or welfare of the public. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing Franchisee's operations herein, including, but not limited to, hours and frequency of Container pickup. These rules may be issued through the Maintenance Operations Director, the City Manager or his/her designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this ordinance being an approval that the regulations should be so issued.

SECTION 21: ***Public Hearing.*** That a public hearing considering the adoption of this ordinance held November 17, 2020, in the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice published, is found to comply with §166.041(3)(a), Fla. Stat.

SECTION 22: ***Severability.*** If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 23: ***Conflicting Ordinances.*** Any ordinances that are in conflict with this ordinance are hereby rescinded and repealed.

SECTION 24: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

s/ CARRIE AVALLONE
City Attorney

DATE: November 9, 2020

ACCEPTANCE BY FRANCHISEE

The foregoing Ordinance No. 108-20 and the Franchise provided for therein, and all the additional and amended terms thereof, are hereby accepted, approved and agreed to this _____ day of _____, 2020.

PRECISION CONTAINERS AND CLEAN UP, LLC
A Florida Limited Liability Company

By:
_____
Printed Name: _____
Title: _____

ATTEST:

_____
Printed Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ and _____, as _____ and _____ respectively, of PRECISION CONTAINERS AND CLEAN UP, LLC, a Florida limited liability company, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

_____
(Notary Seal or Stamp) Notary Public

THE CITY OF NEW SMYRNA BEACH - PLANNING & ZONING

ORDINANCE NO. 110-20: CONDUCT THE FIRST READING OF AN ORDINANCE, WHICH IF APPROVED, WOULD AMEND THE LAND DEVELOPMENT REGULATIONS TO RELOCATE THE COASTAL CONSTRUCTION SETBACK LINE FOR THE PROPERTY LOCATED AT 1667 NORTH ATLANTIC AVENUE.

November 17, 2020

Background:

Applicant: Mark Davis, 4626 Cow Creek Road, Edgewater, FL 32141

Property Owner: CKC Properties, LLC 5200 Buffington Road, Atlanta, GA 30349

Request: Approval of an amendment to the City's Land Development Regulations to shift the City's Coastal Construction Setback Line (CCSL) approximately 16.6 feet east at 1667 North Atlantic Avenue.

Site Information: The subject property consists of approximately 0.24 acres, is zoned R-1, Single-Family Residential, and is located one parcel south of the eastern terminus of Cortez Street, on the east side of North Atlantic Avenue

Tax I.D. Number: 7404-08-09-0290

Findings:

Exhibits

Exhibit A - Location Map
Exhibit B - Aerial Map
Exhibit C - Site Photos
Exhibit D - Current CCSL Zoning Text
Exhibit E - Proposed CCSL Zoning Text

Exhibit F - Survey of 1667 North Atlantic Avenue

This application is a request to relocate the City's CCSL line 17.16-feet east from its current location along the south property line, and 15.96-feet east from its current location along the north property line at 1667 North Atlantic Avenue. The back of the existing house is approximately two feet from the CCSL. Photos of the rear yard are included as **Exhibit C**. A depiction of the current and proposed CCSL is included as **Exhibit F.**

The intent of the CCSL is to require increased protection and stabilization of the dune system, to protect upland structures, and to preserve and maintain public beach access. The rationale is based on the severe fluctuations caused by storm systems and based on first-hand local experiences of the witnessed effects of major storm systems on properties adjacent to or near the ocean. The City's CCSL line was drawn to be 50-feet inland of the State Department of Natural Resources' 1973 Coastal Construction Control Line (CCCL). The location of the City's CCSL line is such that it does not appear as if the locations of existing structures were taken into consideration, as the line runs through many ocean-front buildings.

On June 10, 2008, the City Commission approved Ordinance 41-08, which prohibits structures such as porches, decks, pools, shuffleboard courts and patios from being constructed east of the CCSL. Only sea walls and dune walkovers are allowed, subject to City Commission approval. Construction of habitable portions of any structure has always been prohibited east of the CCSL. Prior to the passage of the ordinance, property owners could apply to allow amenities such as pools, pool decks, and other non-habitable structures east of the CCSL.

Immediately to the south of the subject parcel, a CCSL request was approved in 2001 that allowed a seawall, fence, and wooden walkway to be built east of the CCSL. The next property to the south, 1659 N. Atlantic Avenue, has improvements east of the CCSL as well. However, based on a survey on file, the improvements at 1659 N. Atlantic have been there since at least 1989. In 2007, the third property to the south received approval from the City Commission to allow construction of a deck 23.35-feet east of the CCSL.

The passage of Ordinance 41-08 resulted in the following changes to Section 703.02.B., included below.

The following structures are prohibited seaward of the City's CCSL on properties proposed for new development:

(1) Any portion of a principal building, whether habitable or non-habitable, including but not limited to porches, balconies, roof overhangs and other projections from the building.

(2) Any accessory structure, except dune walkovers, fences, and seawalls.

(3) Any hardscape features including, but not limited to pavers, planters and playground equipment. Dune enhancement projects and soft erosion control techniques shall be exempt from the prohibition.

In the City's LDR, seaward is defined as that area of land between the city's CCSL and the Atlantic Ocean.

Per the applicant, their intent is to construct a pool in the rear yard if this Zoning Text Amendment is approved. As can be seen in Exhibit C, there is yard space available for a pool without encroaching into the dune system, while meeting the setback requirements. The large plant in the rear yard is a Brazilian Pepper plant, which is a Category I Invasive Species. Not only are the Brazilian Pepper plants right along the edge of the dune, but they extend well into the dunes, and are along the northern property line. If not removed, these plants will continue to spread throughout the dune system and in the general area. While the City cannot require Brazilian Pepper plants to be removed, it would be in the best interest of the dune system and the beach side in general if they were eradicated. However, this should be done in coordination with the Florida Fish and Wildlife Commission, as it is possible gopher tortoise burrows might be affected.

The location of the CCSL varies throughout the City. Since 2004, the CCSL has been relocated for the following lots in New Smyrna Beach:

- 807 North Atlantic Avenue (2004)
- 905 North Atlantic Avenue (2010)
- 805 North Atlantic Avenue (2011)
- 801 North Atlantic Avenue (2016)
- 941 North Atlantic Avenue (2017)

In 2018, the City contracted with Dredging and Marine Consultants (DMC) to review the City's CCSL in relation to the CCCL between Crawford Road and Sapphire Road. The recommendation from the report was that the City should use the CCCL determined by the FDEP in 1991 instead of the NSB CCSL that is offset 50-feet west of the DNR CCCL (1973), to enforce the City's coastal regulations. That recommendation has not been implemented, and is planned for further discussion at an upcoming City Commission workshop.

A shift in the CCSL would allow property owners to not only build accessory structures east of the former CCSL line, but habitable portions of a house as well, as long as the applicable building setbacks are met.

One of the goals in the City's Coastal Management Element in the Comprehensive Plan is to "protect, enhance and restore the functioning of the dune systems, and prohibit development activities that would damage or destroy such systems." The proposed text amendment is not consistent with this goal in the Comprehensive Plan.

Staff generally does not support the relocation of the CCSL line for individual lots. Overall adjustments to the CCSL line on a regional basis, based on an engineering and environmental analysis, is the preferred method to implement any changes to the CCSL. Moving the CCSL line on a case-by-case basis is not recommended, as it leaves it subject to interpretation at the time of application, and it creates a precedent that makes future

decisions more difficult.

The Planning & Zoning Board considered this application at their September 14, 2020 meeting and voted 1-5 to recommend the City Commission **deny** the request.

Recommendation
Staff recommends the City Commission **deny** the proposed CCSL text amendment.

Fiscal Analysis:
N/A

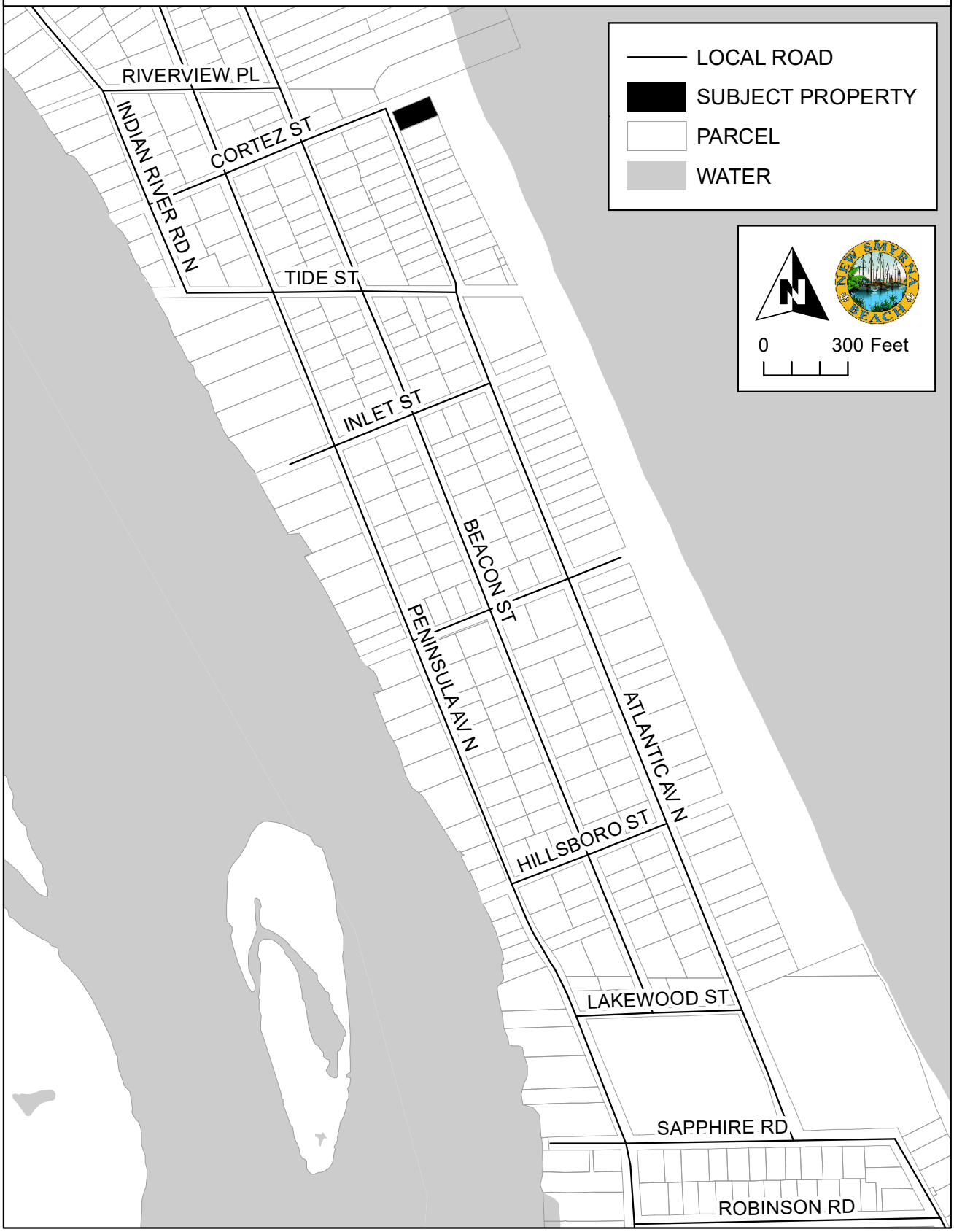
Strategic Plan Item:
No

Staff Report Created By: Jake Baker - Planner I

Attachments:

Ex A ZT-7-20 Location Map.pdf
Ex B Aerial Map.pdf
Ex C Site Photos.pdf
Ex D Current CCSL Text.pdf
Ex E Proposed Text Language For New CCSL.pdf
Ex F Survey.pdf
Ord 110-20 CCSL 1667 N Atlantic Ave.pdf

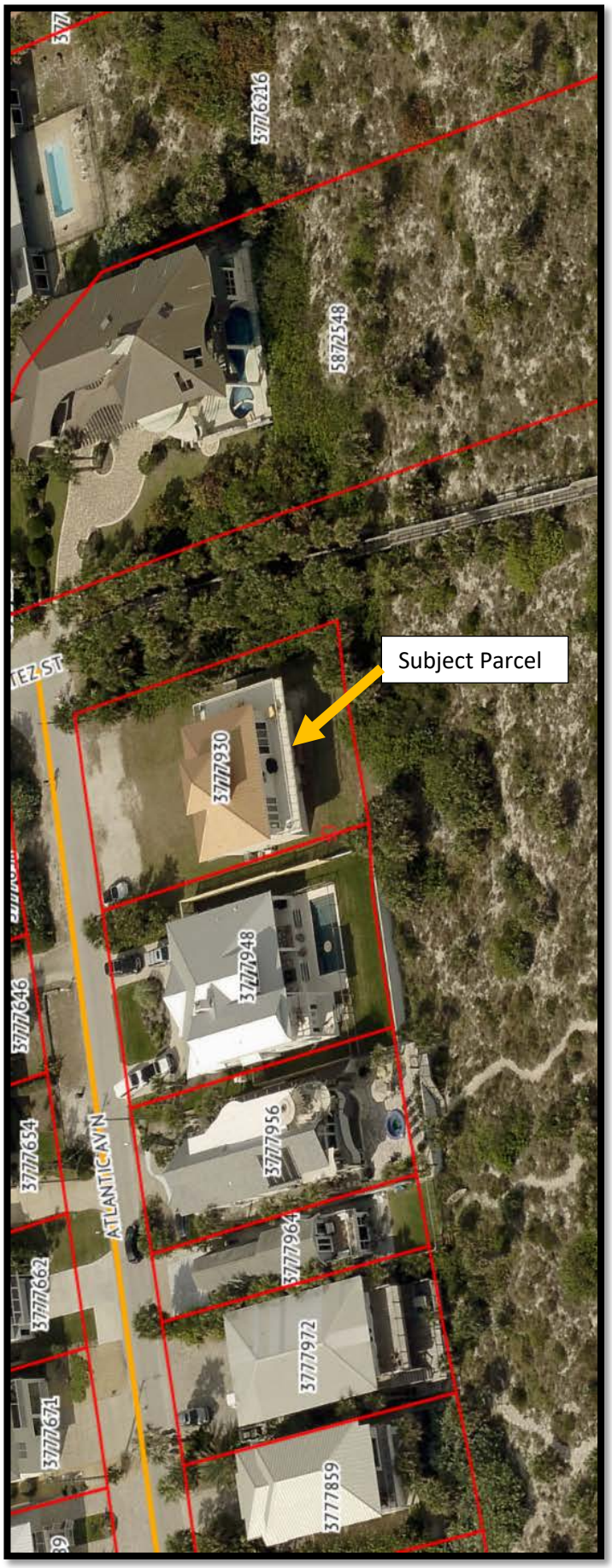
ZT-7-20: 1667 N. ATLANTIC AVENUE
PARCEL: 7404-08-09-0290 LOCATION MAP



ZT-7-20: 1667 N. ATLANTIC AVENUE
PARCEL: 7404-08-09-0290 AERIAL MAP



Exhibit C


Subject Parcel
3776216
5872548
3777930
3777948
3777646
3777956
3777654
3777964
3777662
3777972
3777671
3777859
ATLANTIC AV N


Looking south in rear yard


From the public dune walkover
Come Back Soon!

Exhibit D

703.02. *Development east of the city construction setback line.*

A. *Location of city's Coastal Construction Setback Line.*

(1) Between the north corporate limit and the centerline of Crawford Road, the city's Coastal Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. The city's Coastal Construction Setback Line (CCSL) shall move eastward of Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: from a Point of Beginning, commence at the intersection of the southwesterly prolongation of the northwesterly line of Lot 4, Block 5, Boardwalk Subdivision, Coronado Beach, according to the map or plat thereof as recorded in Plat Book 8, Page 114, Public Records of Volusia County, Florida and the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia County, Florida; thence northeasterly along said prolongation of said northwesterly line, a distance of 61.61 feet; thence southerly, a distance of 50.26 feet to a point on the southeasterly line of said Lot 4, said point being 46.74 feet from the monumented southwesterly corner of said Lot 4 as measured along the southeasterly line of said Lot 4; thence southwesterly, a distance of 57.20 feet and along said southeasterly line of Lot 4 to said Department of Natural Resources Coastal Construction Setback Line for the Point of Termination.

ii. The city's Coastal Construction Setback Line (CCSL) shall move eastward of the Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: From the Point of Beginning, commence at the intersection of the westerly prolongation of the northerly line of Lot 10, Block 5, Map of "The Boardwalk" Subdivision, according to the map or plat thereof, as recorded in Map Book 8, Page 114, of the Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/01, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the Department of Natural Resources Coastal Construction Setback Line as

recorded in Map Book 30, Page 19, Public Records of Volusia county, Florida; thence North 63° 27' 59" East, along said westerly prolongation of the northerly line of Lot 10 and along said northerly line of Lot 10, a distance of 148.07 feet; thence South 26° 18' 57" East, a distance of 50.00 feet to the southerly line of said Lot 10; thence South 63° 27' 59" West, along said southerly line of Lot 10 and its westerly prolongation, a distance of 147.04 feet to said New Smyrna Beach Coastal Construction Setback Line for the Point of Termination.

iii. For a Point of Beginning, commence at the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and the westerly prolongation of the southerly line of Lot 3, Block 5, Map of Resubdivision of "The Boardwalk" Subdivision, according to the plat thereof as recorded in Map Book 8, Page 114 of the Public Records of Volusia County, Florida; thence North 63° 27' 59" East, along said westerly prolongation and along said southerly line of Lot 3, a distance of 101.37 feet; thence North 22° 29' 04" West, a distance of 50.04 feet to the northerly line of said Lot 3; thence South 63° 27' 59" West, along said northerly line of Lot 3 and along the westerly prolongation of said northerly line of Lot 3, a distance of 105.75 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

iv. Commence at the Northwest corner of Lot 5, Block 2, Colin Park, according to the plat thereof, as recorded in Map Book 1, Page 83, of the Public Records of Volusia County, Florida; thence N 68°21’16” E along the Northerly line of said Lot 5, a distance of 148.68 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue N 68°21’16” E along the Northerly line of said Lot 5, a distance of 51.84 feet to the Easterly line of said Lot 5; thence S 21°48’41” E along the easterly line of said Lot 5, a distance of 49.95 feet to the Southerly line of said Lot 5; thence S 68°21’16” W along the Southerly line of said Lot 5, a distance of 51.06 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Termination.

v. Commence at the intersection of the westerly prolongation of the northerly line of Lot 2, Block 5, Map of "The Boardwalk" Subdivision, according to the map or plat thereof, as recorded in Map Book 8, Page 114 of the Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/01, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia County, Florida; thence North 63°27'59" East, along said westerly prolongation of the northerly line of Lot 2 and along said northerly line of Lot 2, a distance of 101.37 feet to a point on the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 20-11, dated 03/29/2011, and for the Point of Beginning; thence continue North 63°27'59" East, along said northerly line of Lot 2, a distance of 16.83 feet; thence South 26°07'22" East, a distance of 100.74 feet to the southerly line of Lot 1, Block 5, said Map of "The Boardwalk" subdivision; thence South 88°59'59" West, along said southerly line of Lot 1, a distance of 75.74 feet to the southwesterly corner of said Lot 1, thence South 62°29'59" West, to said New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01 for the Point of Termination.

(2) Between the centerline of Crawford Road and the centerline of Flagler Avenue, the city's Coastal Construction Setback Line (CCSL) shall be the same as the Department of Environmental Protection Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. For a Point of Beginning, commence at the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and the north line of Lot 89, ASSESSOR'S SUBDIVISION OF THE ROBERT WALKER GRANT, Section 55, Township 17 South, Range 34 East, according to the map or plat thereof, recorded in Map Book 3, Page 150, of the Public Records of Volusia County, Florida; thence North 89°43'13" East, along said north line of Lot 89, a distance of 56.33 feet; thence South 00°00'00" East, a distance of 39.59 feet; thence North 90°00'00" East, a distance of 8.58 feet, thence South 49°46'53" East, a distance of 38.78 feet; thence South 18°03'13" East, a distance of 33.19 feet; thence South 00°00'00" East, a distance of 53.57 feet

to the south line of Lot 76, said Assessor's Subdivision of the Robert Walker Grant; thence South 89°43'13" West, along said south line of Lot 76, a distance of 27.53 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

(3) Between the centerline of Flagler Avenue and the south corporate limit, the City Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. For a Point of Beginning, Commence at the northwesterly corner of Lot 1, Block 1, Armstrong & Johnson Subdivision, according to the map or plat thereof, recorded in Map Book 8, Page 92 of the Public Records of Volusia County, Florida; thence North 63°23’37” East, along the northerly line of said Lot 1, a distance of 72.13 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue North 63°23’37” East, along said northerly line of Lot 1 and the easterly prolongation thereof, a distance of 92.32 feet; thence South 27°19’47” East, a distance of 49.94 feet to the easterly prolongation of the southerly line of said Lot 1; thence South 63°21’32” West, along said easterly prolongation of the southerly line of Lot 1 and along the southerly line of said Lot 1, a distance of 92.18 feet to the intersection of said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

Exhibit E

Proposed Text Language For New CCSL (underlined)

703.02. *Development east of the city construction setback line.*

A.

Location of city's Coastal Construction Setback Line.

(1) Between the north corporate limit and the centerline of Crawford Road, the city's Coastal Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. The city's Coastal Construction Setback Line (CCSL) shall move eastward of Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: from a Point of Beginning, commence at the intersection of the southwesterly prolongation of the northwesterly line of Lot 4, Block 5, Boardwalk Subdivision, Coronado Beach, according to the map or plat thereof as recorded in Plat Book 8, Page 114, Public Records of Volusia County, Florida and the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia County, Florida; thence northeasterly along said prolongation of said northwesterly line, a distance of 61.61 feet; thence southerly, a distance of 50.26 feet to a point on the southeasterly line of said Lot 4, said point being 46.74 feet from the monumented southwesterly corner of said Lot 4 as measured along the southeasterly line of said Lot 4; thence southwesterly, a distance of 57.20 feet and along said southeasterly line of Lot 4 to said Department of Natural Resources Coastal Construction Setback Line for the Point of Termination.

ii. The city's Coastal Construction Setback Line (CCSL) shall move eastward of the Department of Environmental Protection Coastal Construction Control Line (CCCL) from the Point of Beginning and Point of Termination in the following manner: From the Point of Beginning, commence at the intersection of the westerly prolongation of the northerly line of Lot 10, Block 5, Map of "The Boardwalk" Subdivision, according to the map or plat thereof, as recorded in Map Book 8, Page 114, of the Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/01, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia county, Florida; thence North 63° 27' 59" East, along said westerly prolongation of the northerly line of Lot 10 and along said northerly line of Lot 10, a distance of 148.07 feet; thence South 26° 18' 57" East, a distance of 50.00 feet to the southerly line of said Lot 10; thence South 63° 27' 59" West, along said southerly line of Lot 10 and its

westerly prolongation, a distance of 147.04 feet to said New Smyrna Beach Coastal Construction Setback Line for the Point of Termination.

iii. For a Point of Beginning, commence at the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and the westerly prolongation of the southerly line of Lot 3, Block 5, Map of Resubdivision of "The Boardwalk" Subdivision, according to the plat thereof as recorded in Map Book 8, Page 114 of the Public Records of Volusia County, Florida; thence North 63° 27' 59" East, along said westerly prolongation and along said southerly line of Lot 3, a distance of 101.37 feet; thence North 22° 29' 04" West, a distance of 50.04 feet to the northerly line of said Lot 3; thence South 63° 27' 59" West, along said northerly line of Lot 3 and along the westerly prolongation of said northerly line of Lot 3, a distance of 105.75 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

iv. Commence at the Northwest corner of Lot 5, Block 2, Colin Park, according to the plat thereof, as recorded in Map Book 1, Page 83, of the Public Records of Volusia County, Florida; thence N 68°21'16" E along the Northerly line of said Lot 5, a distance of 148.68 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue N 68°21'16" E along the Northerly line of said Lot 5, a distance of 51.84 feet to the Easterly line of said Lot 5; thence S 21°48'41" E along the easterly line of said Lot 5, a distance of 49.95 feet to the Southerly line of said Lot 5; thence S 68°21'16" W along the Southerly line of said Lot 5, a distance of 51.06 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Termination.

v. Commence at the intersection of the westerly prolongation of the northerly line of Lot 2, Block 5, Map of "The Boardwalk" Subdivision, according to the map or plat thereof, as recorded in Map Book 8, Page 114 of the Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/01, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, Page 19, Public Records of Volusia County, Florida; thence North 63°27'59" East, along said westerly prolongation of the northerly line of Lot 2 and along said northerly line of Lot 2, a distance of 101.37 feet to a point on the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 20-11, dated 03/29/2011, and for the Point of Beginning; thence continue North 63°27'59" East, along said northerly line of Lot 2, a distance of 16.83 feet; thence South 26°07'22" East, a distance of 100.74 feet to the southerly line of Lot 1, Block 5, said Map of "The Boardwalk" subdivision; thence South 88°59'59" West, along said southerly line of Lot 1, a distance of 75.74 feet to the southwesterly corner of said Lot 1, thence South 62°29'59" West, to said New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01 for the Point of Termination.

(2) Between the centerline of Crawford Road and the centerline of Flagler Avenue, the city's Coastal Construction Setback Line (CCSL) shall be the same as the Department of Environmental Protection Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

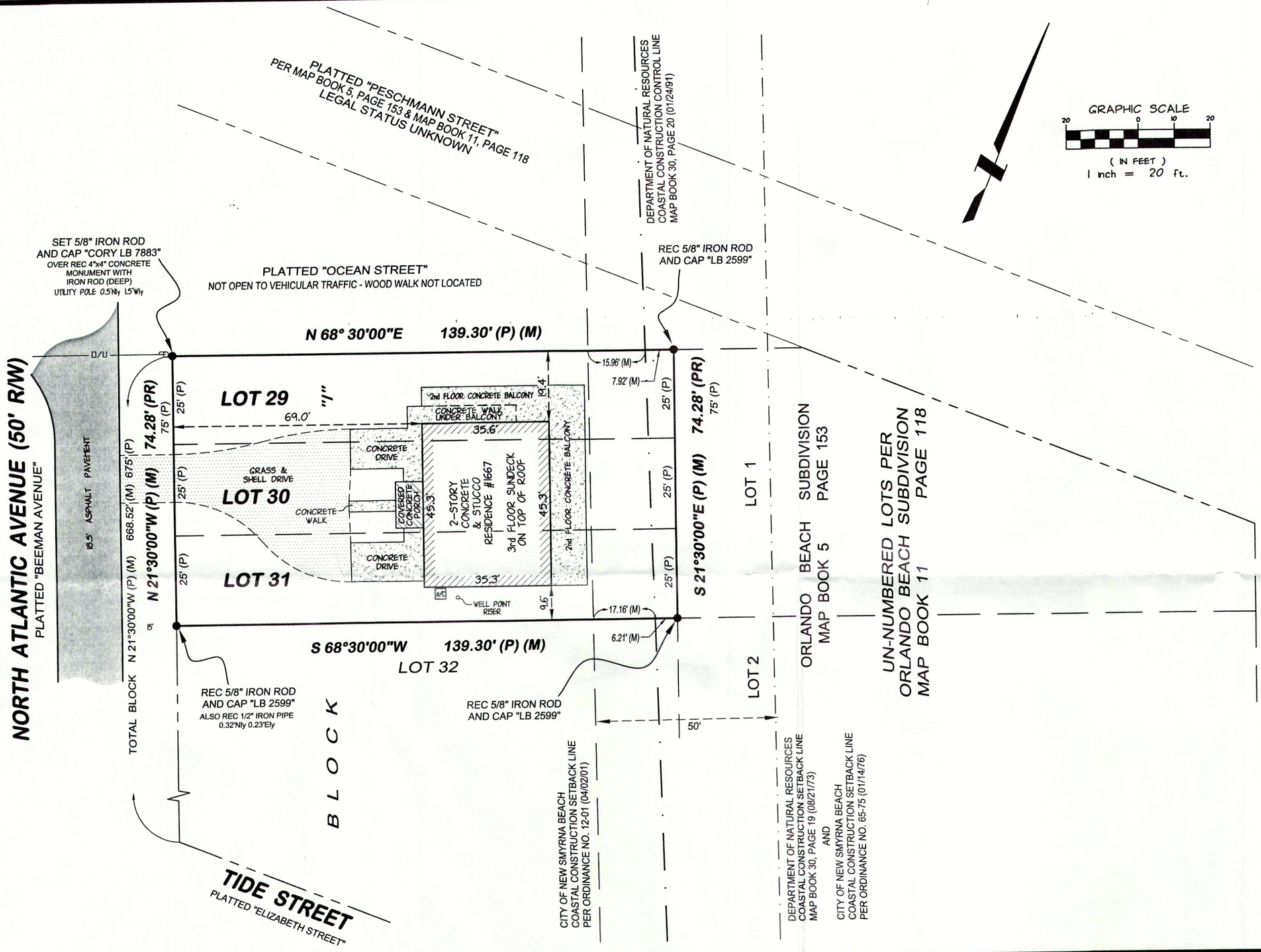
i. For a Point of Beginning, commence at the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and the north line of Lot 89, ASSESSOR'S SUBDIVISION OF THE ROBERT WALKER GRANT, Section 55, Township 17 South, Range 34 East, according to the map or plat thereof, recorded in Map Book 3, Page 150, of the Public Records of Volusia County, Florida; thence North 89°43'13" East, along said north line of Lot 89, a distance of 56.33 feet; thence South 00°00'00" East, a distance of 39.59 feet; thence North 90°00'00" East, a distance of 8.58 feet, thence South 49°46'53" East, a distance of 38.78 feet; thence South 18°03'13" East, a distance of 33.19 feet; thence South 00°00'00" East, a distance of 53.57 feet to the south line of Lot 76, said Assessor's Subdivision of the Robert Walker Grant; thence South 89°43'13" West, along said south line of Lot 76, a distance of 27.53 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

(3) Between the centerline of Flagler Avenue and the south corporate limit, the City Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

i. For a Point of Beginning, Commence at the northwesterly corner of Lot 1, Block 1, Armstrong & Johnson Subdivision, according to the map or plat thereof, recorded in Map Book 8, Page 92 of the Public Records of Volusia County, Florida; thence North 63°23’37” East, along the northerly line of said Lot 1, a distance of 72.13 feet to the intersection of the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 and for the Point of Beginning; thence continue North 63°23’37” East, along said northerly line of Lot 1 and the easterly prolongation thereof, a distance of 92.32 feet; thence South 27°19’47” East, a distance of 49.94 feet to the easterly prolongation of the southerly line of said Lot 1; thence South 63°21’32” West, along said easterly prolongation of the southerly line of Lot 1 and along the southerly line of said Lot 1, a distance of 92.18 feet to the intersection of said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

For a Point of Beginning, commence at the intersection of the northerly line of Lot 29, Block I, ORLANDO BEACH SUBDIVISION, as per map thereof recorded in Map Book 11, Page 118, Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/2001, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the

Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, . Page 19, Public Records of Volusia County, Florida; thence North 68° 30' 00" East, along said northerly line of Lot 29, a distance of 15.96 feet to a point on the Coastal Construction Control Line filed in Map Book 30, Page 50 (formerly known as Map Book 30, Page 20), of the Public Records of Volusia County, Florida; thence South 22° 49' 11" East, along said Coastal Construction Control Line, a distance of 74.30 feet to the southerly line of Lot 31, Block I, said ORLANDO BEACH SUBDIVISION; thence South 68° 30' 00" West, along said southerly line of Lot 31, a distance of 17.16 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.



PLAT OF BOUNDARY SURVEY

Lots 29, 30, and 31, Block I, ORLANDO BEACH SUBDIVISION, as per map thereof recorded in Map Book 11, Page 118, Public Records of Volusia County, Florida.

SURVEY REPORT:

1. Description per Title Commitment No. 17-CKC-WELSH issued by Old Republic National Title Insurance Company, effective date of February 1, 2017. Orlando Beach, as recorded in said Map Book 11, Page 118, was platted for the purpose of correcting and adjusting errors in the plat of Orlando Beach, as recorded in Map Book 5, Page 153 of the Public Records of Volusia County, Florida, as stated on plat.
2. Bearings refer to plat and based on the westerly line of said Block "I" as being North 21° 30' 00" West.
3. Subject to restrictions, reservations, limitations, easements and rights of way, if any, appearing of record.
4. This map of survey and report prepared without the benefit of an abstract.
5. This map of survey and report is subject to any facts that may be disclosed by a full and accurate title search.
6. The location of any subsurface foundations, improvements, features or utilities which may or may not exist and which may or may not violate deed or easement lines are not determined or addressed by this survey.
7. Dimensions indicated hereon are in U.S. standard feet and decimals thereof, unless otherwise noted.
8. Features shown by symbol as indicated are not to scale.
9. Drawing distance between features and property line may be exaggerated for clarity.
10. Unless otherwise noted, the monumentation has no identification number or name.
11. The deed or other conveyance of adjoining properties was not examined.
12. Subject to restrictions, conditions and limitations relative to the Coastal Construction Control Line filed in Map Book 30, Page 20, of the Public Records of Volusia County, Florida, imposed by sections 161.052 and 161.053 of the Florida Statutes and subject to restrictions, conditions and limitations relative the City of New Smyrna Beach Coastal Construction Setback Line per Ordinance No. 12-01 (dated 04-02-01).
13. Subject to restrictions, conditions and limitations relative the City of New Smyrna Beach Coastal Construction Setback Line and Seawall Line per Ordinance No. 65-75 (dated 01-14-1976), recorded in Official Records Book 1817, Page 0823 of the Public Records of Volusia County, Florida.
14. The Department of Natural Resources Coastal Construction Setback Line as shown on map recorded in Map Book 30, Page 19, Public Records of Volusia County, Florida, dated 08-21-73 was established from the published coordinates of DNR monuments R-156 (Northing 1,717,002.32, Easting 530,041.99) and R-157 (Northing 1,716,110.19, Easting 530,322.02) The published coordinates listed above are based on the Florida State Plane Coordinate System - East Zone (1927 Adjustment). The actual field position of these monuments may vary from the coordinate position.
15. Additions or deletions to this survey map or report by other than the signing party or parties is prohibited without written consent of the signing party or parties per F.A.C. Rule 5J-17.051(3)(b)6.
16. The survey map and report or copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

CERTIFIED TO:
CKC PROPERTIES, LLC, a Georgia Limited Liability Company
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TYPE	SURVEY DATE	WORK ORDER #	P.C.	CALC.	DRAFT	CHECKED
BOUNDARY SURVEY	03/09/2017	17-02-045	M.T.Q.	J.W.C.	B.T.C.	J.W.C.
FOUNDATION LOCATION						
FINAL SURVEY						
RECERTIFICATION SURVEY						
TOPOGRAPHIC SURVEY						
SPECIFIC PURPOSE SURVEY						
TYPE	DATE	WORK ORDER #	---	CALC.	DRAFT	CHECKED
ADDED BUILDING DIMENSIONS	07/28/2020	(17-02-045)	---	---	J.W.C.	J.W.C.

CAD FILE: 1702045

LEGEND & ABBREVIATIONS

- ● = DENOTES 5/8" IRON ROD W/ CAP " CORY LB 7883 " UNLESS OTHERWISE NOTED
- ○ = DENOTES IRON PIPE UNLESS OTHERWISE NOTED
- □ = DENOTES CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- EMT = ELECTRICAL METAL TUBING
- FND = FOUND
- REC = RECOVERED
- N(Y) = NORTHING COORDINATE VALUE
- E(X) = EASTING COORDINATE VALUE
- LB = LICENSED BUSINESS
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- F.I.R.M. = FLOOD INSURANCE RATE MAP
- N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
- N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM
- C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE
- U.S.C.&G.S. = UNITED STATES COAST & GEODETIC SURVEY
- Δ = DELTA
- R = RADIUS OR RANGE
- L = ARC LENGTH
- C = CHORD
- CB = CHORD BEARING
- T = TANGENT OR TOWNSHIP
- (R) = RADIAL
- (NR) = NON-RADIAL
- (NT) = NON-TANGENT
- PC = POINT OF CURVATURE OR PARTY CHIEF
- PT = POINT OF TANGENCY
- (P) = PLAT
- (D) = DESCRIPTION
- (M) = MEASURED
- (C) = CALCULATED (CALC)
- (PR) = PRORATED
- (G) = GRID
- O.R. = OFFICIAL RECORD BOOK
- M.B. = MAP BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- W = WATER METER
- T = TELECOMMUNICATIONS (TELE) RISER
- F.F. = FINISHED FLOOR ELEVATION
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- CPP = CORRUGATED PLASTIC PIPE
- +0.0 = EXISTING ELEVATION (ELEV)
- P.R.M. = PERMANENT REFERENCE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- = POWER POLE
- = GUY WIRE
- O/U = OVERHEAD UTILITIES
- A/C = AIR CONDITIONER
- CLF = CHAIN-LINK FENCE
- BWF = BARBED WIRE FENCE
- AC. = ACRES
- R/W = RIGHT-OF-WAY
- ℄ = CENTER LINE
- = CONCRETE (CONC)
- = CONCRETE STOOP

CERTIFICATE OF AUTHORIZATION NUMBER LB 7883

I hereby certify that this survey map and report of the subject property is true and correct to the best of my knowledge, information and belief as surveyed in the field under my supervision on the dates shown hereon. I further certify that this survey map and report meets the minimum technical standards set forth in F.A.C. Rule 5J-17, adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statutes Ch. 472.027, subject to the qualifications noted hereon.

DANIEL W. CORY P.S.M. NO. 2027
JEFFREY W. CORY P.S.M. NO. 4139

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE(S) "X"
THIS LOCATION IS DETERMINED FROM F.I.R.M. COMMUNITY
PANEL 125132 0542 H MAP REVISED 02/19/2014

DANIEL W. CORY
SURVEYOR, LLC
300 CANAL STREET
NEW SMYRNA BEACH, FLORIDA 32168
(386) 427-9575
FAX (386) 427-1783
web site: corysurveyor.com

PREPARED FOR: CKC PROPERTIES, LLC

SCALE 1" = 20' FILE # 2020

LOTS 29, 30 & 31, BLOCK "I"

ORDINANCE NO. 110-20

AN ORDINANCE OF THE CITY OF NEW SMYRNA BEACH AMENDING THE LAND DEVELOPMENT REGULATIONS; AMENDING ARTICLE VII, SECTION 703.02A, LOCATION OF CITY'S COASTAL CONSTRUCTION SETBACK LINE TO RELOCATE THE COASTAL CONSTRUCTION SETBACK LINE FOR THE PROPERTY LOCATED AT 1667 NORTH ATLANTIC AVENUE; PROVIDING FOR CODIFICATION; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mark Davis, 4626 Cow Creek Road, Edgewater, Florida 32141, Applicant on behalf of CKC Properties, LLC, 5200 Buffington Road, Atlanta, Georgia 30349, Property Owners, have requested an amendment to the New Smyrna Beach Land Development Regulations, Article VII, Standards for Sites with Special Characteristics, Section 703.02, Development Seward of the City's Coastal Construction Setback Line (CCSL), Location of City's Coastal Construction Setback Line, to shift the line approximately 16.6± feet of property for the property located at 1667 North Atlantic Avenue; and

WHEREAS, the Planning and Zoning Board, at its meeting on September 14, 2020, by a vote of 1-5 denied the request to amend the Land Development Regulations; and

WHEREAS, the City Commission deems it is in the best interests of the citizens of the City of New Smyrna Beach to amend the Land Development Regulations as more particularly set forth hereinafter.

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

SECTION 1. Amendment. That New Smyrna Beach Land Development Regulations, Article VII, Standards for Sites with Special Characteristics, Section 703.02, Development Seaward of the City's Coastal Construction Setback Line (CCSL), A. Location of City's Coastal Construction Setback Line, is hereby amended to read as follows: **(Note: Deletions from text are indicated by ~~strikeout~~, additions to text are indicated by underline, and omissions in text are indicated by […].)**

ARTICLE VII. STANDARDS FOR SITES WITH SPECIAL CHARACTERISTICS

...

703.00. Development in the coastal area.

...

703.02. *Development east of the city construction setback line.*

A. *Location of city's Coastal Construction Setback Line.*

...

(3) Between the centerline of Flagler Avenue and the south corporate limit, the City Construction Setback Line (CCSL) shall be 50 feet west of the Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) as it existed prior to January 24, 1991, except as follows:

...

ii. For a Point of Beginning, commence at the intersection of the northerly line of Lot 29, Block I, ORLANDO BEACH SUBDIVISION, as per map thereof recorded in Map Book 11, Page 118, Public Records of Volusia County, Florida and the City of New Smyrna Beach Coastal Construction Setback Line per City of New Smyrna Beach Ordinance No. 12-01, dated 04/02/2001, said City of New Smyrna Beach Coastal Construction Setback Line lies 50 feet westerly of the Department of Natural Resources Coastal Construction Setback Line as recorded in Map Book 30, . Page 19, Public Records of Volusia County, Florida; thence North 68° 30' 00" East, along said northerly line of Lot 29, a distance of 15.96 feet to a point on the Coastal Construction Control Line filed in Map Book 30, Page 50 (formerly known as Map Book 30, Page 20), of the Public Records of Volusia County, Florida; thence South 22° 49' 11" East, along said Coastal Construction Control Line, a distance of 74.30 feet to the southerly line of Lot 31, Block I, said ORLANDO BEACH SUBDIVISION; thence South 68° 30' 00" West, along said southerly line of Lot 31, a distance of 17.16 feet to said City of New Smyrna Beach Coastal Construction Setback Line and for the Point of Termination.

...

SECTION 3: ***Codification.*** Following adoption of this ordinance, the City Clerk shall transmit a copy of this ordinance to Municipal Code Corporation of Tallahassee, Florida, to be codified into the City's Land Development Regulations. Municipal Code Corporation's usual and customary fee for said codification service is hereby approved. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of New Smyrna Beach, Florida, and the sections of this ordinance may be renumbered, relettered, and the word "ordinance" may be changed to "section," "article," or such other word or phrase in order to accomplish such intention.

SECTION 4: ***Public Hearing***. That a public hearing considering the adoption of this ordinance was held December 8, 2020, at the Brannon Center, 105 South Riverside Drive, New Smyrna Beach, Florida, after notice is found to comply with §166.041(3)(c), F.S.

SECTION 5: ***Conflicting Ordinances.*** That all ordinances or parts thereof that are in conflict with this ordinance shall be and the same are hereby rescinded and repealed.

SECTION 6: ***Severability.*** That if any section, sentence, clause or phrase of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7: ***Effective Date.*** That this ordinance shall take effect immediately upon its final adoption.

APPROVED AS TO FORM AND CORRECTNESS:

s/ CARRIE AVALLONE
City Attorney

DATE: November 10, 2020

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

CITY MANAGER'S REPORT

November 17, 2020

Background:
City Manager's Report

Fiscal Analysis:
N/A

Strategic Plan Item:
No

Staff Report Created By: Khalid Resheidat - City Manger

Attachments:

CM Report 11-4-20.pdf

MEMORANDUM

FROM THE OFFICE OF THE CITY MANAGER

To: Mayor and City Commission

From: Brian Fields, Assistant City Manager

Re: City Manager's Report – November 17, 2020

Date: November 4, 2020

Bids for the elevation of nine flood-prone homes were opened on October 26, 2020. A total of two bids were received, with the low bid of $1.91 million being approximately $474,000 higher than the FEMA approved budget amount. Staff is reviewing the bid with the City's engineering consultant and the low bidder, to determine what options may be available to award the project within the approved budget.

A Request for Proposals (RFP) for financing of city projects had a submittal deadline of October 13, 2020. One proposal was received, which is currently under review by city staff and our financial advisors. The RFP may need to be re-issued to obtain additional responses.

Free COVID-19 self-swab testing provided by the Florida Division of Emergency Management is available from 8 a.m. to 4 p.m. daily at 1000 Live Oak St. behind the New Smyrna Beach Regional Library. Appointments are not required. Testing is available for all ages. Those under 18 must have verbal parental consent. Symptoms are not required. The site will be closed Thursday and Friday, Nov. 26 and 27.

The City of New Smyrna Beach and the Housing Authority are hosting a "Heart of the Community Day" event on Saturday, November 14, from 11:00 AM to 3:00 PM in the Alonzo Babe James Center parking lot (see attached flyer). The purpose of this event is to connect individuals and families to a large variety of resources and to build stronger communities, by increasing knowledge of available programs and services offered.

Please find attached the Capital Improvement Program (CIP) updated report.

Please find attached the Development Activity Report for November 2020.

CITY OF NEW SMYRNA BEACH
CAPITAL IMPROVEMENT PROGRAM REVIEW AND UPDATE

#	Project	Status	Project Manager	Funding Source	Funding Year	Accounting	Project Estimate/ Budget	Other Funding (Reimbursement Amount)	City Share	Unfunded Amount
2	5th Street Bridge Replacement	Advertisement for CEI January and Construction to follow 2021- Public Meeting held October 15th 2020. Additional funding being requested through FDOT. Permits underway.	Kyle Fegley	City/ FDOT	19-20 20-21		$2,516,531	$933,627	$1,582,904	$2,516,531
3	Barracuda Blvd Bridge	FDOT is handling CEI and Construction. Design is underway and estimates continue to adjust. Public meeting to be held Dec. 2nd.	Kyle Fegley	City/ FDOT	19-20 20-21		$2,915,094	$2,186,320	$728,774	$2,915,094
4	Intersection Capacity Improvements in partnership with FDOT - 6 Total	Peninsula/Flagler Intersection Priority #1- intent to acquire land for 20-21	Brian Fields	City/ FDOT/ Transportation Impact Fee	20-21		TBD			TBD
5	Washington St. (Riverside to US1)	Continuing Services consultant (DRMP) preparing scope of work to present to City Commission in December. Confirmed approval of $1M state grant.	Brian Fields	State Fund/General Fund/Loan	20-21		$3,400,000	$1,024,000		TBD
6	SR 44 (Median Improvements from Sugar Mill Drive to Mission Dr.) 1.75 miles	Design is underway moving to final set in first quarter of 2021. 90% submittal complete.	Brian Fields	City/ FDOT	20-21		$1,120,000	$770,000	$350,000	
7	US 1 Median Improvements	Construction targeted for quarter 2 of 2021.	Brian Fields		20-21					
8	S. Pine St. (Ocean to Flagler Ave) - Sidewalk	Design to be produced internally by Engineering	Michelle Vallance	General Fund	19-20 20-21		$118,300			
9	Inwood Avenue (Washington St. to Jefferson St.) - Sidewalk	Design to be produced internally by Engineering	Michelle Vallance	General Fund	19-20 20-21		$22,400			
10	B Street at 7th - Sidewalk	Design to be produced internally by Engineering	Michelle Vallance	General Fund	19-20 20-21		$22,400			
12	US1 Canal Intersection Improvements	Completing this year - completing punch list.	Kyle Fegley	CRA/ FDOT	19-20		$100,522			
13	City Hall Annex	Walk through held last week with electrical engineer in preparation of drywall installation.	Michelle Vallance	General Fund/ Building Fund/ ECHO	19-20 20-21		$4,715,261	$800,000	$800,000	
14	Woman's Club Stabilization & Restoration	Confirmed direction to pursue foundation stabilization only this year and prepare phase 2 strategy for future.	Michelle Vallance	General Fund/ ECHO	19-20 20-21		$535,000	$267,500	$267,500	
15	Old Fort Wall Stabilization & Restoration	Project estimates are coming in over budget - need to review a strategy with the team.	Michelle Vallance	General Fund/ ECHO	19-20 20-21		$180,000	$60,000	$60,000	
17	Indian River Storm water Project (RAP)	Design underway - meetings with FAA and amininstrative/permit efforts underway. Wildlife Assessment forthcoming.	Kyle Fegley	Stormwater Fund	19-20 20-21		$1,000,000			
18	Historic Westside Storm water Master Plan	In Design	Kyle Fegley	Stormwater Fund	19-20 20-21		$250,000	no requests for funding needed		
19	Corbin Park Storm water Master Plan	In Design - Public meeting to be calendared.	Kyle Fegley	Stormwater Fund	19-20 20-21		$250,000	no requests for funding needed		
20	Hazard Mitigation Grant Projects (HMGP)	Two Bids received came in over budget. Negotiations with low bidder to be performed.	Kyle Fegley	Stormwater Fund/ Hazard Mitigation Grant/ Loan	19-20 20-21		$1,566,924	$1,175,193		$1,566,924
21	Emergency Traffic Signals - Station 50	In Design - FDOT approved final warrant study. Will be city bid, targeting out to bid early 2021.	Brian Fields	Impact Fee	19-20 20-21		$500,000			
22	Enhanced Pedestrian Crosswalks	(6) locations in Design - (2) are JPAs with the County awaiting County to install - preparing for bid for (4) City crosswalks late November.	Brian Fields	General Fund	19-20 20-21		$90,000			
23	Pettis Park Basketball Courts	Asphalt is complete and curing - painting to follow.	David Ray	CDBG/CRA	19-20		$123,900	$103,000		
24	Marina Bathrooms Upgrade - Design	In Design - targeting out to bid January 2021	Michelle Vallance	City Marina	19-20		$20,000			
25	Marina Bathroom Upgrades - Construction	REQUESTED FOR FY 20-21	Michelle Vallance	City Marina	20-21		$65,000			$65,000
26	Station 51 - Repaving	NTP issued November 2nd - mobilizing this week.	Shawn Vandermark	Fire Maintenance Fund	19-20 20-21		$104,000			
27	AOB Site - Minor Park Improvements	Near Complete - on hold for further input	Michelle Vallance	General Fund	19-20		$50,000			
29	Buena Vista Park - Phase 2 - Pour in Place Surfacing	Approved for installation - will pursue piggyback.	Faith Miller	General Fund	20-21		$45,000			$45,000

CITY OF NEW SMYRNA BEACH
CAPITAL IMPROVEMENT PROGRAM REVIEW AND UPDATE

#	Project	Status	Project Manager	Funding Source	Funding Year	Accounting	Project Estimate/ Budget	Other Funding (Reimbursement Amount)	City Share	Unfunded Amount
30	Buena Vista Park - Pier Replacement	Approved by FIND for $300k grant. Finalizing design - out to bid January 2021.	Faith Miller	General Fund/ FIND Grant	20-21		$698,400	$300,000	$334,600	$398,400
31	*Landscaping Improvements - I 95 & SR44*	*Not in current years budget*		*General Fund/ Tree Mitigation Fund*	*20-21*		*$75,000*			*$75,000*
32	*North Causeway East Side Dock Repairs*	*Not in current years budget*		*General Fund*	*20-21*		*$69,000*			*$69,000*
33	Rocco Park - Fishing Pier Replacement	Time extension request to FEMA	Faith Miller	General Fund/ FEMA	20-21		$30,000	$292,775		$295,000
34	Spyglass/Dune Circle - Fishing Pier Removal	Approved in 20-21 budget	Faith Miller	General Fund	20-21		$19,500			$19,500
35	Turnbull Street Park - Playground Replacement	Approved in 20-21 budget - direction to likely await Parks Master Plan (targeting February 2021) - NSB realtors provided $6k in grant for Dog Park.	Faith Miller	General Fund	20-21		$45,000	$6,000		$25,000
36	Repair of Existing Steel Storage Building (@ Maintenance Ops) + Relocation & Abandonment of Smith Street Facility	Need Update	Faith Miller	General Fund	20-21		$500,000			$200,000
38	Small Stormwater Projects	Approved in 20-21 budget	Kyle Fegley	Stormwater Fund	20-21		$250,000			$250,000
39	Road Resurfacing	Engineering confirming final list of locations.	Faith Miller	General Fund	20-21		$700,000			$700,000
40	Jefferson St Parking Lot	On for City Commission approval November 17th meeting. Any action requires approval by both CRA and City Commission.	Kyle Fegley	CRA project	20-21			$250,000		
41	Railroad Avenue Project		Christopher Edwards	CRA project	20-21			$68,000		
	Babe James Splash Pad		Michelle Vallance	ECHO/City Funds	20-21					

November 2020 Development Activity Report

Map ID#	Project Name	Project Number	Location	Description	Current Status	Next Step
1	Reserve at Lake Waterford	S-1-18	Eslinger Road	45 Lot Residential Subdivision	Staff Comments Issued	Applicant to Resubmit
2	Rolling Hills Subdivision S-10-18	S-10-18	Sugar Mill Drive	194 Lot Subdivision	Staff Comments Issued	Applicant to Resubmit
3	Old Mission Cove Subdivision	S-11-18	600 Ingham Road	37 Lot Single Family Subdivision	Staff Comments Issued	Applicant to Resubmit
4	Shell Pointe Final Plat Phase 1	S-2-20	3350 Pioneer Trail	312 Lot Single Family Subdivision	Phase 1 Staff Comments Issued	Applicant to Resubmit
5	Ocean Gate Subdivision Plans	S-5-19	SW Corner of SR 44 & I-95	2nd Amendment to PUD	Staff Comments Issued	Applicant to Resubmit
6	Gold Rock RV	SP-19-18	Old Mission Road	Add New Camping Spaces	Staff Comments Issued	Applicant to Resubmit
7	Douglas Street Townhomes	SP-22-18	118 Douglas Street	Three Unit Townhome	Staff Comments Issued	Applicant to Resubmit
8	Hyatt Place Hotel	SP-30-18	3rd Avenue	114 Room Hotel	Staff Comments Issued	Applicant to Resubmit
9	Utilities Commission	SP-1-19	SR 44	Pond Expansion	Staff Comments Issued	Applicant to Resubmit

SP - Site Plan, S - Subdivision,
PUD - Planned Unit Development

November 2020 Development Activity Report

Map ID#	Project Name	Project Number	Location	Description	Current Status	Next Step
10	Bada Bing Restaurant	SP-9-19	Corbin Park Rd & SR 44	150 Seat Restaurant	Staff Comments Issued	Applicant to Resubmit
11	Liberty Storage	SP-10-19	SR 44 & South Glencoe Rd	57,600 Square Foot Storage Facility	Resubmitted 10/22/20	Under Staff Review
12	Bending Branch Ranch	SP-12-19	Martins Dairy Road	Wedding Venue	Staff Comments Issued	Applicant to Resubmit
13	Village Street Condo	SP-16-19	Corner of Canal St and Village St	23 Residential Condo Units	Staff Issued Comments	Applicant to Resubmit
14	Duss Street Pre-School	SP-1-20	312 North Duss St	Pre-School Addition	Resubmitted 10/6/20	Under Staff Review
15	177 N CAUSEWAY (Freedom Boat Club Marina Expansion)	SP-4-20	177 N Causeway	Boat Slips	Staff Issued Comments	Applicant to Resubmit
16	Donatti Boat Storage	SP-5-20	Canal Street	New Boat Storage Facility	Resubmitted 10/26/20	Under Staff Review
17	Holiday Inn Express	SP-6-20	SR 44 & I-95	New Hotel	Resubmitted 9/10/20	Under Staff Review

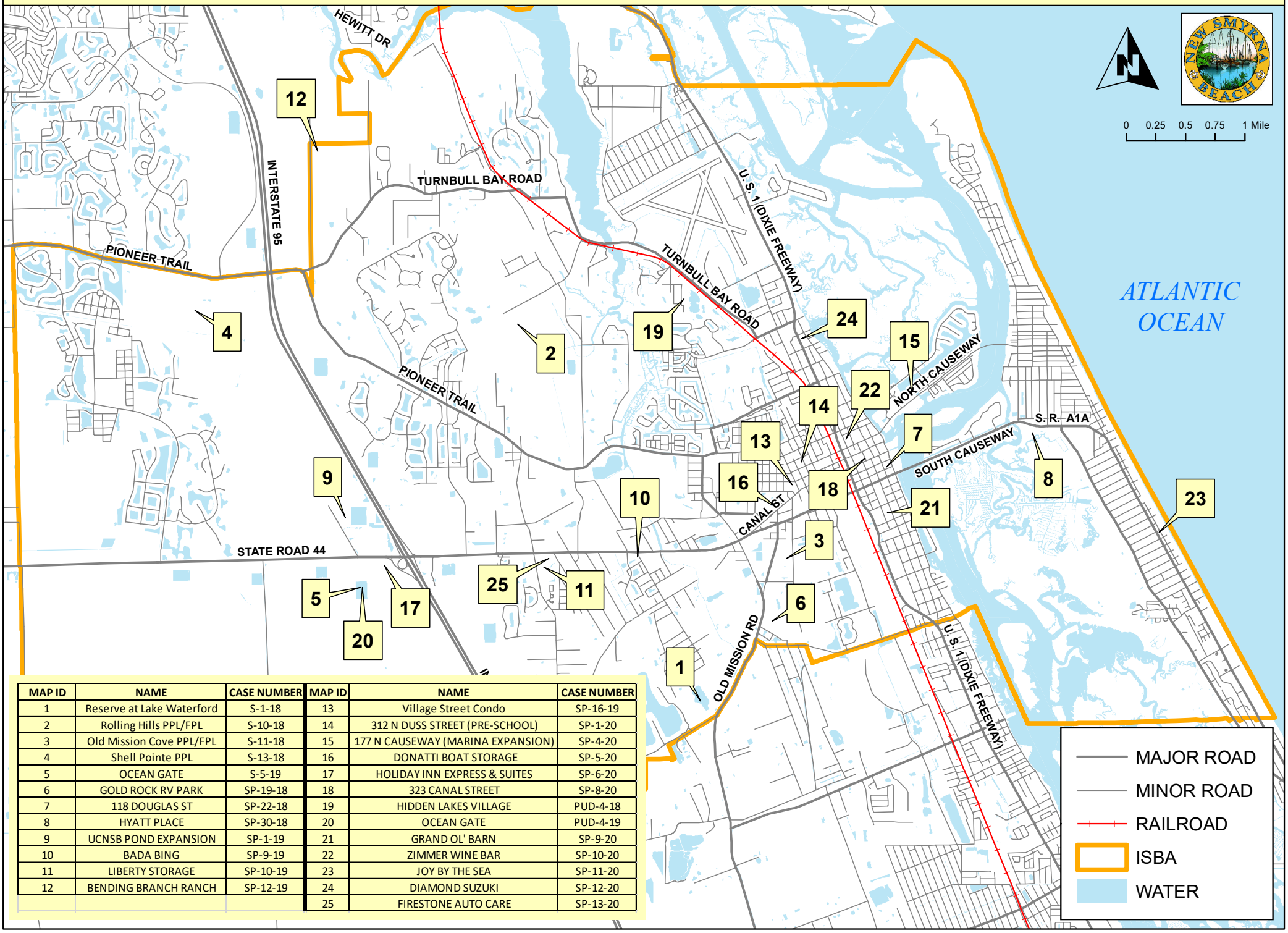
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November 2020 Development Activity Report

Map ID#	Project Name	Project Number	Location	Description	Current Status	Next Step
18	323 Canal Street	SP-8-20	323 Canal Street	New Restaurant	Staff Issued Comments	Applicant to Resubmit
19	Hidden Lakes Village	PUD-4-18	Turnbull Bay Road/Whispering Pines Drive	New PUD	City Commission 1st Reading 10-13-20	City Commission 2nd Reading 11-10-20
20	Ocean Gate PUD Amendment	PUD-4-19	SW Corner of SR 44 & I-95	2nd Amendment to PUD	City Commission 2nd Reading 10-27-20	Approved
21	Grand Ol' Barn	SP-9-20	721 Palmetto Street	New Event Center	Phase I Approved	Applicant to Submit Phase II Plans
22	Zimmer Wine Bar	SP-10-20	317 North Orange St	Covert SFR to Commercial	Resubmitted 9/28/20	Approved
23	Joy by the Sea	SP-11-20	2901 South Atlantic Avenue	Commercial Pool and Exterior Remodel	Resubmitted	Approved
24	Diamond Suzuki	SP-12-20	911 North Dixie Freeway	Free Standing Awning	Staff Comments Issued	Applicant to Resubmit
25	Firestone Auto Care	SP-13-20	SR 44 & South Glencoe Road	Tire Store	Submitted 10-7-2020	TRS 11-6-2020
26						

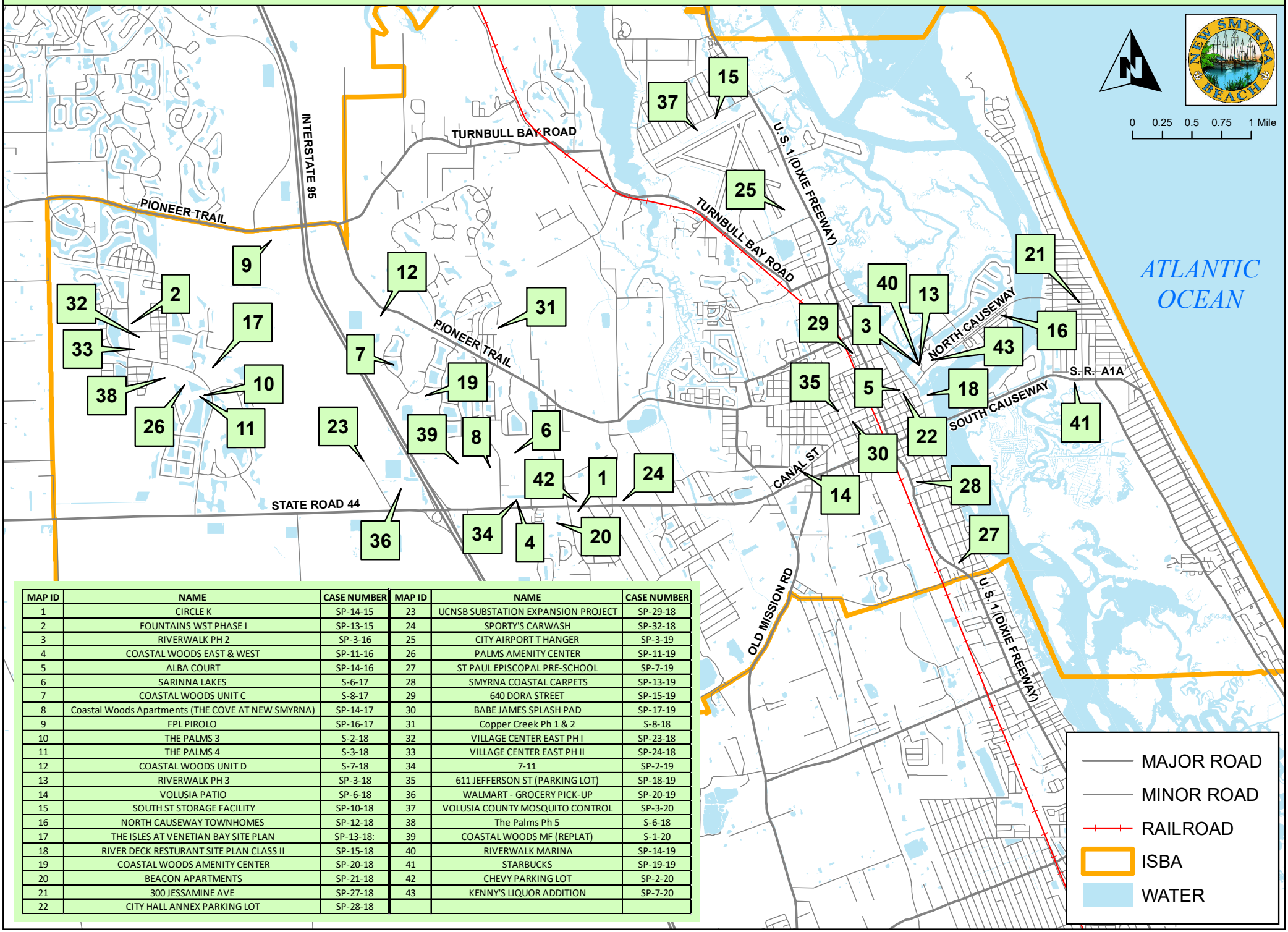
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NOVEMBER 2020 DEVELOPMENT ACTIVITY REPORT MAP



MAP ID	NAME	CASE NUMBER	MAP ID	NAME	CASE NUMBER
1	Reserve at Lake Waterford	S-1-18	13	Village Street Condo	SP-16-19
2	Rolling Hills PPL/FPL	S-10-18	14	312 N DUSS STREET (PRE-SCHOOL)	SP-1-20
3	Old Mission Cove PPL/FPL	S-11-18	15	177 N CAUSEWAY (MARINA EXPANSION)	SP-4-20
4	Shell Pointe PPL	S-13-18	16	DONATTI BOAT STORAGE	SP-5-20
5	OCEAN GATE	S-5-19	17	HOLIDAY INN EXPRESS & SUITES	SP-6-20
6	GOLD ROCK RV PARK	SP-19-18	18	323 CANAL STREET	SP-8-20
7	118 DOUGLAS ST	SP-22-18	19	HIDDEN LAKES VILLAGE	PUD-4-18
8	HYATT PLACE	SP-30-18	20	OCEAN GATE	PUD-4-19
9	UCNSB POND EXPANSION	SP-1-19	21	GRAND OL' BARN	SP-9-20
10	BADA BING	SP-9-19	22	ZIMMER WINE BAR	SP-10-20
11	LIBERTY STORAGE	SP-10-19	23	JOY BY THE SEA	SP-11-20
12	BENDING BRANCH RANCH	SP-12-19	24	DIAMOND SUZUKI	SP-12-20
			25	FIRESTONE AUTO CARE	SP-13-20

NOVEMBER 2020 PROJECTS APPROVED AND/OR UNDER CONSTRUCTION MAP



MAP ID	NAME	CASE NUMBER	MAP ID	NAME	CASE NUMBER
1	CIRCLE K	SP-14-15	23	UCNSB SUBSTATION EXPANSION PROJECT	SP-29-18
2	FOUNTAINS WST PHASE I	SP-13-15	24	SPORTY'S CARWASH	SP-32-18
3	RIVERWALK PH 2	SP-3-16	25	CITY AIRPORT T HANGER	SP-3-19
4	COASTAL WOODS EAST & WEST	SP-11-16	26	PALMS AMENITY CENTER	SP-11-19
5	ALBA COURT	SP-14-16	27	ST PAUL EPISCOPAL PRE-SCHOOL	SP-7-19
6	SARINNA LAKES	S-6-17	28	SMYRNA COASTAL CARPETS	SP-13-19
7	COASTAL WOODS UNIT C	S-8-17	29	640 DORA STREET	SP-15-19
8	Coastal Woods Apartments (THE COVE AT NEW SMYRNA)	SP-14-17	30	BABE JAMES SPLASH PAD	SP-17-19
9	FPL PIROLO	SP-16-17	31	Copper Creek Ph 1 & 2	S-8-18
10	THE PALMS 3	S-2-18	32	VILLAGE CENTER EAST PH I	SP-23-18
11	THE PALMS 4	S-3-18	33	VILLAGE CENTER EAST PH II	SP-24-18
12	COASTAL WOODS UNIT D	S-7-18	34	7-11	SP-2-19
13	RIVERWALK PH 3	SP-3-18	35	611 JEFFERSON ST (PARKING LOT)	SP-18-19
14	VOLUSIA PATIO	SP-6-18	36	WALMART - GROCERY PICK-UP	SP-20-19
15	SOUTH ST STORAGE FACILITY	SP-10-18	37	VOLUSIA COUNTY MOSQUITO CONTROL	SP-3-20
16	NORTH CAUSEWAY TOWNHOMES	SP-12-18	38	The Palms Ph 5	S-6-18
17	THE ISLES AT VENETIAN BAY SITE PLAN	SP-13-18:	39	COASTAL WOODS MF (REPLAT)	S-1-20
18	RIVER DECK RESTURANT SITE PLAN CLASS II	SP-15-18	40	RIVERWALK MARINA	SP-14-19
19	COASTAL WOODS AMENITY CENTER	SP-20-18	41	STARBUCKS	SP-19-19
20	BEACON APARTMENTS	SP-21-18	42	CHEVY PARKING LOT	SP-2-20
21	300 JESSAMINE AVE	SP-27-18	43	KENNY'S LIQUOR ADDITION	SP-7-20
22	CITY HALL ANNEX PARKING LOT	SP-28-18			